

AGREEMENT BETWEEN
THE TOWNSHIP OF
OXFORD

&

TEAMSTERS LOCAL
UNION NO. 469
January 1, 2012 to December 31, 2014

Index

AGREEMENT	PAGE 1
ART. 1 - RECOGNITION	PAGE 1
ART. 2 - DUES CHECKOFF	PAGE 1
ART. 3 - MANAGEMENT RIGHTS	PAGE 2
ART. 4 - INSPECTION PRIVLEDGES	PAGE 3
ART. 5 - JOB STEWARDS	PAGE 3
ART. 6 - GRIEVANCE AND ARBITRATION	PAGE 4
ART. 7 - ARBITRATION	PAGE 4
ART. 8 - NO STRIKE OR LOCKOUT	PAGE 5
ART. 9 - DISCHARGE OR SUSPENSION	PAGE 5
ART. 10 - SEPARATION OF EMPLOYMENT	PAGE 5
ART. 11 - UNION BULLETIN BOARD	PAGE 5
ART. 12 - SAFETY	PAGE 5
ART. 13 - NOTIFICATION TO THE UNION	PAGE 6
ART. 14 - PROBATIONARY PERIOD	PAGE 6
ART. 15 - SENIORITY	PAGE 6
ART. 16 - LAYOFFS AND RECALL	PAGE 7
ART. 17 - POST AND BID PROCEDURE	PAGE 7
ART. 18 -NEW JOB CLASSIFICATIONS	PAGE 7
ART. 19 - HOURS OF WORK	PAGE 8
ART. 20 - SNOW REMOVAL	PAGE 8
ART. 21 - RATES OF PAY	PAGE 8
ART. 22 - PREMIUM PAY	PAGE 8
ART. 23 - PAY DAY	PAGE 9
ART. 24 - HOLIDAYS / PERSONAL DAYS	PAGE 9
ART. 25 - VACATIONS	PAGE 10
ART. 26 - VACATION SCHEDULE	PAGE 10
ART. 27 - SICK LEAVE	PAGE 10
ART. 28 - HEALTH CARE INSURANCE PROGRAM	PAGE 11

ART. 29 - GROUP INSURANCE AND PENSION	PAGE 11
ART. 30 - SPECIAL LICENSES	PAGE 11
ART. 31 - FUNERAL LEAVE	PAGE 11
ART. 32 - JURY DUTY	PAGE 11
ART. 33 - UNIFORMS	PAGE 12
ART. 34 - LIE DETECTOR TEST	PAGE 12
ART. 35 - COMPENSATION CLAIM & DISABILITY PROGRAM	PAGE 12
ART. 36 - SEPARABILITY AND SAVINGS CLAUSE	PAGE 13
ART. 37 - FULLY BARGAINED AGREEMENT	PAGE 13
ART. 38 - ENTIRE AGREEMENT	PAGE 14
ART. 39 - TERMINATION CLAUSE	PAGE 14
ART. 40 - TERMINAL LEAVE & LEAVES OF ABSENCE	PAGE 14
ART. 41 - AGENCY SHOP	PAGE 14
ART. 42 - RATES OF PAY	PAGE 15
ART. 45 - CONTINUING EDUCATION	PAGE 15
SIGNATURE PAGE	PAGE 15
SCHEDULE A	PAGE 16

This Agreement, entered into this fifteen day of February, 2012, between LOCAL UNION NO. 469, with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "UNION" and the OXFORD TOWNSHIP DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "EMPLOYER".

The effective dates of this Agreement are: January 1, 2012 to December 31, 2014.

It is intended that this codification of the parties' Agreement be utilized for future amendments, supplements and future agreements between UNION and EMPLOYER, with insert pages being keyed to the specific reserved sections, as set forth in the Index.

The EMPLOYER and the UNION agree as follows:

ARTICLE 1 – RECOGNITION

The EMPLOYER recognizes LOCAL UNION NO. 469, I.B.T. as the sole and exclusive bargaining agency for all blue collar employees, employed by the Department of Public Works of Oxford Township, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified December 12, 2008 by P.E.R.C.

