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AGREEMENT

between

TOWNSHIP of ROXBURY

and

**INTERNATIONAL BROTHERHOOD of TEAMSTERS
LOCAL 102**

Effective January 1, 2001 through December 31, 2004

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PREAMBLE

This agreement entered into this 1st day of January 2001, between the TOWNSHIP of ROXBURY, a municipal corporation in the County of Morris and State of New Jersey (hereinafter referred to as the "Township") and the INTERNATIONAL BROTHERHOOD of TEAMSTERS, LOCAL 102 (hereinafter referred to as "Local 102"), represents the complete and final understanding on all bargainable issues between the Township and Local 102.

WHEREAS, pursuant to the New Jersey Employer-Employee Relation Act (Chapter 303 of the Public Laws of 1968, as amended and supplemented) the "Employer" (Township) and the "Employee (Local 102) have negotiated terms and conditions of employment for the employees of the Roxbury Water Pollution Control Plant represented by "Local 102" (hereinafter referred to as the "employee" or "employees") for the period from January 1, 2001 through December 31, 2004.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE I

The Township of Roxbury, Morris County, New Jersey, hereby recognizes "Local 102" as the sole and exclusive collective negotiating agent for all employees of the Roxbury Water Pollution Control Plant in the Township of Roxbury, with the exception of the Supervisor and the Foreman. The jurisdiction shall include employees of the Water Pollution Control Plant (except as mentioned above) all Composting, Line Maintenance, and all other related work.

ARTICLE II

EMPLOYEE RIGHTS

- A. The employees in the employee unit will have all rights granted under this contract.
- B. The employees will have the right to make a grievance on any issue arising over the terms of this agreement. Promotions within the department will be handled in accordance with the existing Township policy contained in the latest Revised General Ordinances of the Township of Roxbury.
- C. Employees will submit their bid for Job Postings to their Supervisor and to the Township Manager.

ARTICLE III

SALARIES

Section 1. Wages

Employees shall receive the following annual percentage increases to salaries; 2001 3.75%, 2002 3.75%, 2003 3.75%, 2004 3.75%. The percentage increases are to existing salaries (including the July 2001 1% increase). The July 1% bonus is deleted after year 2001.

Plant Operators & Lab Technicians

	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3 (Sr.)</u>
2001	\$35,033.00	\$36,965.00	\$39,872.00
2002	\$36,347.00	\$38,351.00	\$41,367.00
2003	\$37,710.00	\$39,789.00	\$42,918.00
2004	\$39,124.00	\$41,281.00	\$44,527.00

Mechanical Attendants

	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3 (Sr.)</u>
2001	\$35,032.00	\$36,005.00	\$37,421.00
2002	\$36,346.00	\$37,355.00	\$38,824.00
2003	\$37,709.00	\$38,756.00	\$40,280.00
2004	\$39,123.00	\$40,209.00	\$41,790.00

Employees will progress through the salary range steps as follows: those employed at Step #1 in 2002 progress to Step #2 in 2003 and Step #3 in 2004. All new employees shall be hired at the Step #1 rate (for the corresponding year).

Section 2. Longevity Pay:

- A. In addition to the salary provided in the pay plan, in recognition of the years of service that certain Township employees have provided to the community, and in recognition of the fact that once at the maximum pay of an established pay grade, a long-term employee will receive no salary advancement to recognize his increased value to the Township, the following longevity pay plan is herein established.

<u>Years of Service</u>	<u>Annual Increment</u>
5 - 9 years	\$600.00
10 - 14 years	\$900.00
15 + years	\$1,200.00

- B. Eligibility for longevity pay will apply only to employees hired prior to October 1, 1997.
- C. An employee becomes eligible for a longevity payment in the calendar year during which the required years of service is completed, provided that the maximum salary has been reached.

