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BOROUGH OF SHREWSBURY

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POST OFFICE BOX 7420

AGREEMENT

BETWEEN

THE BOROUGH OF SHREWSBURY

AND

TEAMSTERS LOCAL 177

EFFECTIVEJANUARY 1, 1997 THROUGH DECEMBER 31, 2000

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A G R E E M E N T

THIS AGREEMENT made this 11th day of May 1998, by and between the BOROUGH OF SHREWSBURY, NEW JERSEY, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 177, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union",

W I T N E S S E T H

WHEREAS, it is the desire of both of the parties hereto to promote and secure harmonious relations between the above named Employer and the Union and the employees of the Department of Public Works; and

WHEREAS, the parties have negotiated and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the employees of the Department of Public Works 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 Department of Public Works employees, but excluding the Manager of Public Works, General Foreman and excluding 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 Agreement, whichever is the latter shall remain members of the Local Union in good standing. This membership shall not be a condition of employment.

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

C. The Union shall be notified in the event the Employer hires new or additional employees.

ARTICLE III. AFFIRMATIVE ACTION

A. The Employer and the Union agree that they will not discriminate in hiring of employees or in their training, upgrading, promotion, transfer, layoffs, discipline, discharge or otherwise, because of race, religion, color, national origin, political affiliation, sex, marital status, age, sexual orientation, disability, or status as a veteran or non-veteran.

B. The Employer shall not tolerate harassment in the workplace or in any work related situation. Such harassment includes, but is not limited to, unwelcome verbal or physical behavior of a sexual nature, or jokes, slurs, and/or physical behavior that relates to a person's race, color, religion, age, disability, national origin, marital status, sexual orientation, status as a veteran or non-veteran, or any other reason.

ARTICLE IV. MANAGEMENT RIGHTS

The Employer has both the legal responsibility and the sole right to manage and conduct the municipality's business and, except as specifically limited to this Agreement, to direct the employees; to hire, promote, transfer, assign, schedule, layoff and recall; to suspend, demote, discharge or take other disciplinary action for good and just cause; to control all of Employer's property.

The management and direction of the workforce shall be in the sole discretion and the sole responsibility of the Employer and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; to direct, designate, schedule and assign duties to the workforce; to plan, direct and control the entire operation of the Department of Public Works; to discontinue, consolidate or reorganize any department or branch; to transfer any or all operations to any location or discontinue the same in whole or in part; to make technological improvements; to install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce, or requires the assignment of additional different duties to the employees in the workforce, or causes the elimination or addition of titles or

jobs; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

ARTICLE V. GENERAL FOREMAN OF PUBLIC WORKS

In the absence of the Manager of Public Works whether because of illness, vacation, or any other reason, there shall be a General Foreman. Such person shall be designated by the Employer from the employees of the Department of Public Works with preference in the designation to the order of seniority of the employees, subject to the following conditions:

1. The person so designated must be acceptable to the Employer regardless of seniority, and the Employer in its sole discretion may designate any employee of the Department of Public Works as General Foreman.
2. The Employer has the absolute right to replace the person so designated at any time.
3. If none of the employees of the Department of Public Works are acceptable to the Employer or become unacceptable during the term of this Agreement, or if none of the employees acceptable to the Employer accept the position of General Foreman, then the Employer, in its sole discretion, can designate a person from outside the employee group as General Foreman of the Department of Public Works.
4. During the period that an employee of the Department

of Public works acts as General Foreman, he/she shall perform such duties normally performed by the Manager together with his/her normal duties as an employee insofar as possible.

ARTICLE VI. PROBATIONARY PERIOD, DISCIPLINE, DISCHARGE

A. The first six (6) months of employment of any newly hired employee shall be deemed to be a probationary period during which time the terms of this Agreement shall not apply.

B. During the probationary period, the Employer can reprimand, discipline or discharge without being challenged by the Union and there shall be no duty or responsibility on the Employer for re-employment of probationary employees if they are discharged during this probationary period.

C. After the probationary period, the parties to this Agreement agree that nothing herein shall prevent or prohibit the Employer from discharging or otherwise disciplining an employee covered by this agreement, regardless of seniority, for good and just cause. Notice of discharge or discipline shall be served upon the Union by mail at or about the time notice is served upon the employee involved.

