

AGREEMENT

BY AND BETWEEN

TOWNSHIP OF MIDDLE, A Municipal Corporation
of New Jersey

33 Mechanic Street
Cape May Court House, NJ 08210

and

TEAMSTERS LOCAL NO.676
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFERS,
WAREHOUSEMEN AND HELPERS OF AMERICA AFL-CIO

FOR THE PERIOD
JANUARY 1, 1990
THRU DECEMBER 31, 1992

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ARTICLE 1

RECOGNITION

The Township recognizes the Union as the exclusive representative of those certain employees in the Middle Township Road Department for the purpose of collective negotiations concerning salaries, wages, and other terms and conditions of employment. For purposes of this Agreement, the employees covered hereunder shall be all those specified in a certain Certification of Representative, Docket No. RO-90-61, issued by the Public Employment Relations Commission of the State of New Jersey on December 26, 1989, copy attached.

ARTICLE 2

MANAGEMENT RIGHTS

A. The TOWNSHIP hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the on-the-job activities of its employees;

2. To determine the standards of selection of employment and to hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;

4. To relieve employees from duty because of lack of work, lack of funding, or cause provided by State statute or regulation;

5. To maintain the efficiency of its operations;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments subject to the terms and conditions of this Agreement; and
9. To exercise complete control and discretion over the organization and the technology of performing its work.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the TOWNSHIP, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 3

UNION RIGHTS

A. Accredited representatives of the UNION may enter the TOWNSHIP facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the UNION decides to have its representative enter the TOWNSHIP facilities or premises, it will request such permission from the appropriate TOWNSHIP representatives, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of TOWNSHIP government or normal duties of employees. There shall be no UNION business transacted nor meeting held on TOWNSHIP time.

B. The UNION shall have the right to designate a Shop Steward and one alternate from the TOWNSHIP seniority list.

C. The TOWNSHIP and the UNION acknowledge and agree that from time to time the Steward or his alternate may be required to perform essential UNION duties. Accordingly, the TOWNSHIP agrees to give time off the job with pay for the Steward or his alternate performing essential UNION duties; except when the Steward is involved in his official capacity in disciplinary proceedings which reasonably require his presence, such time shall not exceed thirty (30) minutes during any one day. The UNION agrees to take all steps necessary to insure that this time is within reasonable limits. When such requirement exists, the employee shall notify his/her Department Head or his/her Supervisor of the duty which must be performed, the location of its performance and the estimated time required.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

SECTION 2

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

SECTION 3

The term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or alleged violations of policies, agreements, and administrative decisions affecting them and the terms and conditions of employment or the express terms of this Agreement. No grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the term and conditions of employment controlled by statute or administrative regulation or policy, incorporated by reference in this Agreement, either expressly or by operation of law, or the express terms of this Agreement, shall not be processed beyond Step One herein.

SECTION 4

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived in writing by mutual consent:

A. Step One

The aggrieved or the UNION shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally.

Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

B. Step Two

If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee of the UNION may present the grievance in writing within five (5) working days thereafter to the Superintendent of Public Works. The Superintendent of Public Works shall answer the grievance in writing within five (5) working days of receipt of the written grievance. Failure of the Superintendent of Public Works to respond within the five (5) day period shall be deemed denial of the grievance.

C. Step Three

If the UNION wishes to appeal the decision of the Superintendent of Public Works, such appeal shall be presented in writing to the Township Administrator with five (5) working days thereafter. The Township Administrator shall respond, in writing, to the grievance within ten (10) working days of the submission. Failure of the Superintendent of Public Works to respond within the five (5) day period shall be deemed denial of the grievance.

D. Step Four

If the grievance is not settled in Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commissions.

1. The costs and services of the arbitrator shall be borne by the party against whom the arbitrator's ruling is rendered.
2. The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.
3. The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any

amendment or supplement thereto.

4. The decision of the arbitrator shall be binding upon both parties if the grievance concerns an alleged violation of the terms and conditions of this Agreement. The decision of the arbitrator shall be non-binding if the grievance concerns interpretation, application or alleged violation of policies, agreements and administrative decisions, it being the express intention of the parties that only matters covered by the terms and conditions of this Agreement shall be subject to binding arbitration.

