
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF MENDHAM

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 866**

**DURATION OF AGREEMENT:
JANUARY 1, 2003 THROUGH DECEMBER 31, 2005**

Prepared By:

James L. Plosia Jr., Esq.
Apruzzese, McDermott, Mastro & Murphy, P.C.
Somerset Hills Corporate Center
25 Independence Boulevard
Post Office Box 112
Liberty Corner, New Jersey 07938
(908) 580-1776

TABLE OF CONTENTS

Preamble	1
Article I - Recognition and Definitions	2
Article II - Union Security	4
Article III - Agency Shop	6
Article IV - Stewards	8
Article V - Probationary Employees	10
Article VI - Grievance Procedure	12
Article VII - Disciplinary Action	16
Article VIII - Promotions, Transfers and Job Vacancies	18
Article IX - Overtime	20
Article X - Vacation	22
Article XI - Holiday	24
Article XII - Leaves and Times Off	25
Article XIII - Health Benefits	27
Article XIV - Sick Leave	28
Article XV - Seniority	30
Article XVI - Special Schooling and Licenses	32
Article XVII - Miscellaneous Provisions	33
Article XVIII - Maintenance of Work Operation	36

Article XIX - Fully Bargained Agreement	38
Article XX - Separability and Savings	39
Article XXI - Off Duty Employment	40
Article XXII - Duration of Agreement	41

PREAMBLE

This Agreement, entered into this ____ day of _____, 2003, by and between the Township of Mendham, County of Morris, a municipal corporation of the State of New Jersey, hereinafter called the "Township", and Local 866 of the International Brotherhood of Teamsters, with offices at 170 Changebridge Road, Montville, New Jersey, hereinafter called the "Union", as public employee representative.

ARTICLE I
RECOGNITION AND DEFINITIONS

1. The Township hereby recognizes the Union as the exclusive representative for collective negotiations on all matters pertaining to wages, hours, and other terms and conditions of employment as set forth herein in this Agreement for all regularly employed non-supervisory blue collar employees employed by the Mendham Township Department of Public Works, excluding seasonal employees (defined as temporary employees who work for the Department of Public Works for no more than 12 consecutive weeks), all managerial executives, confidential employees, police, fire, supervisory employees within the meaning of the Act, professional employees, craft employees, employees in other negotiations units, and all other employees employed by the Township of Mendham.

2. For purposes of this Agreement, the following terms shall be defined as follows:

a. "Employees" should be defined to include all bargaining unit members, the plural as well as the singular.

Position Covered By The Bargaining Unit:

Laborer
Driver
Operator
Mechanic
Assistant Foremen

- b. "Foreman" shall mean the Foreman of the Department of Public Works.
- c. "Superintendent" shall mean the Superintendent of Public Works.
- d. "Township Representative" shall mean that officer or official of the Township who is charged with the responsibility for taking the action referred to in a particular provision of this Agreement that refers to Township Representative.
- e. "Township Administrator" shall mean the Administrator of the Township of Mendham.

ARTICLE II
UNION SECURITY

1. There shall be no discrimination, interference, restraint or coercion by the Township or the Union or any of its respective representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of or in opposition to the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union, and shall not solicit membership in the Union during work time in any matter that interferes with the normal operations of the Department.

2. Any employee shall have the right to inspect and obtain copies of documents from his personnel history file maintained by the Township in any reasonable time upon reasonable notice to the custodian thereof. Whenever derogatory material is placed in the employee's personnel history file, the Township Administrator agrees to notify the employee in writing of that action. The contents of an employee's personnel history file shall not be made public unless required in a disciplinary proceeding or by court order or subpoena process in a judicial proceeding. The employee shall have the right to file a rebuttal to all such derogatory

material. All original materials placed in the file shall remain unless removed by the mutual consent of the Township Administrator and the employee.

