

AGREEMENT

Between

TOWNSHIP OF BYRAM Township

COUNTY OF SUSSEX

NEW JERSEY

and

BYRAM TOWNSHIP

DEPARTMENT OF PUBLIC WORKS

X Jan. 1, 1979 - Dec. 31, 1981

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RECOGNITION

A. The Township recognizes the D.P.W. unit as the exclusive representative for the purposes of collective negotiations of all blue-collar employees employed by Byram Township, including mechanic operator, mechanic, public works repairer, and public works repairer/leadman, but excluding: managerial executives, confidential employees, professional employees, policemen, road foremen, and supervisors within the meaning of the New Jersey Employee Relations Act.

B. Titles herein shall be defined to include the plural as well as the singular, and shall include males as well as females.

ARTICLE I

TOWNSHIP RIGHTS AND RESPONSIBILITIES

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the Township's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Township.
2. To direct the Township's working forces and operations.
3. To hire, promote and assign employees.
4. To demote, suspend, discharge or otherwise discipline employees.
5. To maintain efficiency of the Township's operations.
6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted.
7. To relieve employees from duties because of lack of work or for other legitimate reasons.
8. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed.
9. To take whatever actions may be necessary to carry out the responsibilities of the Township.
10. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion.
11. To promulgate rules and regulations from time to time, which may effect the orderly and efficient administration of municipal government.

B. With respect to paragraph A above, the Township's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement

ARTICLE I continued
TOWNSHIP RIGHTS AND RESPONSIBILITIES

and to the extent that the same conforms to the laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny or to restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.

ARTICLE II
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, and may be raised by an individual employee or a group of employees, at the request of any such individual or group (hereinafter referred to as the "grievant"), or by the Township.

2. The term "immediate superior" as used herein means the person to whom the aggrieved employee is directly responsible under the prevailing table of organization of the Township of Byram. In the event an aggrieved employee has any question as to the identity of his immediate superior, he shall ask the Township Administrator to determine the immediate superior. The foregoing references to table of organization and determination of immediate superior are for informational purposes only, it being expressly understood that the nature, scope and formulation of a table or organization, and the determination of an employee's immediate superior, are non-negotiable, non-grievable, and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any form thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term grievance as herein provided.

C. PROEDURE - EMPLOYEES

1. Step One - Immediate Superior

(a) A grievant must file his grievance in writing with his immediate superior iwthin five (5) working days of the occurence of the

matter complained of, or within five (5) working days after he would have reasonably been expected to know if its occurrence. If the grievant's immediate superior is the Department Head, the grievance shall be initially presented at Step Two, but in all other respects the provisions set forth in Step One shall govern.

(b) The written grievance must identify the grievant by name(s), must be signed by the grievant and, must set forth with particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place of occurrence of such specific action or failure to act, the names of all Township representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contracts provision(s) forming the basis of the grievance, explaining the precise question of interpretation, application or alleged violation of such provision(s) underlying the grievance; and must set forth with particularity the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements of specificity and identification shall be null and void, need not be processed by the Township, and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Township.

(c) Once a grievance comporting with the foregoing requirements of specificity and identification is timely filed, the immediate superior shall investigate the grievance and render a written response, which shall be served upon the grievant. In the course of his investigation, the immediate superior may consider the matters contained in the written grievance, and may also schedule a meeting with the grievant within three (3) working days after receipt of the grievance. The immediate superior's response shall be served within five (5) working days after receipt of the grievance, or if a meeting has been held as aforesaid, within five (5) working days after the date of such meeting.

2. Step Two - Department Head

In the event the grievance is not resolved to the grievant's

ARTICLE 11 continued
GRIEVANCE PROCEDURE

satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One the grievant may present the written grievance and any written response received at Step One to the Department Head, together with a written statement of the grievant's dissatisfaction with the results at Step One. If the Township Administrator is serving as Department Head, Step Two shall be by-passed and the grievance presented at Step Three. Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed, except that the meeting date period shall be five (5) working days and the response period shall be ten (10) working days.