Section 5

No grievance shall be actionable under the terms of this Article if the employee has a remedy under the Rules and Regulations of the New Jersey Department of Personnel.

ARTICLE 5

DISCIPLINE

A. The Union may participate at each level of discipline. Nothing contained herein shall prevent the employee from attempting to resolve any dispute informally with the Supervisor.

B. Minor disciplinary actions as defined in Department of Personnel Regulations shall be subject to the grievance procedure to a maximum of Step 3. No minor disciplinary action shall be subjected to binding arbitration.

C. The Township agrees to the reasonable utilization of progressive discipline wherever possible.

D. The parties agree that causes for dismissal without first discussing the matter with the business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage, or walkout.
2. Being under the influence of alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his employer or his employer's representative during working hours.
5. Illegal use or possession of dangerous controlled substances during working hours.

In each instance, the employer shall promptly notify the Union of the action taken in writing.

ARTICLE 6

DUES DEDUCTION

A. The TOWNSHIP agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the UNION. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the UNION and verified by the Township Treasurer during the month following the filing of such card with the TOWNSHIP.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the UNION shall furnish the TOWNSHIP written notice thirty (30) days prior to the effective date of such change and shall furnish to the TOWNSHIP either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President or Secretary-Treasurer of the UNION advising of such change deduction.

D. The UNION will provide the necessary "check-off authorization" forms and the UNION will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

E. The UNION agrees to indemnify and hold TOWNSHIP harmless from any and all liability arising out of the submission to the TOWNSHIP of an improper check-off authorization from.

F. Agency Shop

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-employee Relations Act" (P.L. 1941, c.100 c. 34:13A 1, et seq.) shall take effect.

Those employees of the Township of Middle that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

This 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 employee 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 employer. The Union

shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision.

ARTICLE 7

BULLETIN BOARD

The UNION shall have the use of a 3' x 5' bulletin board located in the Township Garage for the posting of notices relating to the meetings and official business of the UNION.

ARTICLE 8

NON-DISCRIMINATION

The TOWNSHIP and the UNION agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation, physical handicap or union membership or non-membership.

ARTICLE 9

POSTING OF VACANCIES

All job openings or vacancies shall be posted by the TOWNSHIP on the employees' bulletin board for a period of fourteen (14) consecutive calendar days. Any employee wishing to apply for an opening or vacant position shall do so in writing at the office of the Township Clerk. All job openings and vacancies shall be filled according to Department of Personnel Rules and Regulations.

ARTICLE 10

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement, neither the UNION nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e, the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the TOWNSHIP. The UNION agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any UNION member shall entitle the TOWNSHIP to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the New Jersey Department of Personnel Regulations.

C. The UNION will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the TOWNSHIP.

D. Nothing contained in this agreement shall be construed to limit or restrict the TOWNSHIP in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the UNION or its members.

ARTICLE 11

HOURS OF WORK

Section 1

A. The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday through Friday in the discretion of the TOWNSHIP. Additionally, each employee shall be allowed a one-half hour unpaid lunch. The hours to be worked each day shall be determined in the sole discretion of the TOWNSHIP.

Section 2

A. Any employee working in excess of eight (8) hours during any one day or in excess of forty (40) hours during any seven (7) day period as described in Section 1 above shall be compensated at the rate of one and one-half (1-1/2) times the employee's base rate, exclusive of longevity.

Section 3

A. During snow removal and other emergency operations, if called back to work, all hours worked in addition to the regular eight (8) hours shall be compensated at one and one half (1-1/2) times the rate, up to midnight of that day, at which time the employee's regular rate of pay shall resume. After a total of eight (8) continuous hours have been worked the employee reverts back to the time and one half (1-1/2) rate for all continuous hours thereafter.

Section 4

A. Employees working on a holiday shall be paid one and one half (1-1/2) times the employee's regular base hourly rate of pay in addition to their regular day's pay.

