

A G R E E M E N T

between

MAPLE SHADE TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY

and

TEAMSTERS LOCAL UNION NO. 676

LIBRARY
Institute of Management and
Labor Relations

DEC 4 1981

RUTGERS UNIVERSITY

X Jan. 1, 1981 - Dec. 31, 1983

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4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Township reserves the right, with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, 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 Constitutions and laws and administrative codes of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

8. The Township reserves the right, in accord with past practice, to contract with outside persons or firms to do work which might otherwise be performed by Township employees.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, as quickly as possible, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement, so as to assure efficiency and promote employee morale.

B. 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.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation or application of this Agreement or the alleged violation of any of the terms and conditions of this Agreement. With regard to the employer, the term "grievance" as used herein means a complaint or controversy arising over the interpretation or application of this Agreement or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the inter-

step in the grievance procedure.

H. There shall be no right to a hearing, except at the level of Step Five.

ARTICLE IV

DUES, DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, who are members of Teamsters Local 676, subject to this Agreement, uniform 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 individual authorization card, supplied by the Union and approved by the Township Manager 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 of the Union advising of such changed deduction and the authority therefor. No dues deductions shall be in a percentage amount.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver

the signed forms to the Township Manager. Note: A specimen form of the "check-off authorization" form is attached hereto as Appendix A. It is the Township's understanding that this "check-off authorization" does not conform to the State law in that it provides that it is irrevocable for a period of one (1) year whereas the law permits a Notice of Withdrawal to halt deductions as of January 1 or July 1, next succeeding the date on which notice of withdrawal is filed.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Manager. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who are part of the bargaining unit and who elect not to become members of the Union.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union to the Township Manager and the affected employee of the amount of the fair share assessment.

H. The above fair share fee, which shall be paid by payroll deduction as previously set forth, shall be in an amount equivalent to that part of the

Union's regular dues which does not represent expenses for benefits inuring only to its members, or for political and ideological activities, but in no event shall such fair share fee exceed eighty-five (85%) percent of Union's regular membership dues.

I. Prior to the signing of this Agreement, and within ten (10) days thereafter of any change that shall be made, the Union shall provide in writing to the Township, the information necessary to compute the fair share fee for services enumerated above.

J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

L. Any dues deduction provisions herein contained, will become effective with the execution of the Agreement, and will terminate with the termination date of this Agreement. Any employee who is transferred to a job classification which is not within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay-off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.

ARTICLE V

BULLETIN BOARD

A. The Union shall have the use only of the bulletin boards located at:

the Main Street Water Plant;

the Kings Highway Water Plant;

the Linwood Sewer Plant;

the Main Street Sewer Plant;

the Highway Department's Headquarters;

the first floor of the Municipal Building;

for the posting of notices relating to the meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President, Steward or alternate shall be permitted to be posted on said bulletin boards. The Township may remove from the bulletin boards any material which does not conform with the intent of the above provisions of this Article, or from any other place, material relating to the meetings and official business of the Union only.

ARTICLE VI

SHOP STEWARDS

A. The Union must notify in writing the Township Manager, the names of Stewards and accredited representatives. No more than three (3) Stewards and three (3) alternates total, of which one (1) Steward and one (1) alternate shall be from among the Water and Sewer employees of the Public Works Department, one from among the Highway employees of the Public Works Department, and one from among the employees in the Municipal Building may be designated by the Union.

B. Representatives of the Union who are not employees of the Township will be permitted to visit with employees during working hours for the purpose of discussing Union representation matters so long as they give prior notification to, and obtain the approval of, the appropriate department head. Such approval shall not be unreasonably withheld.

C. The Steward or alternate shall not give orders to employees nor countermand orders of supervisory personnel. Further, he shall not be the judge in determining whether a piece of equipment is unsafe. However, the business agent shall have the right to investigate, but not during working hours, unless emergent, and along with management determine disputes regarding unsafe equipment.

D. Any Steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section C of this Article, shall be subject to disciplinary action by the Township, including termination.