3. Step Three - Township Administrator

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two the grievant may present the written grievance and any written response(s) received at Steps One and/or Two to the Township Administrator, together with a written statement of the grievance by the Township Administrator, the procedures set forth in Step One shall be followed, except that the meeting date period shall be ten (10) working days and the response period shall be twenty (20) working days.

4. Step Four

For the length of this agreement, final grievance decision shall be resolved by the Township Committee, or by a Civil Service hearing, which ever the grievant deems most appropriate.

D. PROCEDURE - TOWNSHIP

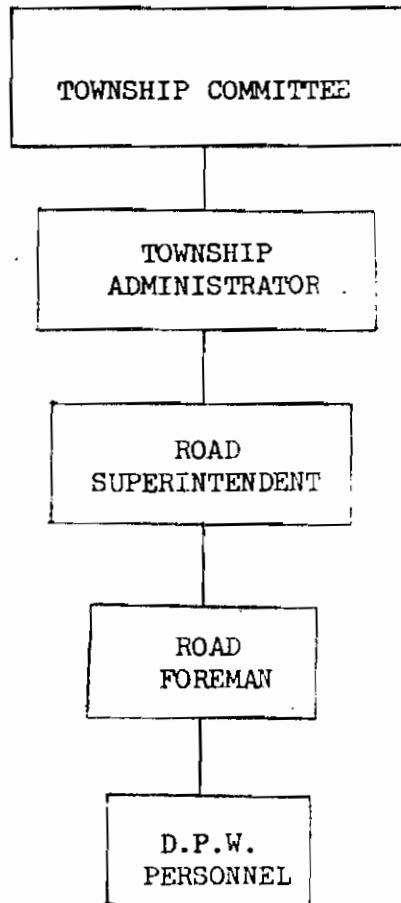
The Township Administrator may file a written grievance against the D.P.W. unit within five (5) working days of the occurrence of the matter complained or, within five (5) working days after the Township Administrator would have reasonably been expected to know of its occurrence. Such written grievance shall comport with the applicable provisions of Paragraph C, Section 1(b) of this Article, and shall be delivered to the units representative, or to such other representative as the unit may hereafter designate

ARTICLE II continued
GRIEVANCE PROCEDURE

in writing. The parties shall attempt to resolve the grievance through whatever means and by whatever methods they may mutually agree upon.

E. Chain of Command - D.P.W.

For the term of this Agreement, the following chain of command will be utilized for grievance procedure.



F. Any grievance initiated by either the D.P.W. unit or the Township that requires professional mediation, fact-finding, arbitration, etc. will be paid for on a basis of 50% by the Township, and 50% by the employee unit. This would not apply to any legal fees incurred by either party.

ARTICLE III

AGREEMENT NOT TO STRIKE OR LOBBY

A. The D.P.W. unit agrees that, during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absences, picketing or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

B. The unit agrees that during the term of this agreement, they will refrain from lobbying before the Byram Township Committee.

ARTICLE IV

VACATIONS

A. Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
Up to 1 year	One (1) day per month per calendar year from time of employment.
After the first year of service through 4 years of service.	(12) twelve working days
Five (5) years of service through ten (10) years of service.	(15) working days
Eleven (11) years of service through 20 years of service.	(18) Eighteen working days
21 years and over	(23) working days

B. Vacations shall be scheduled on the basis of seniority in title.

C. An employee may request approval to carry over to the year immediately succeeding not more than ten (10) vacation days. No such carry over shall be approved without the prior written consent of the Department Head and the Township Administrator. Carry over will not be more than one (1) year, pursuant to N.J.A.C. 4:1-17.11. If a man is called in for emergency work while on an approved vacation day, he may be granted the vacation day that year or in the following year.