The provisions of this Agreement shall apply to all accretions to the bargaining unit(s), including, but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.

Excluded are managerial executives, professional and craft employees, confidential employees, office clericals, policemen, and supervisors within the meaning of the Act.

The word "Act", wherever used in the Agreement shall specifically refer to "New Jersey Employer-Employee Relations Act."

ARTICLE 2 - DUES CHECK-OFF

The EMPLOYER agrees that it will, as authorized hereinafter in each month, deduct the union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 469, within ten (10) days after the dues are deducted.

After and employee has been employed for thirty-one (31) days, the EMPLOYER agrees to deduct the initiation fee in two (2) Bi-weekly payments and to transmit the same as above set forth.

The UNION agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The UNION will furnish the EMPLOYER a written statement of the dues and initiation fees to be deducted.

The UNION dues shall be deducted in two (2) pay periods each month. One-half (1/2) in the second pay period and one-half (1/2) in the fourth pay period.

The UNION agrees that it will indemnify and save harmless the EMPLOYER against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the EMPLOYER at the request of the UNION under this Article.

ARTICLE 3 - MANAGEMENT RIGHTS

A. The EMPLOYER shall retain the following Management Rights:

1. The executive management and administrative control of the Department and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time be determined by the Oxford Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties, to decide the number of employees needed for any particular time to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, transfer, assign or retain employees.

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

6. Nothing contained herein shall prohibit the Employer from contracting out any work as long as it is consistent with PERC'S case law that addresses subcontracting.

7. To lay off employees in the event of lack of funds.

8. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and the laws of the New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under N.J.S.A. 40A: 1-1 et seq., or any national, state, county or local laws or regulations.

ARTICLE 4 - INSPECTION PRIVILEGES

Authorized agents of the UNION shall have access to the EMPLOYER'S establishment during working hours, at time of mutual convenience to the EMPLOYER and UNION, for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the EMPLOYER'S working schedule.

ARTICLE 5 - JOB STEWARDS

The EMPLOYER recognizes the right of the UNION to designate one (1) job steward and one (1) alternate.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which originate with, and are authorized by the local union or its officers, provided such messages and information:

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the EMPLOYER'S function and operations. Stewards and alternates have no authority to take strike action, or any other action interrupting the EMPLOYERS operations.

The EMPLOYER recognizes these limitations upon the authority of Job Stewards and their alternates, and not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Stewards or alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted, with the permission of the supervisor, to investigate, present and process grievances on or off the property of the EMPLOYER, without loss of time or pay. The processing of grievances shall not interfere with the work of the DPW nor shall it create any undue hardship on the Township. Grievances shall be handled during working hours and the steward shall be paid at his normal hourly rate for time spent during his participation.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation of application of any provision of this Agreement.

The UNION and/or an aggrieved employee shall present his grievance in writing within twenty (20) calendar days of its occurrence or such grievance will be deemed waived. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1. If the UNION or aggrieved employee is unable to amicably resolve his complaint informally, the employee or the steward shall present the grievance in writing to the Township Committee's designated DPW Liaison within twenty (20) days of the action or omission underlying the grievance. The DPW Liaison shall render a written decision fifteen (15) days.

STEP 2. If the decision of the DPW Liaison is not accepted or not provided within the fifteen (15) day timeframe set forth in Step 1, the grievance may be forwarded in writing to the Mayor and Committee or its designee within fifteen (15) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Committee or its designee shall respond, in writing, to the grievance within thirty (30) calendar days of the submission. Failure of the Mayor and Committee or its designee to render a decision within the specified time frame shall be deemed a denial of the grievance at STEP 3.

STEP 3. In the event of failure to reach a satisfactory adjustment of the grievance, the UNION may file for arbitration upon notice to the EMPLOYER. The arbitration demand must be filed within forty-five (45) calendar days of the filing of the Step 2 grievance, unless both parties have agreed to an extension of this time frame in writing prior to the expiration of the forty-five days.