D. In the event that a discharged or disciplined employee feels that he/she has been discharged or disciplined unjustly, said employee or the Union shall have the right, under the procedure hereinafter described, to file a grievance which must be in writing and served upon the Employer within ten (10) working days from the time of

discharge or discipline. If no grievance is filed within the time period specified, then said discharge shall be deemed absolute and final unless such time period is extended by mutual agreement of the parties.

E. In the event that the grounds for discharge or discipline are proved to be inadequate, the employee shall be reinstated immediately with full back pay from the date of discipline or discharge.

ARTICLE VII. SENIORITY

A. Seniority shall be defined as the total length of service that the employee has been employed by the Borough of Shrewsbury in the Department of Public Works.

B. In the event of a layoff, 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. The laid off employee shall be given notice of recall by telegram, registered letter or certified mail, sent to the address last given the Employer by the employee. Within seven (7) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by Telegram, registered or certified mail of his/her intent to return to work and must actually report to work within seven (7) calendar days, after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within a seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

C. Subject to the Employer's right to promote, assign

vacations, leave and overtime based on the needed skills or capabilities of one or more employees, seniority shall prevail, if the skills or capabilities of the employees affected are substantially equal, as to promotions, and the assignment of vacation, leave or overtime.

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

ARTICLE VIII. 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, or
2. In excess of forty (40) hours in any one week.

C. Pay at the rate of time and one-half of the regular rate shall be paid to any employee who performs duties on his/her day off, or Sunday when the duties have been authorized by the Public Works Manager. Holiday work shall be at double time plus the holiday pay.

D. The Union recognizes the Employer's need and right to require reasonable amounts of overtime.

E. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer agrees that it will give reasonable prior notification of any scheduled overtime, exclusive of emergency situations. The Union agrees that employees will perform overtime work when requested unless excused for legitimate urgent reasons.

F. Overtime shall be equally distributed to the extent possible among the employees capable of performing the work

to be completed on a seniority basis. No overtime shall be worked or paid for unless first authorized by the Public Works Manager or General Foreman.

G. If any employee has been requested to work overtime and is unavailable for any reason to perform the overtime work, it shall be considered as if he had worked the overtime period for purposes of equalization of overtime despite the fact that no payments of any kind shall be made for overtime not actually worked.

H. If a request for overtime work is made by the Public Works Manager or General Foreman and if, in the opinion of the Public Works Manager or General Foreman, an insufficient number of employees needed to perform the work accede to the request, then the Public Works Manager or General Foreman may order employees to perform the overtime work using the seniority list in reverse order. Failure of an employee to report for overtime work under these circumstances, unless excused by the Public Works Manager for legitimate urgent reasons, shall subject the employee or employees who refuse or reject the order to discipline and/or discharge.

I. Employees shall be entitled to a ten (10) minute break in the afternoon.

J. Employees working overtime will be entitled to a thirty (30) minute break after three (3) continuous hours of

overtime work, subject to the right of the Public Works Manager to stagger breaks in the event overtime work is commenced by various employees or crews at or about the same time; but in no event shall any employee be required to work more than four (4) continuous hours of overtime work without a break.

K. The Employer shall provide a dinner allowance up to \$7.50 per employee working three continuous hours of overtime work during emergency snow conditions providing that a majority of the roads are open. Signed vouchers for the meals shall be submitted to the Public Works Manager who shall in turn submit the receipts on an approved voucher for reimbursement by the Treasurer's Office on a monthly basis.

L. Lunch time on payday shall be 45 minutes. Each employee is required to utilize the time clock to record time out and time in.

M. The weekly starting time for the Department of Public Works shall be 7 a.m., Monday through Friday.

N. Work-Week Reduction - In the event that the maximum work-week is reduced by legislative act to a point below the regular work-week provided herein this agreement shall be reopened for wage negotiations only.

ARTICLE IX. SAFETY PROVISIONS AND LOST TIME PAY

A. The Employer will make reasonable provisions to, promote and enforce the safety and health of his employees and shall comply with all federal, state and local requirements for occupational safety and health. Equipment will be maintained in such a manner as to ensure safe operation. The Employer will promote and enforce a safety program to safeguard the health, life and limb of its employees and maintain its equipment, in such a manner as to insure safe operation.