D. No employee shall be allowed to take less than one day vacation.

E. The vacation schedule set forth in paragraph A above, to the extent that it represents an improvement in the preexisting schedule, shall be effective in calendar year 1979.

F. If upon termination from the Township's service, an employee has used more paid vacation leave than that to which he is entitled under this Article, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of paid vacation leave taken in excess of the number of paid vacation leave days to which he is entitled. For purposes of computing such entitlement, vacation allowance for the current year shall be prorated upon the number of months worked in the calendar year in which the termination from service becomes effective, and any paid vacation

ARTICLE IV continued
VACATIONS

leave which may have been carried over from the preceding calendar year pursuant to paragraph C above.

ARTICLE V

HOLIDAYS

A. Employees shall be granted holidays as designated below:

1. New Year's Day
 2. Washington's Birthday
 3. Good Friday
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Columbus Day
 8. Veteran's Day
 9. Thanksgiving Day
 10. Day after Thanksgiving Day
 11. Christmas Day
 12. General and Primary Election Days
- ** See Section F of this Article

B. Should any of the holidays designated above fall on a Sunday, the following Monday shall be an official holiday. Should any of the holidays designated above fall on a Saturday, the Friday immediately preceding the Saturday shall be an official holiday. Said official holidays shall be with pay.

C. To be eligible for a paid holiday, an employee must have worked the last scheduled day before and the first scheduled day after a holiday, unless on an authorized leave because of a bereavement, a vacation, or a sick day. If all sick time has been used, proof must be established of this fact.

D. Any employee required to work on any day of the above holidays, or required to work on Easter Sunday, shall receive double his normal work rate, said increment to be included in the employee's check for the following pay period.

E. The holidays listed in paragraph A above, to the extent they represent an improvement in the pre-existing holiday schedule, shall be effective commencing in calendar year 1979.

F. The Township agrees that as of the year 1980, all D.P.W. unit employees shall be extended one additional holiday. Said holiday will be Christmas Eve. Observance of this holiday will be in accord with Section B of this Article.

ARTICLE VI

SICK LEAVE

A. "Sick leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family seriously ill, requiring the care or attendance of such employee. For the purpose of this Article, "immediate family" shall mean a relative of the family residing in the employee's household.

B. Each employee shall be entitled to sick leave credits at the rate of one and one-quarter (1 1/4) days per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a prorated basis, he shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of sick leave taken in excess of the number to which he was entitled.

C. Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full-time employment, which is accumulative.

D. Upon termination of employment with the Township, an employee shall be entitled to 1/4 of all accumulated sick leave payable at the rate of pay as follows: Average base pay of last 3 years of employment. Those working less than 3 years will be paid at the average of their years worked for the Township.

E. Each employee is required to notify his superior by one-half (1/2) hour before starting time on each day of absence. Should the employee be unable to reach the supervisor, then the Township Administrator's office should be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family notify the supervisor or the Township Administrator's office giving reasons for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances the daily requirement of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action.

ARTICLE VI continued
SICK LEAVE

Failure to report absences from duty for five (5) consecutive business days shall constitute a resignation pursuant to Civil Service rules and regulations.

F. A certificate from a reputable physician in attendance shall be required as proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

G. Where any employee is absent from duty due to illness for less than five (5) days at one time, the Township may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for three (3) or more days at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave. An accumulation of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits by the Township nurse to the homes of employees on sick leave. The Township may require proof of illness after (2) two days of sick time if deemed justifiable.

H. If an employee is sick (1) one day before or after a Holiday, said employee will only be paid for such leave upon certification of illness by the employees physician.

ARTICLE VII

OTHER LEAVES

A. Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. When granted said leave, an employee shall receive the difference between pay received for jury duty and the employee's wages for the leave period.

B. The Township shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, child, brother, sister, mother, or father.

C. Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Township. For a leave without pay, the employee shall submit a written request to the supervisor at least thirty (30) days in advance stating the reason for the request, and the time required. This request will be forwarded to the Township Administrator and answered at least two (2) weeks in advance of the requested leave.