Section 5

A. During snow removal and other emergency operations, if called back to work, all hours worked in addition to the regular eight (8) hours shall be compensated at one and one half (1 1/2) times the rate, up to midnight of that day, at which time the employee's regular rate of pay shall resume. After a total of eight (8) continuous hours have been worked the employee reverts back to the time and one half (1 1/2) rate for all continuous hours thereafter.

Section 6

A. All Township employees who are required to work four (4) hours beyond their regularly scheduled (8) hour shift shall be entitled to a one-half hour paid meal break.

B. All employees shall be permitted prior to the end of their shift fifteen (15) minutes time for their personal wash-up.

Section 7

A. All employees shall be paid at the rate of one and one-half (1 1/2) time the straight time rate on the sixth consecutive day of work

B. All overtime and premium days work shall be offered by seniority to those qualified employees who are not working.

Section 8

A. Should an employee be assigned to perform a function of a higher rated classification for a period in excess of ten (10) working days, commencing with the eleventh working day he

shall receive compensation at the hourly rate of the lowest paid employee in the higher rated classification.

ARTICLE 12

WAGES

A. During 1990, each employee shall receive an increase equal to 7.2 percent of his 1989 base pay.

B. This Agreement shall be reopened for purposes of negotiation of wages for 1991 and 1992 and for no other purpose.

ARTICLE 13

UNIFORMS

The TOWNSHIP, at its own expense, shall supply work uniforms for each employee covered by this agreement as follows:

A. Five pairs of pants

Six shirts

One foul weather suit

Fifty (\$50.00) Dollar boot allowance per year.

One pair of gloves

B. In addition to the clothing provided above, the Township shall provide each mechanic with one pair of coveralls.

C. Each employee shall maintain his clothing in proper condition. Each employee shall wear said clothing until the appropriate TOWNSHIP representative, shall, in his sole discretion determine that a replacement is required. Uniforms must be worn while working or disciplinary action will be taken. In the event that an employee shall lose or destroy any article of clothing provided above, he shall be responsible for compensating the TOWNSHIP for the cost of replacement.

D. Tool Allowance

1. The Township shall provide its mechanics with all special tools (electrical tools and equipment, air tools and equipment, heavy duty tools, jacks, cutting equipment, etc.).
2. The Township shall provide each mechanic with a One Hundred Fifty (\$150.00) Dollar per annum tool allowance.

ARTICLE 14

SICK LEAVE

Section 1

- A. Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one and one quarter (1- $\frac{1}{4}$) days per month for each month of employment, up to a maximum of fifteen (15) days in any year.
- B. Sick leave shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he is absent from work because of such accident or illness.
- C. Sick leave may not be granted to an employee until the completion of the probationary period.
- D. A doctor's certificate may be required at the TOWNSHIP'S option as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse of sick leave shall be cause for disciplinary action.
- E. Sick leave may be accumulated from year to year without limitation.

- F. Sick leave benefits shall be intergrated with workmen's compensation. Under no circumstance will the intergration of sick leave benefits and workmen's compensation benefits exceed an employees regular straight time base rate of pay or weekly rate of pay. The TOWNSHIP may also require a certificate of hospitalization.
- G. Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the TOWNSHIP.
- H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work.
- I. Sick leave may only be taken in half day increments at a minimum.

Section 2

The TOWNSHIP may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the TOWNSHIP, by a physician designated by the TOWNSHIP. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE 15

TERMINAL LEAVE

Employees retiring pursuant to the Public Employees Retirement System with at least fifteen (15) years of continuous service shall receive twenty (\$20.00) dollars for each year of service.

ARTICLE 16

MILITARY LEAVE

The TOWNSHIP agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE 17

FUNERAL LEAVE

Section 1

A. In the event of death in the employee's immediate family, the employee shall receive three (3) scheduled working days off without loss of pay one of which must be the day of the funeral.

B. The "immediate family" shall include parents, children, spouse, brother, sister, legally adopted children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-mother, step-father and step children, or anyone residing in the household.