Should an employee be injured on the job and is unable to continue working as a result of the injury, he/she shall be paid for the entire day, provided the injury occurred in the course of employment.

B. No employee shall lose his/her job as a result of any on-the-job injury sustained in the course of employment; provided, however, that the Employer may replace such injured employee if the Employer determines that the position should be filled prior to the injured employee returning to the job.

In the event the injured employee is physically and mentally able to perform his/her job after he/she has recovered from the injury, he/she shall be entitled to resume his/her job, provided such resumption occurs within six (6) months of the injury. In the event an injured employee wishes to resume his/her job, the Employer has the right to have such employee examined by a physician of its choosing

and the determination of said physician as to whether the employee is physically and mentally able to perform his/her job shall be binding on the Employer, employee and Union. In the event that an injured employee wishes to resume his/her job having been determined to be physically and mentally able to do so, as provided above, and such job has been filled by the Employer, then the person with the least seniority filling the job shall be laid off or bumped to provide a job position for the returning employee.

C. Required safety equipment and such other equipment as the Employer must provide by statute or regulations, including articles of clothing, shall be at no cost to the employees. These shall be used and/or worn by the employees while on the job and failure to do so is good and just cause for discipline and/or discharge.

ARTICLE X. EMPLOYMENT PRACTICES

A. New Hires

Applicants for positions available will be interviewed by the Public Works Manager and/or the Council member responsible for that Department who then makes recommendations to Personnel Committee which then refers applicant to Council.

If the applicant is acceptable, the applicant shall provide a certificate of medical suitability for the position requirements to the Borough Clerk, at the Borough's expense.

A letter of appointment to each new employee will state probation period, salary and other conditions governing his/her employment.

Each new employee shall be considered as being on probation for the first six months of employment and shall be so advised at the time of appointment. At the end of six months the employee must be notified of permanent appointment or rejection.

B. Time and Attendance:

The Employer shall furnish and maintain for the use and benefit of all employees a time recording system or time clock.

Accurate time and attendance records will be maintained

by each Department. The person in charge of the unit, office or activity will certify as to the accuracy of the time reports.

All Borough employees are to be at their assigned jobs ready for work as specified by the Public Works Manager, unless on vacation, leave of absence, or absent for good cause.

It is the responsibility of each employee to notify his/her Supervisor if he/she will be absent or delayed in reaching his/her assigned post. If unable to reach his/her Supervisor, then the Borough Clerk should be notified.

Lunch periods shall be specified by the Public Works Manager, making certain that duty stations will be covered during the period. Normal allowance for lunch is one-half hour except as provided in Article VIII, Section L..

C. Absences:

Absences from duty are classified as illness, excused absences, unexcused absences or vacation and will be so noted on Time Reports by the Public Works Manager.

All absences on account of illness or disability shall be reported immediately to the Public Works Manager. In the event the Public Works Manager cannot be reached, the absence should be reported to the Borough Clerk and Council member responsible for that Department.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough.

Any absence due to illness or disability in excess of three (3) working days must be certified by a written statement from the attending physician.

D. Leave of Absence:

Any employees desiring leave of absence from his employment shall secure written permission from the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission from same must be secured from both the Union and the 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, subject to the provisions of Article IX. Section B. The employer shall not be paid for any leave of absence except bereavement unless authorized by the Borough Council. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by either the Union or the Employer.

ARTICLE XI. BENEFITS

A. PAID HOLIDAYS:

- | | |
|----------------------------------|-------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Veteran's Day |
| 4. Washington's Birthday | 11. Thanksgiving Day |
| 5. Good Friday | 12. Friday after Thanksgiving |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | 14. Employee's Birthday |

a. Employees performing duties authorized by the Public Works Manager on days designated as a paid holiday shall be paid double the regular rate plus holiday pay.

b. Should the Mayor, because of special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Borough Council, close the Borough Offices thereby giving time-off to personnel employed there, the employees covered by this Agreement who perform duties authorized by the Public Works Manager on said special holiday shall be paid double the regular rate plus the holiday pay.