D. In cases of emergency, such as illness or accident, involving members of the employee's immediate family, the Department Head and the Township Administrator may grant permission to the employee to leave the job and attend to such emergency. Any time so used shall be chargeable against sick leave for the day of occurrence. One (1) full sick leave day will be charges if the employee leaves the job before 12 noon. Any additional time required shall be treated in accordance with Article VI - Sick Leave.

E. Unit employees shall be eligible for (4) four personal days.

ARTICLE VIII

INSURANCE

A. Existing hospital and medical insurance benefits shall be continued by the Township during the life of this Agreement.

B. All unit employees will be extended Blue Shield (750 J Series) as of the next month following the signing of this agreement.

ARTICLE IX

PENSIONS

A. The Township shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and laws of the State of New Jersey. All Legislation improving pensions and retirement benefits which are mandatory will be implemented.

ARTICLE X

UNIFORMS

A. The following articles of clothing shall be inside the yearly allowance as stated in section F of this article for the duration of this contract.

Work Shoes	Coveralls
Pants	T - Shirts
Shirts	Jackets
Vests	

B. The following articles of clothing shall be purchased outside the employees clothing allowance. Such items will be purchased when, in the sole discretion of the department head, such items have been destroyed performing Township duties. Such items shall be considered Township of Byram property and, as such, should remain in the respective employees locker or other such place as determined by the department head when not in use. Such items will be purchased by the Township and not the employee.

Hard Hats	Foul Weather Gear
Safety Goggles	Gloves

C. All unit employees must report to work in proper uniform as per rules established by the department head. Failure to report in such uniform may result in disciplinary action.

D. All unit employees will purchase or receive proper uniforms as per rules established by the department head.

E. The Township shall replace all unit employee's personal eyeglasses destroyed while performing Township duties. Contact lenses and physician's fees will not be included as the responsibility of the Township.

F. All unit employees will receive a clothing credit as follows.

1979: \$350 per unit employee

1980: \$370 per unit employee

1981: \$390 per unit employee

G. Purchases of any items of clothing or wearing apparel not expressly mentioned by name in this article will be the complete responsibility of the employee.

new revision

ARTICLE X

UNIFORMS

A. Uniforms, foul weather gear, hard hats, safety shoes will be issued when in the sole discretion of the Department Head, such issuance is both necessary and financially advisable. All unit employees will receive a uniform credit as follows:

1979: \$350 per unit employee

1980: \$370 per unit employee

1981: \$390 per unit employee

B. All unit employees will be issued (1) hard hat and (1) pair of safety goggles upon beginning work with the Township. Such equipment will not be charges against that employees uniform allowance. The Township will also replace any such equipment contained in this paragraph of any employee when such equipment has been destroyed while performing Township duties. Such replacement will not be charges against the employees uniform allowance.

C. The Township shall also replace all unit employees personal eye glasses destroyed while performing Township related duties. Contact lenses and physician's fees will not be included in this paragraph as the responsibility of the Township.

out

ARTICLE XI

HOURS OF EMPLOYMENT

A. The regular work day shall consist of eight (8) hours of work, beginning at 7:00 a.m. and continuing until 3:30 p.m., with one-half (1/2) hour for lunch. The lunch break shall be scheduled by the foreman on each job site.

B. The regular work week shall consist of five (5) working days, totalling forty (40) hours.

C. Each employee shall be entitled to one (1) fifteen (15) minute coffee break each morning, said coffee break to be scheduled by the job foreman.