ARTICLE III

AGENCY SHOP

1. Pursuant to the provisions of Chapter 477, P.L. 1979, any permanent employee of the Department of Public Works who, as of the effective date of this Agreement, does not join the Union within 30 days of permanent employment, as well as any new permanent employees who does not join the Union within 30 days of permanent employment, or any previous permanent employee who does not join the Union within 10 days of re-entry into employment, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee for services rendered by the majority representative shall be an amount up to 80% of the regular membership dues, initiation fees, assessments of the majority representative, less the cost of benefits financed through the dues and available to members of a majority representative.

2. The Township shall provide to the Union information necessary for the Union to compute a fair share fee for services enumerated within this Section.

3. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason taken by the Township in reliance upon representation information forwarded by the Union or its representatives and/or the Township's fulfillment of its obligations under this Article.

4. The provisions of this Article are subject to any additional judicial, administrative, or legislative decisions with respect to Chapter 477, P.L. 1979.

ARTICLE IV

STEWARDS

1. The Township recognizes the right of the Union to designate a Shop Steward and an Assistant Shop Steward to represent the Union and the employees covered by this Agreement. The Union shall furnish the Township with the name of the Steward and the Assistant Steward and will notify the Township of any changes.

2. The Authority of the Shop Steward and the Assistant Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of the Agreement. If both parties agree that it is necessary for the Steward or an Assistant Steward to perform any such duties during his/her work time, the Steward or Assistant Steward shall be released from work by his/her supervisor when it is convenient to the Township, and only to the extent necessary to make the investigation and to confer with the Township Representative.

b. The transmission of such messages and information which would originate with and are authorized by the Union or its officers, provided such messages and information:

- 1) have been reduced to writing;

2) if not reduced to writing, but is of a routine nature and does not involve work stoppages, slowdowns or any other interferences with the Township business;

3) the Shop Steward or Assistant Shop Steward has no authority to take strike action or to interrupt a Township's businesses;

4) the Township shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or Assistant Shop Steward has taken action involving work stoppages or slowdowns in violation of this Agreement;

5) the Shop Steward or Assistant Shop Steward is authorized to investigate, present and process grievances on or off the Township's premises, provided such activity is not disruptive of any work in which he is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

3. Any settlement of a grievance by the Steward or Assistant Steward and the Township involved in a dispute shall be reviewed by the Township and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE V
PROBATIONARY EMPLOYEES

1. New employees covered under this Agreement shall be considered as being on trial or probation for at least the first 90 days after employment, which 90 day probationary period may be extended by mutual agreement of the Township and the Union for an additional period of up to 90 days. New employees shall be so advised when their appointments are made. An evaluation of any such probationary employee shall be sent to the Township Administrator or other designated representative at least 10 working days prior to the end of the probationary period for review, and shall be placed in the employee's personnel file for approval for permanent employment. During the probationary period, an employee may be discharged for any cause whatsoever, and shall have no recourse to the grievance procedure contained in this Agreement.

2. Probationary employees covered under this Agreement shall not be entitled to sick leave, personal days off, vacation benefits, uniforms or to become members of the Union until they become full members of the Department of Public Works after successful completion of a probationary period, unless otherwise approved by the Administrator or his designees. However, probationary employees shall be permitted to "borrow" one sick day during the probationary period which, if used, shall be deducted from the sick days an employee receives while being permanently appointed. Once an employee has obtained permanent status, he/she

shall be entitled to all available benefits of this Agreement. For purposes of determining eligibility, the first day of employment shall be used.

ARTICLE VI
GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement or working conditions. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township managerial or administrative staff.

2. The term "grievance" as used herein means any controversy arising over the interpretation, application of, or violation of any of the provisions of this Agreement, and may be raised by any individual, the Union on behalf of and the request of an individual, or group of individuals, or the Township.

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

STEP ONE: Should any grievance arise between the Township and an employee, the aggrieved party shall file a written grievance with his immediate supervisor within five (5) calendar days of the complained-of action. Failure of the aggrieved person to act within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

The immediate superior shall render a written decision within ten (10) calendar days after receipt of the grievance.

STEP TWO: If the grievance cannot be satisfactorily resolved within ten (10) calendar days by the immediate superior of the employee, the grievant may pursue the grievance by filing a written appeal to the Township Administrator, or his/her designee, within five (5) calendar days of the immediate supervisor's written decision. The Township Administrator or his/her designee shall meet with the grievant, the shop steward and an official of the Union within five (5) calendar days to review the grievance.