B. VACATIONS

Full-time regular employees will receive vacations with pay as follows:

- a. After one year of continuous service - 10 working days
- b. After seven years of continuous service - 15 days
- c. After fourteen years of continuous service - 20 days
- d. After twenty-four years of continuous service - 25 days

All vacation must be taken within the year of entitlement except that if the first anniversary date occurs in December, the vacation to which entitled may be taken the following calendar year but not consecutively with the vacation to which entitled for the second anniversary.

All vacations must be approved by the Public Works Manager and/or Council member responsible for the Department.

C. PERSONAL DAYS:

Full-time regular employees of the Public Works Department will receive three (3) personal days per year. Employees will also have the option to use a maximum of three (3) sick days as personal days per year for a total not to exceed six (6) personal days per year.

D. SICK LEAVE WITH PAY:

Sick leave with full pay will be granted to an employee of the Public Works Department who has permanent status and is employed on a full-time basis when the employee is unable to report for work for any of the following reasons:

1. Illness or accident to employee not arising out of the employee's course of employment.
2. Illness in employee's immediate family which requires attendance upon or in place of the ill member for three (3) consecutive days.
3. Attendance at a hospital by reason of an illness of any member of the employee's immediate family for three (3) consecutive days.

4. Discovery of a contagious disease in the employee's household.
5. The death of a member of an employee's family.

Any employee who, in accordance with the foregoing rules, is entitled to sick leave shall receive full pay for the time lost on account of said sickness or other disability up to a maximum period of time as follows:

- a. During the first calendar year of service, one working day for each month of employment.
- b. After the first calendar year of service, fifteen working days in each calendar year of employment thereafter.
- c. Any employee unable to report for work must notify the Public Works Manager. In the event the Public Works Manager cannot be reached, the absence and the reasons must be reported to the Borough Clerk and Council member responsible for that Department.

If any employee of the Public Works Department uses none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, not to exceed 180 days.

Unused sick leave in an amount not to exceed 60 days may be taken at full pay during the period immediately prior to retirement. An employee shall provide 60 days (two months) notice in writing of the date of intended retirement to the Public Works Manager or General Foreman.

Any employee using accrued sick leave for personal,

business, vacations or any unapproved activity will be subject to disciplinary measures which could result in his or her termination of employment.

Any employee absent for five (5) consecutive working days without notice of absence or permission will be considered to have resigned from his or her job not in good standing.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough Council at the Borough's expense. Any absence due to illness or disability in excess of three (3) working days must be certified by a written statement from the attending physician, at the employee's expense.

At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for any employee, but shall not exceed the limits allowed by state law.

E. HEALTH BENEFITS:

Each full-time employee shall be entitled to medical and dental insurance through existing insurance plans as provided by the Borough for its other full-time employees.

Employees enrolled in the Borough's health care insurance program prior to July 1, 1998 shall not be affected by the

following limitations of the Borough's responsibility to pay the premium costs of health care insurance.

Beginning July 1, 1998, employees eligible for enrollment in the Borough's health care insurance program shall be subject to the following contributions toward the cost of health care insurance.

Single Coverage - 5% of the calculated rate of the premium established each year on July 1 for a 12 month period ending June 30 of the following year.

Family coverage - (employee and eligible dependant) - 7.5% of the calculated rate of premium established each year on July 1 for a 12 month period ending June 30 of the following year.

Employee contributions shall be in the form of a payroll deduction. Should the calculated rate be revised, the employee shall be so notified of the revised rate at least 60 days prior to the effective date.

F. FUNERAL LEAVE:

In the event of a death of a fellow employee of the Public Works Department, employees will be given time off and suffer no loss in pay to attend the funeral and/or burial services provided these employees return to work at the conclusion of the service.

G. BEREAVEMENT LEAVE:

A leave of absence for three days (3) will be granted to a regular employee upon the death of spouse, child, mother, father, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law.

H. EDUCATION

The Employer agrees to pay for educational courses satisfactorily completed by an employee provided: (1) that any such course is job related; and (2) that attendance at any such course is approved in advance by the Public Works Manager or General Foreman and the Department of Public Works Committee of the Borough Council. It is recognized and understood by the parties hereto that disapproval of such courses may be based on, among other things, financial considerations.