ARTICLE XII

SALARY AND WAGES

A. The salary and wages of all unit employees, in existence prior to the negotiation of this contract, shall be increased as follows:

1. For calendar year 1979, an increase of .43¢ per hour per unit employee across-the-board.

2. For calendar year 1980, an increase of .51¢ per hour per unit employee across-the-board.

3. For calendar year 1981, an increase of .55¢ per hour per unit employee across-the-board.

BYRAM TOWNSHIP
DEPARTMENT OF PUBLIC WORKS
THREE YEAR SALARY GUIDE
1979 - 1980 - 1981

NAME Date of Hire	1979 hourly/yearly (+.43¢/man)	1980 hourly/yearly (+.51¢/man)	1981 hourly/yearly (+.55¢/man)
5/19/69 Hofer, E. Mechanic/Operator	6.67/hr. 13,873.60	+.10 in May 7.18/hr. 14,934.40	+ .10 in May 7.83/hr. 16,286.40
2/3/72 Wurzbach, R. P.W. Rep./Ldman.	6.48/hr. 13,478.40	6.99/hr. 14,539.20	7.54/hr. 15,683.20
3/7/77 Thomson, C. Mechanic	6.10/hr. 12,688.00	+.05 in March 6.61/hr. 13,748.80	7.21/hr. 14,996.80
2/77 McConnell, W. Equip./Oper.	6.10/hr. 12,688.00	+.05 in Feb. 6.61/hr. 13,748.80	7.21/hr. 14,996.80
4/3/78 Kruzewski, T. Mechanic	6.10/hr. 12,688.00	6.61/hr. 13,748.80	+.05 in April 7.16/hr. 14,892.80
5/16/73 Johnson, E. P.W. Repairer	5.94/hr. 12,355.20	+.05 in May 6.45/hr. 13,416.00	7.02/hr. 14,601.60
1/7/74 Beirer, P. P.W. Repairer	5.94/hr. 12,355.20	6.45/hr. 13,416.00	+.05 in May 6.97/hr. 14,497.60
11/27/70 DeSmet, P. P.W. Repairer	+.30 in May 4.97/hr. 10,337.60	5.83/hr. 12,126.40	+.05 in Nov. 6.38/hr. 13,270.40

CETA

if retained, would be paid at following rates

1/22/76 Milens, D. P.W. Repairer	+.05 in Jan 5.94/hr. 12,355.20	6.50/hr. 13,520.00	7.02/hr. 14,601.60
1/23/78 Black, J. P.W. Repairer	5.32/hr. 11,065.00	5.33/hr. 12,126.40	+.05 in Jan 6.38/hr. 13,270.40

ARTICLE XIII

STIPENDS

A. For the duration of this contract, additional pay increases shall be given to all eligible unit employees as per the following scale:

1. New employees shall receive an additional .30¢ per hour above their starting hourly wage at the end of six months probationary employment.

2. An additional .05¢ above their base hourly salary at the beginning of their fourth year of employment for that year only.

3. An additional .05¢ above their base hourly salary at the beginning of their seventh year of employment for that year only.

4. An additional .10¢ above their base hourly salary at the beginning of their eleventh year of employment. Said .10¢ per hour will be in addition to the base hourly salary for each year of service thereafter.

B. All additional stipends as described in this article will become effective upon the employees date of hire anniversary.

ARTICLE XIV
EXTRA COMPENSATION

I. OVERTIME

A. All unit employees, other than the foreman of the Road Department, shall be eligible for overtime compensation. Employees who are required to work in excess of forty (40) hours in one (1) week, shall be paid overtime compensation for all such hours worked at the rate of one and one-half (1 1/2) times their regular hourly rate. With respect to the forty (40) hour provision above, time taken from work for sick leave, personal days, or vacations, is included within the forty (40) hour base period to make an employee eligible for overtime compensation.

B. No employee shall work any extra time unless so scheduled by the Department Head or the Township Administrator.

C. All unit employees called to work because of emergencies shall be paid overtime from time of call-out and must report to work within (1) one hour of such call-out. Employees failing to meet such call-out provisions will not be paid from time of call-out, but rather from actual time of reporting to work.