STEP THREE: In the event the grievance has not been resolved through Step Two, then, within five (5) calendar days following the meeting described in Step Two, the Township Administrator or his/her designee, shall render a decision in writing.

STEP FOUR: In the event the grievance has not been settled to the parties' mutual satisfaction through Step Three, then, within five (5) calendar days following the written determination of the Township Administrator or his/her designee, the matter may be submitted in writing to the Township's Governing Body or its designated representative, i.e. - the Township Committee's Personnel Committee; provided such representative is not the Township Administrator or any other member of the Township's management staff who has previously heard or ruled upon the grievance at an earlier step. The Township's Governing Body, or its designated representative, shall provide a decision in writing within five (5) calendar days of the conclusion of the hearing.

STEP FIVE: ARBITRATION

1. If the grievance is not settled to the mutual satisfaction of the parties through Steps One, Two, Three or Four, either the Township or the Union may refer the matter to the New Jersey Public Employment Relations Commission within fifteen (15) calendar days after the written decision by the Township's Governing Body or its designated representative. An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employment Relations Commission.

2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provision of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The full cost for the services of the arbitrator and reasonable attorneys' fees and costs of both parties to the arbitration shall be borne by the party which loses the arbitration.

4. The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent of the Township and the Union prior to the commencement of the arbitrations.

5. The aggrieved employee shall be entitled to be represented by a representative of the Union in Step Two through Five of the above grievance procedure. Either the Township or the Employee may waive, in writing, any one of the grievance steps, but consent by the other party must be obtained in order for said waiver to become binding.

6. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the prior step shall be deemed to be conclusive. However, if the grievance is not processed due to the failure of the Township or its designee to render a decision within the time limit specified, the grievance will be deemed to have been denied by the Township. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE VII

DISCIPLINARY ACTION

1. The Township shall not discipline any employee covered under this Agreement without just cause.
2. All disciplinary action taken by the employer shall be in one or more of the following forms:
 - a. An informal, private, or oral reprimand by the immediate Supervisor or the Township Administrator or his/her designee, whomever shall be appropriate;
 - b. A written memorandum by the Township Administrator or his/her designee;
 - c. A confidential letter of admonition from the Township's Governing Body, with copies to the employees Supervisor.
 - d. Suspension from duty without pay by action of the Township Administrator or his/her designee;
 - e. Transfer or demotion by action of the Township Committee or its designee. "Demotion" shall include, but not be limited to, reduction in grade and/or loss of pay;
 - f. Dismissal from service by action of the Township Committee or its designee.
3. Nothing shall require the Township to take disciplinary actions in the order they appear in this Article, so long as the action taken is related to the severity of the offense

determined to have occurred and due consideration of the employee's past employment history is considered.

ARTICLE VIII

PROMOTIONS, TRANSFERS AND JOB VACANCIES

1. The Township shall maintain an evaluation procedure by which written evaluations of an employee's job performance may provide criteria for promotions and transfers. The Superintendent of Public Works shall be responsible for evaluating all employees covered under this Agreement.

2. (a) If new jobs are created or permanent vacancies occur for a higher rated position, the Township shall determine the qualifications for such position and shall determine which, if any, of the applications for said position meet the qualifications. The most senior of those who are determined to be qualified shall be the successful bidder.

(b) The Township agrees to post a notice of any new job or vacancy, as defined above, on the bulletin for a period of five (5) working days. Such notices shall contain a description of the job, the rate of pay, and when the job shall be available. Employees who are interested, in order to be eligible, must sign the notice. An employee who fails to sign the notice shall not be eligible for the vacancy or position in question.

(c) If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within ten (10) working days after the expiration of the five (5) working day requirement as set forth under subsection (b) of this section.