ARTICLE VII

NON-DISCRIMINATION

A. 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 or political affiliation.

B. The Township and the Union agree that all persons covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any person because of that person's membership or non-membership or activity or non-activity in the Union.

ARTICLE VIII

EMPLOYEE CLASSIFICATIONS

A. The following classifications
of employees are recognized for the term of this contract:

Senior Water and Sewer Repairer

Water and Sewer Repairer

Water Treatment Plant Operator

Sewerage Treatment Plant Operator

Water Meter Reader

Laborer

Police Radio Dispatcher

Senior Police Records Clerk

Senior Clerk Typist - except for a Senior Clerk

Typist who is in a confidential position; for
example, the Manager's Assistant

Senior Bookkeeping Machine Operator

Cashier

Equipment Operator

Truck Driver

Building Maintenance Worker

Junior Library Assistant

ARTICLE IX

PROMOTIONS, TRANSFERS AND TEMPORARY TRANSFERS

A. If promotions to a higher labor grade or transfers to another grade are in order, consideration for such promotions or transfers shall be based on ability to perform the work.

B. If, in the sole discretion of the Township, more than one (1) applicant for the promotion or transfer is qualified to perform the work, then seniority shall be considered as one factor in determining which applicant shall be granted the promotion or transfer.

C. Except in emergency situations, if a vacancy may be filled through promotion or transfer, notice of the vacancy shall be posted by the Township on the employees' bulletin board at least two (2) weeks prior to the filling of the vacancy. Any employee wishing to bid for the vacant position shall do so in writing at least one (1) week prior to the filling of the vacancy.

D. Township invites the employee's attention to civil service practice which requires the giving of notice often many weeks or months in advance of the actual filling of the vacancy.

ARTICLE X

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby 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 absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. 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.

.D. The Township agrees that it will not engage in the lock-out of any of its employees.

ARTICLE XI

HOURS OF WORK AND OVERTIME

A. The regular work week except for Water Treatment Plant Operators, Sewerage Treatment Plant Operators, Laborers in the Department of Public Works assigned to Water or Sewer Plant operations, Police Radio Dispatchers, full time Township Office employees and part-time employees including, but not limited to, Building Maintenance Workers and Junior Library Assistant, and all seasonal employees, shall consist of five (5) days; Monday through Friday, eight (8) hours per day.

B. The regular work week for Water Treatment Plant Operators, Sewerage Treatment Plant Operators, Laborers in the Department of Public Works assigned to Water or Sewer Plant operations, shall consist of five (5) consecutive days, eight (8) hours per day.

C. The regular work week for Police Radio Dispatchers will be as it was prior to the execution of this Agreement.

D. The regular work week for full time Township office employees, shall consist of five (5) days; Monday through Friday, seven (7) hours per day.

E. The regular work week for Building Maintenance Workers, the Junior Library Assistant, and any other part-time employee or seasonal employee shall be as

directed by the Township Manager.

F. In determining overtime, only the hours which are paid at the straight time daily rate, and the hours which constitute a holiday, are to be counted. Overtime will be calculated by the single week. If an employee does not work a full week following one in which he has earned overtime, he shall not lose that overtime. After eight (8) hours per day, or after forty (40) hours per week, the employee shall earn overtime at time and a half. If an employee should work fifty-two (52) hours in a week, he will receive double time. If he works seven (7) consecutive days, he shall receive double time for the seventh (7th) day.

G. Work on a holiday shall be paid at one and a half times the hourly rate, plus holiday pay.

H. In the event an employee is called in, or called back, he shall be guaranteed two (2) hours at time and one half with no reduction of work hours, except if he is called in or kept on contiguous with his regular work shift. The Township shall have the right to retain the employee on duty for the minimum time period.

I. Employees shall have five (5) calendar days notice of a shift change, except where an emergency necessitates a shift change within a shorter period of time.

ARTICLE XII

PAY PERIODS

A. All wages shall be due and payable in full every second week, at the end of the shift, but no later than nine a.m. on Friday.

B. One (1) week pay may be held, the Township.

C. When the regular payday occurs on a holiday, the Township shall pay the employees, at the end of the shift, but no later than 9:00 a.m. on the regular work day immediately preceding the holiday.