I. 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.

J. Any benefits resulting from revisions to the Borough Personnel Policy will include Public Works employees.

ARTICLE XII. GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions of this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. The aggrieved employee or employees must present the grievance in writing to the Public Works Manager or General Foreman through the Shop Steward within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the Public Works Manager within ten (10) working days, the grievance may be appealed to Step 2.

Step 2. If the grievance is not resolved under Step 1 hereof, the Union's Business Representative may present the written grievance as completed under Step 1 to the Department of Public Works Committee of the Borough Council within three (3) working days and arrange for a meeting for the purpose of reviewing the grievance, and the Department of Public Works Committee shall return its written answer to the Union within five (5) working days after receipt of grievance or meeting whichever is later.

Step 3. If the grievance is not resolved in Step 2 hereof, the Union may present the written grievance to the

Mayor and Council at its next regularly scheduled meeting provided that at least five (5) days notice be given to Mayor and Council. The Mayor and Council shall answer the grievance in writing within ten (10) calendar days after its consideration of said grievance.

Incremental withholding for predominantly disciplinary reasons shall be subject to mediation if the grievance process for these issues does not resolve the grievance. The burden of proof showing the actions of the staff member resulting in the letter of reprimand or the increment withholding shall be on the part of the Mayor & Council, but if that burden of proof is sustained then the decision to issue the letter of reprimand or withhold the increment shall be upheld.

Section 2. All of the time limits contained in this Article of the Agreement shall be construed as maximum periods of time and may be extended only by mutual agreement. Unless such time is extended by mutual agreement the failure of the Union and/or employees to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of said grievance.

Section 3. No reprisals of any kind shall be taken by the Mayor & Council or by any member of the administration

against any party is interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

ARTICLE XIII. MISCELLANEOUS ITEMS

The Employer shall furnish and maintain for the use and benefit of all employees a time recording system or time clock and a medical kit at the Borough Garage.

The Borough agrees to provide warm winter uniforms.

ARTICLE XIV. 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.

ARTICLE XV. 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 the 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 Public Works Manager or General Foreman of the Department of Public Works, 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.

C. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated

by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE XVI. SHOP STEWARD

A. There shall be at all times one shop steward designated by the Union and one alternate shop steward designated by the Union, authorized to act in the absence of the shop steward. All references herein to responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the shop steward.

B. Shop Steward shall suffer no loss of pay for the time spent during working hours in the performance of his duties, providing the Public Works Manger or General Foreman has approved his deviation from his work in advance. The Public Works Manager or General Foreman 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 his/her selection or designation by the Union. Under no circumstances shall the Shop Steward be discriminated against by the Employer.

C. The authority of the Shop Steward and Alternate Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in

accordance with the provisions of this collective bargaining agreement;

2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers; provided such messages and information (a) have been reduced to writing; or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
4. The representation, at the request of any employee covered hereunder, in discussion initiated by the Public Works Manager or General Foreman, concerning the work performance of said employee, or any other matter in which an employee feels he/she needs such representation, subject to paragraph B above.
5. Any abuse of the provisions of paragraph C4 above, by the Shop Steward shall, in the first instance be discussed with a representative of the Local Union.

D. 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, slowdown or stoppage in the place of business of the Employer nor order the discharge of any employee.

E. The Employer and the Union recognize these limitations upon the authority of the Shop Steward and the Alternate Shop Steward. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE XVII. AGENCY SHOP

The Borough and the Union agree that the Borough shall deduct the sum of up to 85% of the rate of the Union dues from each and every non Union Member of the bargaining unit represented by the Union and shall remit this agency shop fee to the Union on a monthly basis no later than the 15th of each month. The Union shall notify the Borough of the amount of the agency fee.

ARTICLE XVIII. CHECKOFF OF UNION DUES AND CREDIT UNION

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 and assessment 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, initiation fee and assessment.

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

C. 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 regular weekly Credit Union deductions and remit to TRI-LINC FEDERAL CREDIT UNION, 416 Vosseller Avenue, Bound Brook, New Jersey 08805.

D. The Union shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to it. Neither the Employer nor any of its officials and employees shall be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Employer and its officials and employees shall be released from all liability to the employees for whom deductions are made and to the Union.