(d) Any employee who is so selected to fill such job(s) shall be granted a training period of up to forty-five (45) calendar days. If it shall be determined by the Township during the training period that the employee is unqualified to perform the duties of the job to which he has been promoted or transferred, the Township shall place the employee in his former position or in a position equivalent thereto. The promoted/transferred employee shall receive the rate for the job in question as of the day that person begins the training period. If removed from that position, during or at the end of the training period, the employee in question shall receive the rate at the position to which the employee is assigned following his removal, but in no event less than that rate of pay which he was earning prior to the promotion/transfer.

(e) Any employee selected and fulfilling said job vacancy shall serve in the new position a period of not less than six (6) months before said employee may apply for any other transfer or change in job position, unless such request is approved by the Township Administrator and at the sole discretion of the Township Administrator.

ARTICLE IX

OVERTIME

1. The normal work week shall be forty (40) hours with five (5) consecutive eight (8) hour days. The eight (8) hour day does not include a thirty (30) minute unpaid lunch.

2. Consistent with state and federal law, employees will be paid time and a half for all authorized work performed in excess of forty (40) hours in a work week.

3. An employee who is "called out" (asked to report to work from home) shall be compensated for a minimum of four (4) hours of work (at straight time). If the employee works more than four (4) hours as a result of the call-out, the employee shall be compensated only for actual time worked. The four (4) hour minimum for call outs shall not apply to employees called on to work immediately after the end of the employee's shift. To the degree possible, given the employee's special skills and expertise, and recognizing the Township's discretion with respect to these issues, call-out assignment opportunities will be rotated.

4. An employee who must work on a recognized holiday shall be paid straight time plus the regular holiday pay, except that an employee who works on Thanksgiving Day, Christmas Day or New Year's Day shall be paid 2 times his regular rate of pay plus the regular holiday pay.

5. Overtime work opportunities shall be rotated within the work force, provided that the employee is qualified to perform the overtime assignment. It is the employee's responsibility

to leave a telephone number where he/she can be contacted. An overtime list shall be posted to reflect overtime worked and referred by each employee.

6. There shall be no pyramiding of overtime hours.

7. Employees shall be provided with one fifteen (15) minute paid break for every four (4) hours worked. In the event the employee is required to work overtime, he shall be entitled to one fifteen (15) minute paid break for every four (4) hours of overtime worked, which break shall be taken during the four (4) hour period, as well as a thirty (30) minute paid break if he is required to work more than four (4) hours of overtime.

ARTICLE X

VACATION

1. Employees will be eligible for paid vacation leave as follows:

a.	Prior to completion of employee's first year:	No days for the first six (6) months; one (1) day for each month of service thereafter.
b.	After one (1) year of service and to the completion of three (3) years:	Fourteen (14) days per calendar year.
c.	After three (3) years of service and to the completion of five (5) years:	Sixteen (16) days per calendar year.
d.	After five (5) years of service and to the completion of ten (10) years:	Nineteen (19) days per calendar year.
e.	After ten (10) years of service and to the completion of fifteen (15) years:	Twenty-two (22) days per calendar year.
f.	After fifteen (15) years of service and to the completion of twenty (20) years:	Twenty-five (25) days per calendar year.
g.	After twenty (20) years of service:	Twenty-seven (27) days per calendar year.
h.	Employees hired subsequent to November 1, 1997 will receive a maximum of:	Twenty-two (22) days per calendar year.

2. Any employee who resigns or is terminated from his position of employment with the Township shall receive accrued vacation on a prorated basis. The aforementioned employee must work more than half the month in order to receive credit for that month for purposes of calculating the prorated vacation benefits due.

3. Vacation selection shall be made by seniority, and, in the event of a scheduling conflict, preference shall be given to those employees who are senior. Any employee who does not pick his vacation on or before the date set by the Township Administrator for vacation selection shall forfeit his seniority preferential choice. Vacation calendar selection forms will be distributed by the Township by January 1 of each year, and the employees will return said forms to the Township no later than January 31 of each year.

4. If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

5. The Township has a "use it or lose it" policy with respect to vacations. The only exceptions to this rule are as set forth in Paragraph 6 below.