II. MEAL ALLOWANCE

A. All employees will be paid a meal allowance for every (6) six hours of consecutive overtime worked as per the following schedule:

1979 - \$3.00

1980 - \$3.25

1981 - \$3.50

B. Employees will be allowed 30 minutes paid meal time for every (6) six hours of consecutive overtime worked.

III. MINIMUM CALL OUT

A. All hourly unit employees will be paid a minimum of two hours overtime for any emergencies called in to work on.

B. The Township reserves the right to take care of road related emergencies with supervisory personnel when so desired. However, whenever any job requires more than one person to accomplish, at least one hourly employee must be called out to perform this task. Such call-outs will be done on a rotating seniority basis.

ARTICLE XIV
EXTRA COMPENSATION continued

C. When there are no supervisory personnel available to take care of any road related emergency, such call-outs shall then be done in order of rotating seniority. In such cases, at least two hourly employees shall be called out to take care of the emergency.

ARTICLE XIV

EXTRA COMPENSATION

I. OVERTIME

A. All unit employees, other than the foreman of the Road Department, shall be eligible for overtime compensation. Employees who are required to work in excess of forty (40) hours in one (1) week, shall be paid overtime compensation for all such hours worked at the rate of one and one-half (1 1/2) times their regular hourly rate. With respect to the forty (40) hour provision above, time taken from work for sick leave, personal days, or vacations, is included within the forty (40) hour base period to make an employee eligible for overtime compensation.

B. No employee shall work any extra time unless so scheduled by the Department Head or the Township Administrator.

C. All unit employees called to work because of emergencies shall be paid overtime from time of call-out and must report to work within (1) one hour of such call-out. Employees failing to meet such call-out provisions will not be paid from time of call-out, but rather from actual time of reporting to work.

II. MEAL ALLOWANCE

A. All employees will be paid a meal allowance for every (6) six hours of consecutive overtime worked as per the following schedule:

1979 - \$3.00

1980 - \$3.25

1981 - \$3.50

B. Employees will be allowed 30 minutes paid meal time for every (6) six hours of consecutive overtime worked.

out

ARTICLE XV

MEDICAL EXAMINATIONS

A. One half (1/2) of all unit employees will receive routine medical examinations by a Township appointed physician on alternate years based on seniority.

ARTICLE XVI

POSTING OF NON-SUPERVISORY POSITION VACANCIES

A. The Administrator's office shall make every reasonable effort to post openings on non-supervisory classifications in the negotiating unit on employee bulletin boards for at least five (5) work days to afford interested employees an opportunity to apply.

B. If an employee is interested in a vacancy, he or she shall register his or her name in writing with the Department Head where the vacancy exists, and shall send a copy to the Administrator's office.

C. To provide advancement opportunities, the Administrator's office shall make every reasonable effort to post on employee bulletin boards any and all new positions or vacancies available in the Township, regardless of whether or not they have been announced in the Civil Service bulletin. In seeking inter-departmental transfers, whether promotional or lateral, employees shall not be discriminated against due to their status as Township employees.

ARTICLE XVII

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Committee against any employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the employees covered by this Agreement because of their membership or non-membership in the Committee or because of any lawful activities by such employees on behalf of the Committee. The Committee, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Committee.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the unit, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

C. The only exception to this article shall be as follows: the D.P.W. unit shall be extended any medical benefits as obtained by negotiations or conferred by the Township Committee to any other recognized bargaining unit on the Township of Byram for the duration of this contract.

ARTICLE XX

TERM AND RENEWAL

JANUARY 1, 1979 - DECEMBER 31, 1981

This AGREEMENT shall be in full force and effect as of the day and year first above written, and shall be in effect to and including December 31, 1981. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, by no later than September 30th of the year in which the Agreement expires, of a desire to change, modify, or terminate this Agreement. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their signatures and seals at Byram Township, New Jersey.

Department of Public Works

Township of Byram
Sussex County, New Jersey

By: _____

By: _____

Attest:

Attest:

Date: _____