ARTICLE IV

HOURS AND OVERTIME

- A. The regular work schedule shall consist of 5 consecutive days of eight (8) hours per day.
- B. Any work in excess of eight (8) hours a day, but not less than eight (8) hours and twelve (12) minutes, or in excess of forty hours per week will be compensated at time and one half for overtime. All overtime pay has to have the approval of the Supervisor, or in his absence, the Foreman.
- C. Whenever an employee is called to work after having gone off duty, he or she shall be paid a minimum of three (3) hours pay at time and one half.
- D. The normal workweek shall be Monday through Friday. An employee may be reassigned to an alternate work shift or workweek, provided that the economic and/or personal impact of this change on the affected employee be negotiated with the Union. The Township may reassign an employee on an emergency basis if a task must be completed for the health and/or safety of the Township.
- E. Employees whose regular scheduled work hours include Saturday or an evening shift will have their regular hourly rate increased by 10% for those regularly scheduled hours worked on Saturday or in the evening.
- F. All overtime work on Saturday and Sunday shall be paid at one and one half time the regular rate of pay.
- G. Employees called to work prior to the start of the normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.
- H. Employees shall clock in and clock out promptly in accordance with procedures established by the Employer. Employees reporting late will be docked in fifteen (15) minute increments. Overtime will be paid in excess of fifteen (15) minutes after the regular work shift and retroactive to the end of the regular work shift.
- I. Employees requesting sick leave must notify their Supervisor within 30 minutes after their assigned starting time or their pay will be docked for all unreported time.

- J. Employees performing the work of the Foreman or Supervisor for a duration of 4 hours or more shall be paid at the current rate of the Foreman or Supervisor for the period worked.

ARTICLE V

HOLIDAYS

- A. The employees of Local 102 of Roxbury Township shall be granted the following paid holidays.
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. Thanksgiving Day
 9. The day after Thanksgiving
 10. Christmas Day and ½ day before Christmas
 11. Four (4) Holidays of choice
- B. The off duty time for holidays in Article V shall be take in accordance with a schedule established by the Supervisor or, in his absence, the Foreman. The holidays of choice may be taken only with the prior consent of the Supervisor so as to avoid being understaffed.
- C. In addition to the holidays granted to Local 102 of Roxbury Township, the Township of Roxbury agrees to give Local 102 employees any special holiday which may be granted to other Roxbury Township employees as a result of an act of the President of the United States or an act of the Township Council of the Township of Roxbury. Such holidays would be of a special nature rather than holidays granted yearly to Township employees and final approval of the special holiday would be by an act of the Township Council of the Township of Roxbury.
- D. Any employee who works on any of the above holidays shall be paid for such work at the rate of two and one half (2 ½) times the employee's regular rate for all hours worked, which shall include the holiday pay for the first eight (8) hours.
- E. To be eligible for holiday pay, said employee must work their scheduled workday before and their scheduled workday after the holiday, unless the day is an excused day with pay for verified illness or vacation.

ARTICLE VI

EDUCATIONAL BENEFITS

- A. 1. Employees attending continuing education courses (other than Federal or State mandated) shall be entitled to the following reimbursement schedule:

"Grade or Credit" Courses

90% or Higher	100% Reimbursement
80 to 89%	75% Reimbursement
70 to 79%	50% Reimbursement

"Pass / Fail" Courses

Pass	100% Reimbursement
Fail	No Remibursement

This applies to all work in recognized institutions of higher education for course work that is of benefit to the Township.

2. All continuing education, as required by the Township or Federal and State agencies, shall be provided for (and funded) by the Township during normal working hours.
- B. Any payment received from any tuition grant directly to the employee or from any other source shall be credited against the tuition reimbursement and the amount paid by the Township shall be decreased accordingly. To qualify for any reimbursement provided herein, a voucher must be submitted to the Township on the form and in the manner prescribed for payment of all vouchers to which there must be attached the following:
1. A certificate from the institution giving the title of the approved course, indicating successful compliance and completion of the approved course and/or
 2. A receipted voucher for tuition cost indicating it as payment for the specifically approved course at the institution in question, with a certification by the employee indicating that no reimbursement of the tuition costs had been received, or indicating the extent of any reimbursement and the amount due after reimbursement and/or
 3. A receipted voucher for the cost of books purchased and required in connection with the approved course, and an affidavit that the books were required by the institution.