6. Pay in lieu of vacation will not be granted by the Township except as follows: all earned vacation credits which are not used due to retirement, termination due to disability retirement, or death, shall be paid to the employee on his/her retirement or termination due to disability, or to his/her next-of-kin upon the death of the employee.

ARTICLE XI

HOLIDAYS

1. Employees shall be entitled to be off work with pay on the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	President's Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. In the event a holiday falls on a Saturday, it shall be observed on the Friday proceeding the holiday.

ARTICLE XII
LEAVES AND TIMES OFF

1. Any employee who was called to appear before court in connection with his duty, or is called to serve on a jury, shall be entitled to receive his regular pay for the period in time in which he is officially in Court (less any monies the employee receives from the Court for service, which monies shall be turned over to the Township), even for the purpose of obtaining an excuse. Employees shall not volunteer for jury duty. The parties recognize that a person summoned to jury duty must appear in Court and can only be excused by the Court.

2. Employees shall be entitled to three (3) personal days with pay each calendar year, the specific days subject to prior approval of the Township. Employees hired subsequent to November 1, 1997 shall be entitled to two (2) personal days with pay.

3. Eligible employees will be permitted to take military leave consistent with prevailing state and federal statutes and regulations.

4. An employee shall be entitled to leave with pay for a death in the employee's family as follows:

- a. 5 days immediately following the death of a spouse or child.
- b. 3 days immediately following the death of a parent, brother, sister or parent of a spouse.

c. 1 day immediately following the death of a brother-in-law, sister-in-law, grandmother, grandfather, or a relative living under the same roof, provided that the employee attends the funeral."

ARTICLE XIII

HEALTH BENEFITS

1. The Township shall provide to each member covered under this Agreement full health insurance coverage as is currently in existence.
2. The Township reserves the right to change insurance carriers and/or to self-insure so long as comparable benefits are provided. If the Township should change insurance carriers, advance notice will be given to the employees of the bargaining unit and to the Union.
3. The Township shall provide to each qualifying employee corrective eye glasses which conform to OSHA standards. Eye exams will continue to be the responsibility of the individual employee.
4. The Township shall provide lyme disease and hepatitis vaccines to the employees at no cost.
5. Employees receiving dependent health insurance coverage shall contribute to the Township \$15.00 per pay period toward the cost of such coverage. This contribution requirement shall become effective in the pay period after this contribution requirement is imposed by the Township for all other employees.

ARTICLE XIV

SICK LEAVE

1. Sick leave shall be defined as the absence of an employee from post or duty because of illness, accident, or exposure to contagious disease.

2. Regular, permanent salaried employees of the Township covered by this Agreement shall be entitled to the following periods of sick leave at full pay:

- 0-1 year of continued service: 5 days per calendar year
- After 1 year of continued service: 15 days per calendar year

3. Employees hired after November 1, 1997, shall be entitled to 12 sick days per calendar year (after their first year of service).

4. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where an illness is of a recurring or chronic nature, causing recurring absences of two days or more, the Township reserves the right to have the employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the employee to a physician to investigate the report or for examination. In all cases where the Township sends an employee to the Township physician for examination, the Township shall pay for said examination.

5. Employees, when sick or injured, shall be responsible for notifying the Township as to the place of confinement or any subsequent change in the place of confinement. If an

employee is unable to report such confinement or change, a relative or other responsible person shall notify the Township of all pertinent facts.

6. Employees who are absent in an unauthorized manner may be subject to disciplinary action being preferred against them.

7. Sick leave may be accumulated by the employees up to a maximum of 200 days.

ARTICLE XV

SENIORITY

1. For purposes of this Agreement seniority shall be defined as the employee's length of continuous service as determined from the employee's date of hire with the Township.

2. In the event it becomes necessary to reduce the number of employees, the affected employee(s) and the Union shall receive 45 days notice of said reduction. Layoffs shall be implemented by strict seniority, except where the least senior employee is the only employee who holds a state license which is essential for Township operations, he/she may be retained in lieu of the next senior person who does not hold a state license essential for Township operations.

3. The Township shall not hire any additional permanent employee while there are permanent members on layoff status who are entitled to recall until the Township shall first offer such position to the laid off employee. Should the laid off employee refuse such position, the Township may then seek additional employees.