Only the UNION or the EMPLOYER may take the dispute to arbitration.

ARTICLE 7 – ARBITRATION

An arbitrable grievance shall be limited to interpretation or application of any provision of this Agreement.

Either party may apply to the New Jersey State Board of Mediation for the appointment of an arbitrator.

1. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

2. It is intended that all differences between the EMPLOYER and UNION involving interpretation or application of this Agreement shall be settled through these grievance and arbitration provisions. Employees shall exhaust their remedies through the grievance and arbitration provisions of this Agreement.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

The EMPLOYER agrees that it will not lock out its employees and the UNION agrees it will not sanction a strike, slow down, or work stoppage during the life of this Agreement.

ARTICLE 9 - DISCHARGE OR SUSPENSION

The EMPLOYER shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the EMPLOYER must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the UNION office within one (1) working day from the time of the discharge or suspension.

Disputes arising over discharge or suspension shall be addressed through the Grievance Procedure set forth in Article 6 of this Agreement.

Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

ARTICLE 10 - SEPARATION OF EMPLOYMENT

Upon discharge the EMPLOYER shall pay all money, including pro rata vacation pay, due to the employee.

Upon quitting, the EMPLOYER shall pay all money due to the employee, including pro rata vacation pay, on the pay day in the week following such quitting.

ARTICLE 11 - UNION BULLETIN BOARD

The EMPLOYER agrees to allow a bulletin board at the UNION'S expense, in a conspicuous place in each facility where employees report to work. Posting by the UNION on such bulletin boards are to be confined to official business of the UNION.

ARTICLE 12 - SAFETY

The EMPLOYER shall not require, direct, or assign any employee to work under unsafe or hazardous conditions, as determined by applicable standards of federal, state or municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will

immediately tell his supervisor. The supervisor will either determine and advise how the work can be performed safely or finding the work cannot be performed safely, will stop the work.

In the event an employee makes a complaint to his supervisor concerning an alleged unsafe or hazardous condition, the Supervisor must within five (5) days give a report in writing to the Superintendent or his designee setting forth the disposition of said complaint. Upon review of said report the Superintendent will review the matter and the Superintendent will make a final determination concerning same. If the employee is not satisfied with the Superintendents decision concerning the alleged unsafe or hazardous condition, a grievance may be commenced as set forth herein. The employees are subject to disciplinary action if they do not use Employers supplied safety equipment.

ARTICLE 13 - NOTIFICATION TO THE UNION

The EMPLOYER will notify the UNION in writing of all promotions, demotions, transfers, suspensions, and discharges, within the bargaining unit.

The EMPLOYER will notify the UNION in writing prior to a layoff within the bargaining unit.

The EMPLOYER will provide the UNION with an updated list of covered employees showing name, address, and classification.

The EMPLOYER will notify the UNION of additions and deletions to the payroll of covered employees as they occur.

ARTICLE 14 - PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days. During this probationary period the EMPLOYER reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement. This period may be extended by mutual agreement for an additional thirty (30) days if necessary.

ARTICLE 15 - SENIORITY

Seniority will mean a total of all periods of employment with the Township of Oxford; except that an employee shall lose seniority rights for any one of the following reasons:

- A. Voluntary resignation
- B. Discharge for just cause.
- C. Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The EMPLOYER may require substantiating proof of illness or accident.)

- D. Continuous layoff beyond recall period for reemployment outlined in this Agreement.

ARTICLE 16 - LAYOFFS AND RECALL

In the event the EMPLOYER reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification, providing the senior employees can perform the remaining work available.
2. Notice of such layoffs will be given at least fourteen (14) days before the scheduled layoff.
3. A laid off employee shall have preference for re-call for a period of one year.
4. The EMPLOYER shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the EMPLOYER hire from the open labor market while any employee has an unexpired term of preference for re-call provided the employee shall be qualified and capable of performing the work and is ready and willing and able to be re-called. The EMPLOYER in making a determination as to an employee's qualifications or capabilities shall not be arbitrary.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Employees shall notify the EMPLOYER within five (5) working days of receipt of notification of intent to return to work within ten (10) working days from the date of notification.