C. Any employee receiving tuition and materials reimbursement from the Township shall enter into an agreement with the Township providing that they will continue their employment with the Township [and perform their existing or new duties in a proficient manner for a minimum of two years after the completion of the course, to offset the costs incurred by the Township. Failure to complete these years of service may cause the Township to seek restitution of funds expended on the employee's behalf.

D. The Township agrees to add to the employee's base pay for completion of courses or acquisition of licenses as follows:

1. For successful completion of each of the Sewage Treatment courses listed below, \$300.00 per annum, pro rated from the first of the month in which the employee receives certification of successful completion.

Introduction to Wastewater Treatment - 2 Part *\$ after part 2*
 Advanced Wastewater Treatment - 2 Part
 Advanced Collection Systems - 1
 Wastewater Laboratory Chemistry

2. For successfully acquiring the licenses listed below, the amount corresponding to each license, pro rated from the first of the month in which the employee receives the license.

S-1	Wastewater Treatment License	\$400.00
S-2	Wastewater Treatment License	\$900.00
S-3	Wastewater Treatment License	\$1,700.00
S-4	Wastewater Treatment License	\$2,500.00
C-1	Collection Systems License	\$400.00
C-2	Collection Systems License	\$900.00
C-3	Collection Systems License	\$1,700.00
C-4	Collection Systems License	\$2,500.00
	Laboratory Certification	\$1,600.00

3. Employees hired prior to the signing of this Agreement shall receive stipends for all licenses and courses completed, cumulative per year. Those hired after the signing of the Agreement shall be entitled to receive stipends for only the highest license held and all courses completed, per year.

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- E. Employees must request undertaking related educational courses, and receive recommendation from the Department Manager/Supervisor and authorization by the Township Manager.

ARTICLE VII

WELFARE AND PENSION BENEFITS

A. Health Benefits

1. The Township agrees to provide employees and their dependants, at no cost to the employee, the Blue Select Option IV Health Benefits Plan, which will be the standard plan for all employees. In the event an employee selects another health plan option from those currently available including Blue Choice and traditional indemnity to Township employees, the employee will pay the difference between the cost of the option chosen and the cost of Blue Select Option IV. Said difference in cost will be by deduction from pay spread equally among pay periods. The Township reserves the right to change carriers and plan options or self-insure as long as comparable or better benefits are provided.

It is understood that this provision establishing Blue Select Option IV as the standard plan will be implemented on 10/1/97. The employee contribution will be capped at the January 1, 2001 level for the duration of the agreement. As detailed in the attached and referenced letter from the Township Labor Council any modifications to the current provisions of health care coverage to retirees shall be subject to negotiation.

2. The Township will provide a prescription drug plan offering a \$5.00 co-pay for generic drugs. Co-pay for any prescription drug plan shall increase as follows: 2002: \$10.00, 2003: \$15.00, and 2004: \$20.00 for non-generic drugs. Should a prescription drug be a sole source with no generic equivalent or as prescribed by the employee's physician, the non-generic co-pay shall not exceed \$5.00.
3. Dental
4. Vision Care

The items 2 through 4 are for full family coverage. The Township reserves the right to change carriers so long as equivalent benefits are provided.

- B. Temporary Disability Insurance: The employer shall provide Disability Insurance as provided by the State of New Jersey Department of Labor and Industry, Division of Unemployment and Disability Insurance, or an alternate plan providing equal payments.