D. With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE XIII

SALARIES: RETROACTIVITY

A. Salaries for all bargaining unit employees shall, effective January 1, 1981, be increased by an amount equal to approximately seven (7%) percent more than the sums which were listed in the Ordinance No. 1979-20 of the Township of Maple Shade. The word "approximately" is used because the annual pay is rounded off to the nearest dollar in order to be divisible by twenty-six (26) (the number of pay periods).

B. Salaries for all bargaining unit employees shall, effective January 1, 1982, be increased by an amount equal approximately to ten (10%) percent more than the sums which are specified in Paragraph A.

C. Salaries for all bargaining unit employees shall, effective January 1, 1983, be increased by an amount equal approximately to ten (10%) percent more than the sums which are specified in Paragraph B.

D. These increases shall apply to each of the ranges in Section Three of the Ordinance and to each of the steps A through F in each of the ranges. It will also apply to the title Building Maintenance Worker and title Junior Library Assistant in Section Five of said Ordinance.

E. Although salaries are retroactive to January 1, 1981, any premiums over regular

straight time daily rates shall not be retroactive. Therefore no overtime previously paid shall be calculated on the increase; no shift differential; no holiday pay, etc., shall be retroactively increased. For purposes of this contract, such changes shall begin with the pay on October 30, 1981. However, in lieu of any retroactivity for other than straight time daily rates, the Township will pay to employees in the Bargaining Unit four (4) percent of the total of that category on their pay stubs as of the last pay period prior to October 1st, 1981, known as "other". This payment shall be made no later than last pay period to Christmas, 1981.

ARTICLE XIV

SHIFT DIFFERENTIAL

A. Employees at the Water Treatment Plants and Police Radio Dispatchers shall receive a shift differential of six (6%) percent per hour for the second shift and eight (8%) percent per hour for the third shift.

ARTICLE XV

LONGEVITY

A. All full time employees shall receive longevity pay as hereinafter provided.

B. Longevity percentages will be paid only on an employee's straight time daily rate.

C. The years of service for longevity shall be those whole years completed as of January first of each year, from the employees last date of hire.

D. For this purpose, any employee hired on or before June 30th, will be given credit for the whole calendar year in which he was employed. Any employee hired after June 30th will receive no credit for the calendar year in which he was employed.

E. The number of years of service shall be years of full-time service and shall not include any years of part-time service.

F. Longevity payments will be paid in a lump sum in December of each year.

G. If an employee terminates his employment prior to December, the longevity payment will be pro-rated to the date of termination and paid in his final check. If an employee terminates his employment after longevity payment has been made, his final check shall be adjusted to reflect a pro-rated longevity payment to the date

of termination.

H. During the year 1981, longevity pay will be as follows: After seven (7) years of service, there shall be an additional two (2%) paid for longevity; after twelve (12) years of services, there shall be an additional three (3%) percent paid for longevity; after more than fifteen (15) years of service, there shall be an additional three and one half (3-1/2%) percent paid for longevity.

I. After January 1, 1982, longevity pay will be as follows: After six (6) years of service, there shall be an additional two (2%) paid for longevity; after eleven (11) years of services, there shall be an additional four (4%) percent paid for longevity; after more than fifteen (15) years of service, there shall be an additional five (5%) percent paid for longevity.

ARTICLE XVI

SICK LEAVE

A. Each eligible employee as hereinbelow defined shall be entitled to fifteen (15) days of sick leave without loss of pay.

B. Sick leave pay shall be based upon the individual employee's regular straight time daily rate of pay, exclusive of shift premiums, for the day or any part of of which he is absent from work because of illness.

C. In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1st) work day absent.

D. Sick leave may not be granted to an employee until completion of the probationary period.

E. 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. If an employee is absent for three (3) consecutive days, the expense of the doctors' certificate will be his and not the Township's. Abuse of sick leave shall be cause for disciplinary action.

F. Sick leave benefits may not be convertible to cash bonus or to extra time off with pay.

G. Sick leave benefits shall be integrated with welfare payments, worker's compensation or

disability income. Under no circumstances will any combination of sick leave benefits with welfare, worker's compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.