ARTICLE 17 - POST AND BID PROCEDURE

The EMPLOYER agrees to fill all job vacancies after posting the job description on the union bulletin board for Eleven (11) days. The senior most qualified employee shall be given a ninety (90) day trial period and if for any reason is unsuccessful in his/her efforts they shall be returned to their original classification without loss of pay.

ARTICLE 18 - NEW JOB CLASSIFICATIONS

The EMPLOYER agrees that should a new job classification be created, the UNION will be consulted at least thirty (30) days in advance and the EMPLOYER will engage in good faith negotiations with the UNION to set the new hourly rate for the new job classification.

ARTICLE 19 - HOURS OF WORK

The EMPLOYER agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday, inclusive. There shall be no split shifts.

The schedule hours of work are shown below:

6:30 a.m. to 3:00 p.m.

The EMPLOYER shall allow an unpaid one-half (1/2) hour lunch period each day between the fourth (4th) and fifth (5th) hour of work. The Employer also agrees to schedule two Fifteen (15) minute breaks during every eight-hour shift.

With conditions permitting and in accordance with the agreed procedures for call-in, two men will be called in as a safety precaution, based on the policies and procedures established by the EMPLOYER.

The EMPLOYER agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hour in a work week.

ARTICLE 20 - SNOW REMOVAL

Employees of the Department of Public Works shall follow the snow removal procedures as established by their respective department.

ARTICLE 21 - RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications, in accordance with the Table of Job Classifications, as attached hereto, and Rates of Pay in Schedule "A", which are attached hereto and made a part of this Agreement together with any and all amendments and supplements which are agreed to in the future and specifically incorporated by reference into this Article and Codification.

ARTICLE 22 - PREMIUM PAY

The EMPLOYER agrees to pay premium wages in accordance with the following rules: One and one-half (1-1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the EMPLOYER in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the EMPLOYER on any Saturday.

The opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earning within each class of work, provided the employee is qualified, mentally and physically, to perform the overtime assignment. Time and one half (1 1/2 times) the straight time hourly rate shall be paid for all hours spent in the service of the EMPLOYER on any Sunday or Holiday. This payment shall be in addition to normal holiday pay.

ARTICLE 23 - PAY DAY

Employees will be paid all earnings by check every two weeks. Payroll document should reflect period paid thru. Employees will be paid during the working hours. When pay day falls on a holiday, then, the preceding day will be pay day.

ARTICLE 24 - HOLIDAYS / PERSONAL DAYS

The EMPLOYER agrees to pay each employee eight (8) hours pay without working for each of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
13. Christmas Eve

Any holiday which falls on Saturday shall be celebrated the preceding Friday.

Any holiday which falls on Sunday shall be celebrated the following Monday. In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall enjoy an additional day off.

All Employees shall be granted Five (5) personal days per year per year, to be taken during the calendar year in which it is accrued. There will be no required notice for the utilization of personal days, however personal days shall be subject to the approval of the superintendent, after his determination that there will be adequate coverage of departmental function and duties for the requested day. Personal Days shall be taken in increments of not less than 1/2 day.

ARTICLE 25 - VACATIONS

Vacation entitlement shall be based on the employee's total employment seniority accrued on a calendar year basis.

Vacation pay shall be based on forty (40) hours straight time pay for the employee's classification.

Vacation may be scheduled throughout the calendar year.

Preference for selection shall be awarded employees in order of greatest total employment seniority in the bargaining unit, subject to supervisory determinations as to adequate coverage of departmental functions and duties.

In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation.

Employees shall not normally be required to return to work while on vacation.

Employees shall be required to give twenty-four (24) hours prior notice to EMPLOYER before taking a single vacation day leave, which day shall be taken only upon approval of the Superintendent after his determination that there will be adequate coverage of departmental function and duties for the requested day.