C. **Death Benefits:** The widow or the estate of any deceased employee shall receive benefits as follows:

- All salary earned but unpaid at the time of death.
- Any unused earned vacation pay.
- Any unused earned holiday pay.
- Any severance pay.
- Any accumulated sick leave reimbursement that may be provided for in this contract.
- Any compensatory time.

ARTICLE VIII

SICK LEAVE AND LEAVES OF ABSENCE

Section 1. Sick Leave

- A. All employees shall be entitled to sick leave of twelve (12) days per year. There shall be no limit on limitation of sick days. The twelve (12) days sick leave vest to the employee on the first day of each year. "Sick Leave" shall mean paid leave that may be granted to each full time employee and regular part time employee who because of sickness or injury becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position, or who is quarantined by a physician because he/she has been exposed to a contagious disease. This does not apply to regular medical, dental or visual care when such professional services are readily available outside of assigned working hours.
- B. To qualify for regular pay under the provisions of this agreement on account of illness, absences for three or more consecutive working days must be supported by a physician's certificate as to the specific cause of absence. Failure to provide such a physician's certificate shall result in the forfeiture of vacation and holiday benefits in the amount of time equal to the absence, or loss of pay, if the employee's vacation entitlement has been exercised and used during the year. All payment for sick leave entitlement shall be subject to the approval of the Supervisor or in his absence, the Foreman.

In cases of suspected abuse of sick leave, a physician's certificate may be required after one day's absence, after due notice is provided to the employee.

Section 2. Bereavement Leave

- A. In the case of death in an employee's (or spouse's) immediate family (spouse, child, parent, sibling, step parent, step children, grandparent or grandchild) or a relative residing at the employee's residence, the Supervisor, or in his absence, the Foreman, may approve a leave of absence for a period not to exceed three (3) days starting on the day of the death, providing the employee makes application

to the Supervisor or Foreman, stating specifically the relationship between the deceased and the employee and the dates upon which he will be absent. At the discretion of the Supervisor or the Foreman, one (1) additional day may be allowed.

- B. In the case of a relative not in the immediate family nor residing at the employee's home, the Supervisor, or in his absence, the Foreman, may approve a leave of absence not to exceed one (1) day, providing the employee makes application to the Supervisor or the Foreman stating specifically the relationship between the deceased and the employee.

Section 3. Conversion of Sick Leave

- A. Accumulated sick leave, up to 120 days, shall be convertible to severance pay at the rate of thirty (\$30.00) dollars per day, upon death, retirement - if the retirement is in accordance with the pension provisions of the Public Employees' Retirement System or voluntary severance of employment after fifteen (15) years of service. Six (6) months prior notice to the employer shall be required in order to be eligible for the benefits of this section, except in the case of disability retirement, death or voluntary severance of employment.

Section 4. Maternity Leave

- A. Maternity Leave shall be governed by the provisions of the State of New Jersey Family Leave Act, P.L. 1990, c.261, or other laws and statutes governing Maternity Leave.

Section 5. Extended Sick Leave

- A. In the event of debilitating sickness and/or injury incurred during working hours or off the job, the Township will provide a program which will guarantee an employee with two (2) years or more of continuous service based on his actual starting date as a permanent employee, his or her net pay for a period of ninety (90) calendar days for each circumstance. During the period that an individual is out on sick leave, that person will accumulate sick days in accordance with the contract formula of one (1) day per month. Prior to using the extended sick leave provision of this Agreement, an employee must use all of his or her previously accumulated sick time and any sick time acquired to date under the contract formula of one (1) day per month in the subject year.
- B. Extended sick leave benefits under this paragraph will commence upon presentation to the appropriate Township official of certification from his or her physician of the debilitation. Further, the employee shall render himself available for examination by a physician selected by the Township. Both physicians must certify the employee's inability to return to work. In the event that it is determined that an employee would not be able to work on a permanent basis, the extended sick leave provisions herein will not apply.