H. 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.

I. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required, but not at the Township's expense.

J. 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 his health, the health of the other employees, or the public health.

ARTICLE XVII

MILITARY LEAVE

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

ARTICLE XVIII

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service;

2. The employee has not voluntarily sought jury service;

3. No employee is attending jury duty during vacation and/or other time off from Township employment, and;

4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to eleven o'clock a.m., that employee shall be required to return to work by twelve o'clock noon that day in order to receive pay for that day.

ARTICLE XIX

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay at straight time daily rate from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.

B. The term "immediate family" shall include grandparents, parents, children, spouse, brother, sister, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, and legally adopted children, but shall include only full relatives not half or step relations.

C. Time off with pay, as provided in this section, is intended to be used for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

ARTICLE XX

LEAVE OF ABSENCE

A. Any permanent employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.

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 like periods at the sole discretion of the Township up to a maximum of ninety (90) days.

D. Permission for extension must be secured from the Township with notice to the Union.

E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this 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.

ARTICLE XXI

UNION LEAVE

A. Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees.

ARTICLE XXII

HOLIDAYS

A. The following are the paid holidays to be given to the employees covered by this Agreement:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	The day before or after Christmas as determined by the Township Manager

B. When a holiday falls on a Saturday, it shall be observed by the Township on Friday and when a holiday falls on a Sunday, it shall be observed by the Township on Monday.

C. An employee will not be paid for a holiday if he does not work a normally scheduled day before and after the holiday.

ARTICLE XXIII

VACATIONS

A. Employees covered by this Agreement shall be entitled to vacation leave with pay at straight time daily rate according to the following schedule:

<u>Years of Service</u>	<u>Number of Days Vacation</u>
Beginning the first (1st) day of service	one (1) day per month
Beginning the sixth (6th) year of service	one and a quarter (1-1/4) day per month
Beginning the eleventh (11th) year of service	one and two thirds (1-2/3) days per month
Beginning the twenty-first (21st) year of service	two days per month

This paragraph shall not be interpreted to give more than twelve (12) days vacation in any calendar year during the first (1st) five (5) full years of service; nor more than fifteen (15) days of vacation in any calendar year during the sixth (6th) through the tenth (10th) year of service inclusive; nor more than twenty (20) days of vacation in any calendar year during the eleventh (11th) through the twentieth (20th) year of service inclusive; nor more than twenty-four (24) days of vacation during any year of service beginning with the twenty-first (21st) year.

B. The vacation period shall be the calendar year from January 1 through December 31.

C. Within sixty (60) days of the

signing of this Agreement, and by March 31st of every year thereafter vacations shall be scheduled by the respective Department Head placing on the appropriate bulletin board a list of employees according to seniority, and a list of the vacation periods which are open. Employees shall be given preference according to departmental seniority, wherever practicable, and consistent with continued efficient operation. This choice will remain available until March 31st of each year. When selected, no vacation chosen can be changed without the Department's Head permission and only to an open week. After April 1st of each year, seniority shall not be a consideration in the selection of a vacation.

For purposes of this paragraph the appropriate bulletin board shall be for Water Plant Employees, the one at the Main Street Water Plant; for Sewer Plant Employees, the one at the Main Street Sewer Plant; for the Highway Employees, the one at the Highway headquarters; for all other employees, the one at the first floor of the municipal building.

D. 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, effective thirty (30) days prior to the date of retirement.

E. In the event that an employee

is entitled to vacation leave at the time of his (or her) death, his (or her) widow or his (or her) estate shall receive the earned vacation pay.

F. In the event that an employee is entitled to vacation leave at the time of his termination for any other reason, he shall receive payment for any earned vacation as part of his final pay.

G. Vacation time may be carried over only from one year to the next, but not beyond that one succeeding year, unless upon the written request of the employee the Township Manager extends the period for which vacation may be carried forward.

ARTICLE XXIV

PERSONAL DAYS

A. Beginning January 1, 1981, each employee in the bargaining unit shall receive a paid day off which he may use for his personal business.