ARTICLE 26 - VACATION SCHEDULE

On completion of 6 months, employee is entitled to 1 day for each month worked, up to 1 year

On completion of 1— 7 years	= Ten Days
On completion of 8 —15 years	= Fifteen Days
On completion of more than 15 years	= Twenty Days

ARTICLE 27 - SICK LEAVE

Employees shall receive one paid sick day for each month completed in the first year. An Employee shall receive one (1) day of sick leave if the employee's starting date is prior to the 15th of the month and from the 16th forward the employee shall be credited 1/2 day for that particular month.

On the completion of one (1) year = 15 sick days w/pay.

Each employee may accumulate up to One Hundred (100) Sick Days from one year to the next, but may only use the accumulated sick leave with a doctor's certification and for absences of at least Ten (10) consecutive workdays.

Sick days shall have no cash value and may not be redeemed upon separation from employment or retirement.

ARTICLE 28 - HEALTH CARE INSURANCE PROGRAM

The EMPLOYER shall provide each employee and eligible dependents health care insurance under the health insurance policy purchased by the Township annually for all employees, said policy to include the following coverage:

1. Health Insurance
2. Dental Insurance — 50% cost sharing between employer and employee.
3. Prescription Drugs

Employer agrees to notify employees ninety (90) days prior to any change in the Townships health care policies, which may adversely affect said employee's coverage.

The Employee shall be responsible for any cost changes associated with plan changes that reflect doctor co-pays, prescription co-pays etc. to maintain the current benefit structure.

Employees shall contribute to the cost of their policy premiums in accordance with the maximum contribution required by New Jersey law for public employee contracts, as it may be amended from time to time, or 1.5% whichever is greater.

ARTICLE 29 - GROUP INSURANCE AND PENSION

Each employee shall continue to be enrolled for all benefit entitlements provided by the Public Employee Retirement System.

ARTICLE 30 - SPECIAL LICENSES

All employees hired during the term of this agreement shall possess and maintain, as an express condition of employment, a class B commercial driver's license. The EMPLOYER shall pay the fee for the grant or renewal of any special license, CPWM related courses, and CDL license.

ARTICLE 31 - FUNERAL LEAVE

The EMPLOYER agrees to grant an employee three (3) day's of funeral leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include: spouse, children, brother, sister, parents, parents-in-law, grandparents and grandchildren of employee or spouse. (This provision also applies for any other relative who has continuously resided with the employee).

ARTICLE 32 - JURY DUTY

An employee who is called to jury duty shall immediately notify the EMPLOYER.

An employee who is excused from jury duty service on any day shall report for work on such day.

An employee shall not be required to report back for work on any day he is in attendance at Court for jury duty service, regardless of the employee's shift.

The EMPLOYER agrees to pay the employee regular wages in addition to jury duty service fees paid by the municipal, county, state or federal government.

The Employee shall render to the Employer any and all monies paid to him/her by the judicial system.

ARTICLE 33 - UNIFORMS

The EMPLOYER shall provide to each employee the sum of Two Hundred and Fifty Dollars (\$250.00) for each year of the agreement, to be paid no later than Feb. 1st of each year. Employees shall utilize said clothing allowance in the purchase of work clothing and shoes of a quality specified by the Employer.

As a condition of this uniform allowance, employees shall be required to purchase work jeans. Additionally, as a condition of this uniform allowance, employees shall be required to purchase work boots or shoes which shall be worn at all times during working hours.

The Township shall supply the following items to complete the yearly uniform allowance, T-Shirts, Winter Jacket, Rain Gear, Goggles, Rubber Gloves & work gloves to be supplied on a fair wear and tear basis.

ARTICLE 34 - LIE DETECTOR TEST

The EMPLOYER shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 35 - COMPENSATION CLAIMS AND DISABILITY PROGRAM

The EMPLOYER shall provide workmen's compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the EMPLOYER shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to

receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

Effective upon the signing of this Agreement, the Township will continue the process of participation in the State Disability Plan.