- C. It shall be the responsibility of any employee receiving consideration under the extended sick leave benefits of this Agreement to explore and determine whether he or she is entitled to any compensation related to disability, worker's compensation or social security benefits in connection with his or her injury and/or sickness. If the employee is entitled to these benefits, he or she shall pursue them accordingly. Any benefits or awards received for the period that the employee is under the extended sick leave portion of this contract, shall be returned to the Township to the extent the employee has received extended sick leave payments from the Township.

ARTICLE IX

VACATIONS

Section 1. The employer agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedule:

- A. New employees shall receive 10/12 of a vacation day per full month worked not to exceed ten days for the first calendar year.

B.	Year one through five	10 days per year
	Sixth year	11 days per year
	Seventh year	15 days per year
	Eighth year	16 days per year
	Ninth year	17 days per year
	Tenth year	18 days per year
	Eleventh year	19 days per year
	Twelfth year	20 days per year
	Thirteenth year	20 days per year
	Fourteenth year	21 days per year
	Fifteenth year	22 days per year
	Sixteenth year	23 days per year
	Seventeenth year	24 days per year
	Eighteenth year and thereafter	25 days per year

Section 2. Any new employee may not accrue nor take vacation leave until they have worked for the Township for at least six (6) months.

Section 3. Vacation days for all employees who have been with the Township for at least one (1) year shall be made available to the employee on January 1 of the calendar year. Employees shall notify their Supervisor of their requested vacation schedule by March 15, although vacations may be taken at any time during the year.

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If the employee should terminate employment during the year, the total amount of actual vacation to which he is entitled shall be based upon the ratio of the number of weeks actually worked to the entire year. The employee shall then be compensated for his accrued, but unused vacation or he shall reimburse the Township for unaccrued, but used vacation.

Section 4. The Township reserves the right to schedule vacations in accordance with the manpower needs and job assignments of the Township. The Township shall assign the first two weeks of vacation on the basis of the division seniority of the employees. Selection of vacation periods in excess of two weeks shall be made after all other vacations have been scheduled. Eligible employees may take all of their vacation in consecutive weeks if permitted by the work schedule as determined by their Supervisor.

Section 5. Vacation leave must be taken within the calendar year. If the scheduling of the Township does not permit an employee to take requested vacation within the calendar year, the Township Manager may authorize the unused vacation to be carried over into the subsequent year, however, it must be used in that year or forfeited.

Section 6. Purchase of Vacation Leave. An employee with more than two (2) weeks of vacation entitlement may return to the Township up to five (5) days of accrued unused vacation for payment at his/her established hourly rate. If an employee opts for the "selling" of vacation leave, he/she must notify the Township by September 30th that he/she wishes to execute this option by December 31st. Employees shall also be entitled to carry-over up to five (5) days unused vacation time for use in the next year.

ARTICLE X

UNIFORMS

- A. The Township will provide each employee with six (6) uniforms, including one (1) jacket, a \$140.00 yearly allowance for safety shoes, coveralls for inclement weather and coveralls for excessively dirty work, after the conclusion of the employee's probationary period.
- B. Employees shall be required to turn in all uniforms prior to receiving their final pay upon termination of employment.
- C. On an annual basis, the Township shall replace those uniforms and work shoes which are damaged/worn out, provided that the employee presents to the Supervisor the item(s) to be replaced.
- D. As a condition of employment any employee receiving a clothing allowance or uniform maintenance allowance shall be in full uniform during regular working hours. Employees shall not be required to wear their uniforms on call-ins. Employees who report to work without proper uniform shall be sent home by their Supervisor to obtain their uniform and have their pay docked for this lost time.

- E. Uniforms that are damaged by the employees when off the job shall be repaired or replaced by the employee.
- F. The Township shall provide for a weekly cleaning of soiled uniforms, or shall reimburse the employee annually at the rate of \$5.00 per week for uniform maintenance by December 15th of each calendar year, as per the employee's option.
- G. Uniforms are not to be worn off the job, except in travel to and from work.
- H. If an employee wishes to purchase and maintain his or her own articles of clothing that conform to the specifications used by the Township, then the Township will reimburse the employee based upon the established bid price upon presentation of a receipt for the item purchased.