B. Beginning January 1, 1982, each employee in the bargaining unit shall receive two (2) paid days off which he may use for his personal business.

C. Beginning January 1, 1983, each employee in the bargaining unit shall receive three (3) paid days off which he may use for his personal business.

D. Two working days notice shall be given by the employee to his department head of his intention to use a personal day.

ARTICLE XXV

HEALTH BENEFITS

A. The Township agrees to continue to provide for the term of this Agreement the present Blue Cross, Blue Shield, Major Medical and Rider J benefits for all employees covered by this Agreement.

B. The Township agrees to provide for the years 1982 and 1983, the present Prescription Program established for all eligible members of the union. The Township will pay the sum of six (6¢) cents per hour for each hour worked by an employee in the bargaining unit as the cost of this program.

C. The Township agrees to provide for the year 1983, the present Vision Program established for all eligible members of the union. The Township will pay the sum of five (5¢) cents per hour for each hour worked by an employee in the bargaining unit as the cost of this program.

D. Unless the Union advises to the contrary, the payments required by B and C shall be made to Innovative Benefits Services, Suite 1100, 1411 Walnut Street, Philadelphia, Pennsylvania.

ARTICLE XXVI

UNIFORM ALLOWANCE

A. The Township will pay to all employees of the Department of Public Works covered by this contract, a uniform allowance as follows:

The year 1981 - One Hundred Ten Dollars

(\$110.00) per year.

The year 1982 - One Hundred Fifteen Dollars

(\$115.00) per year.

The year 1983 - One Hundred Twenty-Five Dollars

(\$125.00) per year.

ARTICLE XXVII

SCHOOLING

A. Where an employee is required to go to school, or desires to go to school for a course approved by the Township Manager as reasonably related to his job classification, the employee shall be paid twenty (20¢) cents per mile, tuition and the cost of required materials, provided that the employee passes the course and submits proof to the employee's Department Head.

B. If an employee is required to go to school, in addition he shall be paid for his time in attendance at his straight time daily rate.

ARTICLE XXVIII

INJURY PAY

A. In the event an employee is injured on the job, he shall sustain no loss of pay for the balance of the day and he shall go forthwith for medical attention.

B. The injury shall be substantiated by a doctor or hospital report.

C. The employee shall also be paid in the event it is impossible for follow-up treatment other than during working hours.

ARTICLE XXIX

SAFETY

A. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property, other than is inherent in the job.

B. Employees shall immediately report all defects of equipment or dangerous conditions of work in writing to the employee's Department Head.

C. The Township shall not ask or require an employee to take out equipment that has been previously reported in an unsafe operating condition until same has been approved as being safe by a proper Township Official.

D. 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.

E. Any employee involved in an accident shall immediately report said accident and any physical injury or property damage sustained by himself or anyone else.

F. When required by the Township, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township,

and shall turn in all available names and addresses of witnesses to the accident.

G. The Township shall maintain, in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.

H. The Township reserves the right to discipline, up to and including termination, any employee whom it is proven deliberately destroyed or rendered useless any Township or other person's property.

ARTICLE XXX

SENIORITY

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

B. An employee's seniority shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury.

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 three (3) consecutive working days without leave or notice, and;
5. engaging in any other employment during a period of leave.
6. failure to return after recall, or within two (2) years of lay-off;
7. if employee leaves the bargaining unit for any reason, even though he maintains employment with the Township; also, if the employee returns to the bargaining unit, his seniority begins from the date of his most recent entry into the bargaining unit.

D. If the Township establishes different starting times for employees in the same job classification, the senior man shall have the choice.

E. Once each year, during the month of January, the Township shall compile and submit to the Union in writing, and then shall post on each bulletin board listed in Article V, a list or lists of seniority as to the Township, the department, and the job classification from the Township records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.

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

G. It is the Township's position that this Article may conflict with Civil Service, in which event as previously provided, Civil Service prevails.

ARTICLE XXXI

PROBATIONARY PERIOD

A. All employees, prior to becoming a permanent employee with the Township, shall serve a probationary period of ninety (90) days.