ARTICLE 18

MATERNITY LEAVE

- A. Request for maternity leave shall be made in writing no later than three (3) months prior to effective date of leave.
- B. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing.
- C. Such employee shall be granted earned and accumulated sick and vacation leave time during the time prior to and after the actual date of birth.
- D. Additional time, without pay, may be granted for reasons of the employee's individual health, upon presentation of a doctor's certificate setting forth the necessity therefor up to one (1) year.
- E. Paternity leave shall be permitted as provided by law.

ARTICLE 19

LEAVE OF ABSENCE

- A. Any employee desiring a leave of absence without pay from the TOWNSHIP shall secure written permission from the TOWNSHIP.
- B. Approval of such a leave of absence shall be at the sole discretion of the TOWNSHIP. Approval shall not be unreasonably withheld.

- C. The maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the TOWNSHIP.
- D. Permission for extension must be secured from the TOWNSHIP.
- E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with the provision shall result in the complete loss of seniority rights with the employee, involved, and may result in the employee's loss of employment with the TOWNSHIP, at the TOWNSHIP'S sole discretion.
- F. The employee shall be responsible for the continued payments for and may make suitable arrangements with the TOWNSHIP for the continuation of benefits.
- G. Upon request any employee unable to work, because of illness, injury or contagious disease, shall be granted an automatic unpaid medical leave of absence for the duration of such condition, up to a maximum of twelve (12) months or sooner if released by a licensed competent medical authority to return to work. During such medical leave, the employee shall retain and accrue seniority to which he may be or may come to be entitled to but without other benefit. The period of leave to commence from the time of illness causing the employee to remove from work duty.

ARTICLE 20

HOLIDAYS

The TOWNSHIP hereby agrees to provide paid holidays to each employee for the following dated:

SECTION 1

- A. New Year's Day
 Martin Luther King Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Easter Sunday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Election Day
 Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Day
- B. If an employee has taken an unexcused absence on the first work day preceding, or the first work day following any of the holidays enumerated in Section 1 above, the employee shall not receive pay for that holiday, unless he works on that day.
- C. Each employee shall be entitled to three (3) personal days. In order to utilize a personal day, the employee must provide one full day's notice to the Supervisor. No personal day may be used without permission of the Supervisor. In the event of family emergency, the Supervisor can waive the one day notice requirement.
- D. Easter Sunday shall consist of a floating holiday to be used by the employee in accordance with the provisions of Paragraph C above. Easter Sunday shall not be celebrated on Easter Monday.

ARTICLE 21

VACATIONS

Section 1

Employees covered by this agreement shall be entitled to vacation leave with pay pursuant to the following schedule:

<u>Years of Services</u>		<u>No. of Days Vacation</u>
1 year of service	-	12 working days
2 to 5 years of service	-	14 working days
6 to 10 years of service	-	17 working days
11 to 15 years of service	-	20 working days
16 to 20 years of service	-	25 working days
over 20 years of service	-	30 working days

Section 2

Each employee shall receive his full vacation pay on the last working day prior to going on vacation.

Section 3

Each employee shall submit his request for vacation no later than January 31 of each year. Vacations shall be assigned in accordance with the needs of the TOWNSHIP work load. No more than three (3) employees may take vacation at any time, except in the Township's discretion. When two or more employees request the same vacation period, seniority shall determine the issue. Any employee failing to submit his vacation request by March 31 shall forfeit his seniority rights for that calendar year. All vacation must be utilized during the calendar year in which it is earned. The TOWNSHIP may, in its sole discretion, deny the use of vacation leave to any employee if the pressures of work load require same. If such denial causes the employee to lose his vacation, he may carry that vacation into the following year.

Section 4

Any employee covered by this agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken. The employee shall also be entitled to the full vacation which he/she would have been entitled to as if he was employed to the end of the calendar year.

Section 5

An employee terminated for any reason shall be entitled to vacation on pro-rata basis.