ARTICLE XI

MANAGEMENT RIGHTS

- A. The Township of Roxbury hereby retains and reserves unto itself without limitation, all powers, rights of 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 the United States, including, but without limiting, the generality of the foregoing, the following rights:
 - 1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 - 2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 - 3. The right of the Township to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after five (5) days advance notice thereof to the employees and to require compliance by the employees is recognized.
 - 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. The Township may establish the initial salary for new classifications and in the event the parties to this Agreement agree to such classifications are to be covered under this Agreement, the Union may then negotiate for employees in such classifications in accordance with the provision of Article I of this Agreement. In the event the parties do not agree that such new classifications are to be covered by this Agreement, the matter will be determined by the Public Employment Relations Commission.

6. To suspend, demote, discharge, or take any other appropriate disciplinary action for just cause.
 7. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
 8. The Township retains the right to subcontract any or all of the work performed by employees covered by this Agreement.
- B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Union Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State 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 R.S. 11 or other National, State, County, Local laws or ordinances.
- D. Nothing within this Article supersedes the rights and conditions provided for in any other Article of this Agreement.

ARTICLE XII

GRIEVANCE PROCEDURE

- Section 1. A grievance shall be a claim by an employee that said employee has been harmed by the interpretation or application of a specific provision of this Agreement.
- Section 2. A grievance to be considered under this procedure must be initiated in writing within five (5) work days from the time when the cause for the grievance occurred. The procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance.
- Section 3. Procedure
- A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time shall be deemed to be a waiver of further appeal of the decision.
 - B. Step 1. The grievance, when it first arises, shall be written up on the Union grievance form and presented by the employee and Shop Steward to the Supervisor. The Supervisor shall, within five (5) working days thereafter, give a written decision on the grievance.
 - C. Step 2. If the decision given by the Supervisor does not satisfactorily settle the grievance, the Union shall notify the Township Manager within three (3) working days of its desire to meet with the Township Manager, who shall meet with a representative of the Union within five (5) working days after receipt of such notice.

The aggrieved and the Supervisor may be present at the meeting. A written decision on the grievance shall be given to the Union within five (5) working days thereafter.

D. Step 3. In the event the grievance is not satisfactorily settled by the meeting between the Township Manager and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey Board of Mediation to aid them in the selection of an arbitrator, according to the rules and regulations of the State, who shall have full power to here and determine the dispute, and the arbitrator's decision shall be final.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. He shall not have the power to consider the termination of services of or failure³ to reemploy any probationary employee; any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 40, N.J. Statutes. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Township Manager and Council and shall so construe such responsibilities except as they be specifically conditioned by this Agreement. The arbitrator shall have no authority to establish pay rates. In the event that case is appealed to an arbitrator which he determines is not arbitrable, it shall be referred back to the parties as non-arbitrable and without decision or recommendation on its merits. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator. No dispute arising out of any questions pertaining to the

renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

Section 6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Township until such grievance and any effect thereof shall have been fully determined.

Section 7. The Chief Steward shall be permitted to attend grievance hearings without loss of pay and, with the permission of the Township Manager, shall be permitted to handle grievance problems without loss of pay.

ARTICLE XIII

NO STRIKE, NO LOCKOUT

Both the Union and the Township shall make themselves available to resolve all disputes. The Union agrees that it will not strike and the Township agrees it will not lock out any employees during the term of this contract.