4. An employee who is on layoff status will be responsible for keeping the Township advised of his latest home address. The Township's recall responsibility shall be considered satisfied when it notifies an employee who is on layoff status of recall, by certified or registered mail, sent to his/her last known home address. The laid off employee must then notify the Township within 10 days of receipt of such correspondence of his/her intention and desire to

return to work. Should the employee fail to do so, he/she may be considered as having waived his/her right of recall. An employee may also be considered as having waived his/her right of recall if no signature appears on the return receipt card, or no notification is garnered from the post office that the employee in question lives at his/her last known home address. The Township may, within 10 days of the notification by the post office of such, consider the employee to have waived his/her right of recall.

5. An employee shall lose his/her right of recall, regardless of sub-paragraph (a) above, after he/she has been laid off for a continuous period exceeding two years.

ARTICLE XVI

SPECIAL SCHOOLING AND LICENSES

1. In the event the Township requires any employee of the Public Works Department to attend special schooling or secure necessary licenses, including the articulated motor vehicle license, all costs will be paid by the Township, and attendance shall be at no loss of pay. However, if special schooling or necessary licenses are required to obtain a job or acquire qualifications for a new job title, the Township will not be required to pay the costs of said schooling or licensing, but attendance shall be at no loss of pay.
2. Effective January 1, 2003, employees who hold the following certifications shall receive an annual stipend of \$500 (per each classification held) in the following categories: Commercial Drivers License (Class B or higher); Mechanic (possessing certification to work on one or more vehicle elements –0 brakes; air conditioning; electrical; engine); General Welding.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

1. The management of the Employer's operations and the direction of the working forces are vested exclusively in the Employer. Except as expressly limited by this Agreement, the Employer retains the sole and exclusive right to determine all matters pertaining to the work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge, layoff and promote; to determine or change the starting and quitting times and the number of hours to be worked; to promulgate reasonable rules and regulations; to subcontract work; to assign duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications, classifications and requirements; to organize, discontinue, enlarge or reduce a department, function, plant or division; to combine departments or to separate a department and to assign or transfer employees to other departments and to assign or transfer employees to other departments or shifts as operations may require; to introduce new or improved facilities and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The above-listed management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management. It is understood and agreed that any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those rights which are specifically modified by this Agreement.

2. The Township shall provide a bulletin board at a suitable location for posting of notices by the Union. Said bulletin board shall be used by the Union for the posting of notices directly related to Union business and/or social activities in which the Union is involved. Said bulletin board shall not be used for the posting of any notices which are political in nature nor critical of the Township, Township Administrator or any member of his/her staff. In addition, nothing of a vulgar, obscene or offensive nature shall be posted on the bulletin board.

3. Whenever an employee is laid off, the Union shall be notified at the same time as the affected employee.

4. Employees will continue to be provided uniforms by the Township as follows

- 11 Uniforms – Blue Pants and Shirts
- 1 Parka
- 2 Light Jackets
- 1 Safety Vest
- 1 Pair of Winter Gloves
- 5 Orange T Shirts
- 1 Set of Rain Gear
- 1 Pair of Rain Boots
- 1 Pair of Coveralls
- 1 Pair of Winter Overalls

5. Employees shall be entitled to a maximum of \$250.00 per year from the Township for work shoes. Receipts for the purchase of such work shoes shall be given by the employees to the Superintendent of the Department of Public Works.

6. Up to an hour prior to starting time, employees will be entitled to be reimbursed for no more \$8.00 for breakfast, \$9.00 for lunch and \$10.00 for dinner when their overtime work extends into a regular mealtime. The Superintendent shall designate the food service location

depending upon the work location. Mealtime will be supervised by the employee's Supervisor.
Receipts shall be furnished to the Superintendent.

ARTICLE XVIII

MAINTENANCE OF WORK OPERATION

1. The Union hereby covenants and agrees that, for the duration of this Agreement, neither the Union or any person acting on its behalf or cause shall authorize or support any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out, or other legal job action against the Township. The Union agrees that such action constitutes a material breach of this Agreement.

2. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in all such activities by any Union member shall entitle the Township to invoke any of the following alternatives:

- a. Withdrawal of Union recognition;
- b. Withdrawal of dues deduction privilege (if previously granted); and/or
- c. Such activity shall be deemed grounds for termination of employment of such employee(s).

3. The Union agrees and will make every reasonable effort to prevent its members from participating in a strike, work stoppage, slow-down, or any other activity aforementioned or supporting any such activity by any such employee or group of employees of the Township, and

that the Union will publicly disavow each action and order all such employees who participate in such activities to cease from same immediately and return to work, and shall take such other steps as may be necessary under the circumstances to bring about compliance with the Union.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event that such breach by the Union or its members.

ARTICLE XIX

FULLY BARGAINED AGREEMENT

1. This Agreement represents and incorporates the complete and final understanding and settlement between the parties on all bargainable issues which were or could have been the subject of the negotiations.

2. During the duration of this Agreement, neither party will be required to negotiate with respect to any matter not covered by this Agreement, unless one party requests the negotiation of such in writing and the other party agrees to such in writing. This does not bind the other party to coming to a mutual agreement on the matter(s) in question.

ARTICLE XX

SEPARABILITY AND SAVINGS

1. 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 for the duration of the Agreement.

ARTICLE XXI

OFF DUTY EMPLOYMENT

1. An employee shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.
2. It is understood that the employee will consider their position with the Township as their primary employment. Any off duty employment or activity must not interfere with the employee's efficiency with the Township.
3. No employee who engages in the off-duty employment during his off-duty hours shall be permitted to wear his department uniform in his regular performance of his duty.
4. Failure to comply with the above sections may be the basis for disciplinary action.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the period between January 1, 2000 through December 31, 2002. This Agreement contains the entire understanding of the parties, and for all purposes shall be deemed the full and final settlement of all bargainable issues between the employee and the employer. All the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement has been executed and becomes effective.

IN WITNESS WHEREFORE, the parties hereto have caused this Agreement to be signed and attested to by the proper corporate officers, and its official corporate seal affixed and have hereunto set their hands and seals on this ____ day of _____, 2003.

CLERK, TOWNSHIP OF MENDHAM
COUNTY OF MORRIS

ATTEST: _____ BY: _____
MAYOR, TOWNSHIP OF MENDHAM
COUNTY OF MORRIS

ATTEST: _____ BY: _____
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL NO. 866

BY: _____
ANGELO SPRIGGS, PRESIDENT

BY: _____
, SHOP STEWARD

JLP:rlm:68460

**APPENDIX A
WAGES
2003-2005**

Name	2003 Base	2004 Base	2005 Base		
Ken Budd	\$28,953	\$30,852	\$32,807		
Rocco Cacchio	\$46,130	\$48,543	\$51,030		
Harry Baylor	\$28,953	\$30,852	\$32,807		
Robert Chillemi	\$26,000	\$27,810	\$29,675		
Dennis LaLonde	\$44,475	\$46,840	\$49,275		
Jack Philhower	\$42,961	\$45,280	\$47,669		
Bill San Fillippo	\$41,091	\$43,354	\$45,684		
Harry Spellman	\$41,581	\$43,859	\$46,204		
Dave Read Jr.	\$42,585	\$44,893	\$47,270		
Jason Varro	\$28,016	\$29,886	\$31,813		

Employees are eligible for longevity pursuant to the following formula: \$500 for the first 5 year increment of full-time employment with the Township, and \$300 for each additional 5 year increment of full-time employment with the Township thereafter. These longevity payments are included in the base salaries listed above, and employees are not entitled to any additional monies for longevity.

* Longevity is pro-rated based on the anniversary date. For example, if an employee has his 5th anniversary on June 30th, his pay rate would increase by \$300 but the employee would only receive \$150 of the longevity that year since the anniversary occurred half-way through the year. If an employee reaches his 10th anniversary mid-year, the pay rate will increase by \$200, which is the longevity increment, but the actual increment received will be \$100 for that year.