ARTICLE XIX. NO STRIKE

The parties agree to settle any differences through the grievance procedure. There shall be no strikes, work stoppages, slowdowns or lockouts of any kind. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action including discharge against any employees participating in a violation of the provisions of this Article.

ARTICLE XX. WAGES

<u>A. SALARY GUIDE</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
<u>Workers:</u>				
Probationary	\$21,181.	\$21,816.	\$22,471.	\$23,257.
Grade 1	\$24,320.	25,050.	25,801.	26,705.
Grade 2	\$25,966.	26,745.	27,548.	28,512.
Grade 3	\$27,850.	28,686.	29,546.	30,580.
Grade 4	\$29,183.	30,058.	30,960.	32,044.
Grade 5	\$30,910	31,838.	32,793.	33,940.
Grade 6	\$32,007.	32,967.	33,956.	35,145.
Grade 7	\$33,890.	34,907.	35,954.	37,212.
<u>Mechanics:</u>				
Grade 1	\$27,458.	28,281.	29,130.	30,149.
Grade 2	\$29,183.	30,058.	30,960.	32,044.
Grade 3	\$32,165.	33,130.	34,124.	35,318.
Grade 4	\$36,622.	37,720.	38,852.	40,212.
Grade 5	\$39,462.	40,646.	41,866.	43,331.

B. Longevity:

After completion of each fifth year of service to the Borough, longevity payments shall be \$400.00 for each five year period of service.

C. Personnel evaluations for incentive raises and /or step

increases will be made during the month of October of each year for the following year's salaries. Evaluations shall be submitted for review by the employee and the Union.; Recommendation will subsequently be presented to Borough Council for approval no later than the first regularly scheduled Council meeting in November of the same year.

ARTICLE XXI. GRADES 8 AND 9

A. All employees presently in Grades 8 or 9 shall be red circled. Salary guide for these employees will be as follows:

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
Grade 8	\$36,622.	\$37,721.	\$38,853.	\$40,213.
Grade 9	\$39,352.	\$40,533.	\$41,749.	\$43,210.

B. Elimination of Grades 8 & 9

Grades 8 & 9 shall be red circled and shall be eliminated from the salary guide upon the termination of employment of those employees presently in those grades.

ARTICLE XXII GRADES AND SCHEDULE OF STEP INCREASES

<u>A. Worker Grades:</u>	<u>Years Between Grades:</u>
Probationary	6 months
Grade 1	18 months
Grade 2	2 years
Grade 3	2 years
Grade 4	2 years
Grade 5	2 years
Grade 6	2 years
Grade 7	

<u>B. Mechanic Grades:</u>	<u>Years Between Grades:</u>
Grade 1	2 years
Grade 2	2 years
Grade 3	2 years
Grade 4	2 years
Grade 5	

C. Employees shall be promoted to the next grade after serving the required time in their current grade unless, in the judgement of the Manager of Public Works, the employee's performance does not merit promotion. For employees hired on or after January 1, 1997, for service in the Department of Public Works, promotion shall take place in the first full

month following the employee's service anniversary. All employees hired before January 1, 1997 shall have promotions take place on January 1 of their appropriate year. This process shall continue during the subsequent years of service until the maximum step is achieved. If a promotion is denied, the Manager of Public Works shall provide the employee with a copy of the evaluation at least 30 days prior to the employee's anniversary date. All evaluations shall be subject to review by the employee, the Union and the Manager of Public Works. The employee may appeal the denial through the grievance procedure. Grade step withholding for predominantly discipline reasons shall be subject to mediation if the grievance process for these issues does not resolve the grievance. The burden of proof showing the actions of the staff member resulting in the grade step withholding shall be on the part of the Mayor and Council, but if that burden of proof is sustained then the decision to withhold the grade step shall be upheld.

ARTICLE XXIII RETROACTIVITY

All terms of this agreement, including wages, will be retroactive to January 1, 1997.

ARTICLE XXIV. DURATION

This agreement shall be in full force and effect from January 1, 1997 through December 31, 2000.

ARTICLE XXV. 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 agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

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.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

BOROUGH OF SHREWSBURY


BY: 

ATTEST:

DATE: May 11, 1998

Audrey R. Semple

TEAMSTERS LOCAL 177

BY: 

ATTEST:

DATE: 5/16/98

George J. Semer

Charles R. Suozzo