ARTICLE XIV

MISCELLANEOUS ITEMS

1. The Township shall institute and maintain a program whereby employees covered by this Agreement may subscribe to purchase United States Savings Bonds.
2. The Sewer Supervisor shall not do any bargaining unit work except for training and emergency conditions. The Sewer Supervisor will not perform overtime duties usually assigned to members of the bargaining unit unless no member of the bargaining unit is available to perform the necessary work.
3. Employees shall be given any preventative treatment for any job assignment that may be a health hazard, as defined by the Health Officer.
4. Probationary Period. The first thirty (30) working days of employment for all new employees shall be considered as a probationary period. The Township has the right to extend this period for an additional thirty (for a total of 60) working days, with written notification to the Union and the employee.

Any employee selected for promotion shall be subject to the probationary period provisions. If it shall be determined by the employer at or prior to the completion of the probationary period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the new job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee is assigned.

5. When an employee is required to work in excess of ten (10) hours or more, said employee shall be granted a second one-half hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half hour lunch period for each five (5) hours over the above-mentioned ten (10) hours. Lunch shall be paid by the Township in accordance with current practices.
6. An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever without appeal to the Union or Employer. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

- A. Separation from the service of the Employer may result from voluntary resignation of the employee, or by the termination of said employee's service by the Township Manager.
 - B. Employees who resign will tender their resignation in writing at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and breaking in the successor.
 - C. All employees will, when leaving the service of the employer, complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employee's personnel history file, as evidence of the satisfaction of all claims against the Employer.
 - D. An employee who fails to report to work or is absent from work and is not on an approved leave status for five (5) working days shall have his employment with the Township terminated.
7. Employees failing to maintain proper licenses or certification for their classification shall be demoted.
 8. The employer shall establish the hourly rate for any new or materially changed job and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs.
 9. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject to negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement, and whether or not within the knowledge or contemplation on the part of either or both of the parties at the time they negotiated or executed this Agreement.
 10. This Bargaining Unit (Local #102) shall be entitled to renegotiate any and all benefits or compensations that are awarded or granted to other bargaining units after the execution of this contract within the Township, in excess of those previously negotiated with this Bargaining Unit (Local #102), at any time during the term of this Agreement.

ARTICLE XV

UNION SECURITY

- Section 1. It is agreed that at the time of hiring, the Township of Roxbury will inform newly hired employees who fall within the bargaining unit, that may join the Union thirty-one (31) calendar days thereafter.
- Section 2. The Union may appoint, in its sole and absolute discretion, a member to act as Chief Shop Steward to serve at the will of the Union and may be replaced, if the Union deems it necessary, by another individual appointed by the Union.
- Section 3. Check-Off of Union Dues
- A. The Employer hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E.

The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deduction shall be made from the second (2nd) salary paid to each employee during the month and such deduction made the first month shall be double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

- B. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.
- C. The Employer agrees to forward the full name and address for all new employees who become eligible for membership. The Employer further agrees to notify the Union in the event dues cannot be deducted from the designated salary and the reasons therefore.

Section 4. Representation Fee.

- A. If an employee does not become a member of the Union during any membership year (from January 1st to the following December 31st) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- B. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charges by the Union to its own members for that membership year. The representation fee paid by non-members will be equal to 85% of that amount.
- C. In January of each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with Paragraph D below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.
- D. The Employer will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - 1. 10 days after receipt of the aforesaid list by the Employer; or
 - 2. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid

- 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- E. Except as otherwise provided in this article, the mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
 - F. The Union will notify the Employer in writing of any changes in the list provided for in paragraph C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.
 - G. Teamsters Local 102 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in Teamster Local 102 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 102 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE XVI


TERMS AND RENEWAL

This agreement between the Township of Roxbury and employees of the Roxbury Water Pollution Control Plant, Local 102, shall become effective January 1, 2001 through December 31, 2004 and thereafter, until renegotiated by the employees of Local 102 and the Township.

SIGNED FOR:

TOWNSHIP OF ROXBURY


INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 102



Christopher Rath, Township Manager



Jack Riley, I.B.T. Local #102



Kevin O'Connor, I.B.T. Local #102



Thomas McAndrew, Shop Steward