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

C. In case of discharge within the probationary period, the Township shall notify the Union in writing.

D. It is the Township's position that this Article may conflict with Civil Service, in which event as previously provided, Civil Service prevails.

ARTICLE XXXII

LAY-OFF AND RECALL

A. Should it become necessary to lay-off employees because of lack of work, the Township shall resort to strict departmental seniority, which means the last employee hired 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 give at least one (1) week notice, whenever making seasonal or permanent lay-offs, to the Shop Steward and the affected employees whenever possible.

D. Notices must be given in writing.

E. The Township, when recalling laid off employees, shall notify the Shop Steward and the employee in writing. Notice to the employee shall be personally delivered or mailed to the employee's last known address, and the employee shall have seven (7) days to respond to such recall notice.

F. It is the Township's position that this Article may conflict with Civil Service, in which event as previously provided, Civil Service prevails.

ARTICLE XXXIII

HIRING ADDITIONAL EMPLOYEES

A. The Township shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.

B. The Union shall have the right to send applicants for the job or jobs, the Township agrees to consider such applicants and give the same consideration to Union sent applicants as is given to applicants from other sources.

C. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources.

ARTICLE XXXIV

FULLY-BARGAINED AGREEMENT

A. 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 XXXV

SEPARABILITY AND SAVINGS

A. 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 be in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all language remaining in any clause, sentence or paragraph in which the offending language may appear.

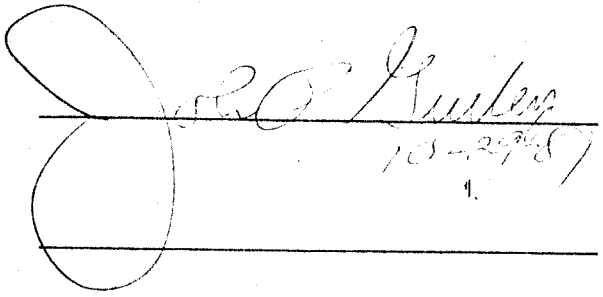
ARTICLE XXXVI

DURATION OF AGREEMENT

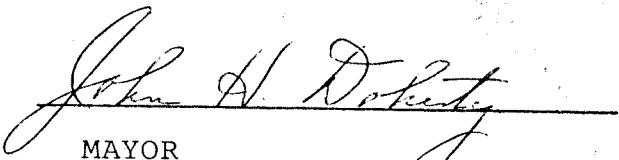
A. This Agreement shall be in full force and effect as of January 1, 1981, and shall remain in effect and to including December 31, 1983, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, 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 Maple Shade, New Jersey on this 29th day of October, 1981.

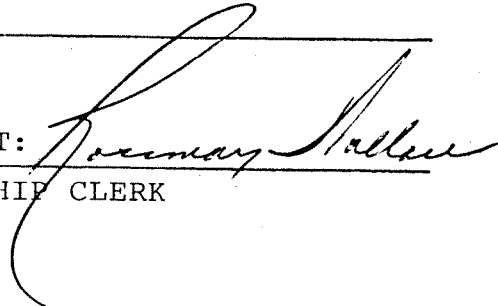
TEAMSTERS LOCAL NO. 676



TOWNSHIP OF MAPLE SHADE
BURLINGTON COUNTY, NEW JERSEY



MAYOR
TOWNSHIP OF MAPLE SHADE

ATTEST: 

TOWNSHIP CLERK

L-3004 6-79-1MM



APPLICATION FOR MEMBERSHIP IN LOCAL UNION NO. 1176

**Affiliated with the International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America.**

Date _____

DATE OF APPLICATION

I, the undersigned, hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the Constitution of the International as well as the Local Union Bylaws which are not in conflict with International laws and thereupon accept and assume the following oath of obligation: I pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union. I will faithfully perform all the duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner as not to bring reproach upon my Union. I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout. I will never discriminate against a fellow worker on account of creed, color or nationality. I will at all time bear true and faithful allegiance to the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and this Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

Printed in U. S. A.

SIGNATURE OF APPLICANT

APPENDIX "A"