ARTICLE 22

LONGEVITY

All fulltime employees shall receive longevity pay according to years of continuous service as follows:

Over five years of service - 2% of base pay
Over ten years of service - 4% of base pay
Over fifteen years of service - 6% of base pay
Over twenty years of service - 8% of base pay
Over twenty-five years of service -10% of base pay

ARTICLE 23

HEALTH AND INSURANCE BENEFITS

Section 1

- A. The TOWNSHIP shall provide Blue Cross, Blue Shield, Rider J. and Major Medical Insurance for the employee and the employees family. The TOWNSHIP shall also provide a zero dollar (\$0) deductible dental plan for the employee and the employee's family.
- B. The TOWNSHIP shall offer each employee membership in the prescription plan presently in effect for all other TOWNSHIP employees.

Section 2

The TOWNSHIP shall provide each employee with life insurance equal to three times the employees base salary. The employee shall contribute to the cost of said life insurance in accordance with the regulations of the Public Employment Retirement System.

Section 3

The TOWNSHIP may change the Health Benefits carriers, where equivalent and/or superior benefits would result from such a change, but only after consultation with the UNION.

Section 4

Upon retirement, after twenty five (25) years services with the TOWNSHIP, the employee/retiree and spouse shall be provided with Health Care Benefits as specified in Section 1, of this Article. Coverages will be provided until the employee/retiree reaches age sixty-five (65) or until the inception of any other Health Care coverage of like nature. The TOWNSHIP'S liability for the payment of premiums, shall not exceed the sum of \$3,000.00 per calendar year. This provision shall only apply to employees in the service of the TOWNSHIP of January 1, 1990 or thereafter.

ARTICLE 24

SAFETY

A. Employees shall immediately report all defects of equipment in writing.

B. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

C. The Township shall maintain in good repair, sanitary conditions for its employees only, including a toilet and hot and cold running water for employees.,

ARTICLE 25

SENIORITY

Section 1

A. Seniority is defined to mean an accumulated length of continuous service with the TOWNSHIP, computed from the last date of hire.

B. An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.

C. Seniority shall be lost and employment terminated if any of the following occur.

1. Discharge with cause;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;

4. Absence for five (5) consecutive working days without leave or notice; and
5. Engaging in any other employment during a period of leave.

D. Once each year, during the month of January, the Township shall compile and submit to the UNION in writing; and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said positing shall have their names added to this list in order of date of hire, and the UNION shall be notified of such additions.

E. Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

F. If the Township establishes different starting times for employees in the same job classification, the senior employee, if qualified in the classification, shall have the choice.

G. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.

ARTICLE 26

PROBATIONARY PERIOD

Prior to becoming a permanent employee with the TOWNSHIP, each new employee shall serve a probationary period of ninety (90) days.

ARTICLE 27

LAYOFF AND RECALL

Section 1

- A. Should it become necessary to lay off employees because of lack of work, the TOWNSHIP shall resort to strict seniority, which means the last employee hired in a given job title shall be the first employee laid off, so long as the employee retained is qualified to do the work.
- B. When the TOWNSHIP recalls the employee it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.
- C. The TOWNSHIP agrees to provide notice of lay offs pursuant to law.
- D. The TOWNSHIP when recalling laid off employees, shall contact the employee at the employee's last known address by certified mail, return receipt requested, and the employee shall have five (5) days to respond to such recall notice.

ARTICLE 28

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 29

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may

ARTICLE 30

HIRING

During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

ARTICLE 31

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1992, without any reopening date except as provided in Article 12.

This Agreement shall continue in force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Middle, Cape May County, New Jersey on _____ day of _____, 199 .

TOWNSHIP OF MIDDLE
CAPE MAY COUNTY, NEW JERSEY

BY: *Michael J. Voll*
Michael J. Voll, Mayor

TEAMSTERS LOCAL UNION 676

Edward C. Mulvenna 4/15/91
EDWARD C. MULVENNA, PRESIDENT
AND EXECUTIVE OFFICER

Attest: *Sharon Coco*
Sharon Coco, Clerk

Vincent L. Buondonno
Vincent L. Buondonno
Recording Secretary & Business Agent