ARTICLE 36 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either EMPLOYER or UNION for the purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 37 - FULLY BARGAINED AGREEMENT

A. The EMPLOYER and the UNION agree that this Agreement is the complete agreement between them and that no other understandings or agreements during the term of this Agreement unless agreed to in writing between the EMPLOYER and the UNION subsequent to the date of execution of the Agreement.

B. The 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 of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement except where noted in this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The

UNION for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement, except as provided in paragraph E. It is mutually understood that this clause is clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from, and independent of all other Agreements entered into between the UNION and other organizations, irrespective of any similarity between this Agreement and any such other Agreements. No act or thing done by the parties to such other Agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

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

ARTICLE 38 - ENTIRE AGREEMENT

This Agreement is intended to represent the entire Agreement between the parties and no verbal or written representations by any agent of the EMPLOYER shall be considered binding upon the EMPLOYER.

ARTICLE 39 - TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2011, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration

ARTICLE 40 - TERMINAL LEAVE & LEAVES OF ABSENCE

Employees of the UNION shall have rights with regard to Terminal Leave and other Leaves of Absence as defined in existing Town Ordinances and their amendments and supplements.

ARTICLE 41 - AGENCY SHOP

The TOWNSHIP will respect the Union's rights under the provision of N.J.S.A. 34:13A-1 to receive payment of fees from non-union employees covered by the collective bargaining agreement in the amount of 85% of the normal dues structure.

ARTICLE 42 - RATES OF PAY

The rates of pay for employees are set forth in the specific Salary and Wage Ordinance adopted by EMPLOYER for the term of the recent contract negotiations and said Ordinance is hereby incorporated by reference into this codification and is affixed hereto as Schedule A.

ARTICLE 43 - CONTINUING EDUCATION

Upon approval, the town agrees to pay for all job related courses including the hours the course encompasses at the employees applicable rate of pay. The Township further agrees to pay for all courses to maintain all licenses held by the employees and the time in which it takes to acquire any and all certifications under required additional training.

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, caused their presents to be signed by their proper officers and their corporate seals to be hereto affixed the day and year first above written.

ATTEST:

Sheela K. Oberly

FOR: LOCAL UNION 469, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

BY:

Louis Accetturo
DPW Foreman

BY:

Mike Broderick
Teamsters Local 469

FOR: THE TOWNSHIP OF OXFORD
DEPARTMENT OF PUBLIC WORKS

WITNESS:

Sheela K. Oberly

By:

J. Doug Ort
DPW Liaison

SCHEDULE A

Employee and Title:

2008 Hourly Rates

Louis Accetturo	Public Works Foreman	\$27.00
John Kirkham	Public Works Senior Laborer	\$18.54
James Howell	Public Works Senior Laborer	\$18.54
Kevin Murray	Public Works Laborer	\$10.82
Scott Rush	Equipment Operator	\$22.06

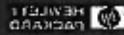
Salary Guide

Hourly Rates

January 1, 2009 – 3% January 1, 2010 – 3/25% January 1, 2011 – 3.5%

Louis Accetturo	\$28.83	\$29.77	\$30.81
John Kirkham	\$19.10	\$19.72	\$20.41
James Howell	\$19.10	\$19.72	\$20.41
Kevin Murray	\$11.14/\$13.00*	\$13.42	\$24.28
Scott Rush	\$22.72	\$23.46	\$24.28

*2009 hourly rate from 1/1/09 to 10/16/09 = \$11.14, with increase to \$13.00 on 10/17/09



SCHEDULE A

Employee and Title

Louis Accetturo	Public Works Foreman
John Kirkman	Public Works Senior Laborer
James Howell	Public Works Senior Laborer
Scott Rush	Equipment Operator

SALARY GUIDE

	1/1/11- 0%	1/1/12- 2%	1/1/13- 2%
Louis Accetturo	\$30.81	\$31.14	\$32.05
John Kirkman	\$20.41	\$20.82	\$21.23
James Howell	\$20.41	\$20.82	\$21.23