

Date: \_\_\_\_\_

**AGREEMENT**

BETWEEN

**BOROUGH OF MANVILLE  
SOMERSET COUNTY, NEW JERSEY**

AND

**TEAMSTER'S LOCAL 575 OF NEW JERSEY  
AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA**

JANUARY 1, 2003 THROUGH DECEMBER 31, 2006

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## Preamble

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Borough of Manville, in Somerset County, New Jersey, hereinafter called the "Borough" and Teamster's Local 575 of New Jersey, Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union," represents the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE I  
RECOGNITION

The Borough recognizes the Union as the exclusive collective negotiations agent for the employees of the Street, Sewer and Water Departments, but excluding all professional employees, supervisors and office personnel.

ARTICLE II  
UNION RIGHTS

- A. Employees shall have the right to organize, join and support their Union for the purposes of engaging in collective negotiations. Employees shall not be discouraged, coerced or discriminated against by the employer with respect to hours, wages, or any term or condition of employment by reason of membership in the Union or participation in any of its lawful activities.
- B. In the event that by legislation, statute or executive order, collective bargaining is extended or expanded to include mandatory items not presently negotiable, then in that event, the Union shall have the right to demand immediate negotiations on these new areas.

ARTICLE III  
MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Borough of Manville reserves and retains solely and exclusively all its statutory and Common Law Rights to manage the operations of all employees in the Street, Sewer and Water Departments of the Borough of Manville, New Jersey as such rights existed prior to the execution of this or any other Agreement with said employees.

The Borough retains all rights invested or conferred upon it pursuant to laws and the Constitution of the United States Government and Government of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights:

- 1. The executive management and administrative control of the Manville Government and its properties and facilities and the activities of its employees.
- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and/or assignment and to provide for promotions or transfers.

3. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.
4. The exercise of the foregoing powers, rights, authority, duty and responsibility of the Borough of Manville, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

## ARTICLE IV

### WORK WEEK, OVERTIME, STAND-BY AND CALL-IN

#### A. WORK HOURS

The normal work week for the Street Department shall consist of five (5) consecutive days, Monday through Friday. The normal work week for the Water and Sewer Departments shall consist of forty (40) hours during a seven (7) day week running from Sunday to Saturday. The normal work day shall consist of eight (8) consecutive hours exclusive of one-half ( $\frac{1}{2}$ ) hour lunch period. It is recognized that starting and quitting times must vary for certain seasonal operations including activities such as park and public grounds maintenance, leaf removal and with respect to emergencies such as those resulting from storms (snow removal, flooding, debris removal), vehicular accidents, water main breaks, road cave-ins and vandalism.

#### B. OVERTIME

Employees shall be entitled to overtime pay at the rate of one and one-half ( $\frac{1}{2}$ ) times their hourly rate after eight (8) hours in any day or forty (40) hours in any week. Vacation days, holidays, bereavement leave and approved sick days shall be considered as time worked for purposes of computing overtime compensation. Street Department employees shall receive overtime pay at time and one-half rates for work on holidays when they are not regularly scheduled for work or on stand-by.

#### C. STAND-BY TIME

Stand-by shall be determined by the Department Head and shall be considered as eight (8) hours on a Saturday and eight (8) hours on a Sunday. In addition, that employee of the Water Department who is assigned to work the stand-by shift Monday through Friday shall receive an additional two (2) hours compensation per day.

D. CALL TIME

An employee called in to work at a time other than his normal schedule shall be entitled to a minimum of two (2) hours of call time pay. Call time shall mean two (2) hours of straight time or actual hours worked, at time and one-half, whichever is greater.

E. SNOW REMOVAL BREAK

Whenever an employee is required to work after regular hours for snow removal or other emergency work, a meal break will be provided after twelve (12) consecutive hours and approximately every six (6) consecutive hours thereafter. Meal breaks shall be a maximum of thirty (30) minutes in length. All meal breaks shall be subject to approval of the Department Head or assigned supervisor based on existing and anticipated work requirements.

F. STAND-BY STREET DEPARTMENT

The Borough requires employees on call. Those who are selected for stand-by shall be called as per the normal Teamsters overtime system, which is the wheel, must have the ability to do overtime.

G. AUTO AND TRUCK MECHANIC

The overtime shall be equally rotated with the two (2) mechanics in the department.

ARTICLE V

SALARIES

A. SALARY SCHEDULE

Salaries for all employees shall be provided for the years 2003 to 2006 in accordance with Schedule A, attached hereto.

B. CHANGE IN JOB TITLE

An employee who changes job title will be given his increases according to the following:

1. The employee will remain at his/her present rate of pay for the first sixty (60) days. He will then go to an hourly rate between the minimum and maximum for the new job as his former rate was between the minimum and maximum for the job he moved out of.

2. The employee will go to the maximum rate automatically six (6) months after his interim rate is achieved.

C. SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employee to be affected.
2. The seniority of an employee is defined as the length of continuous service as a Department employee dating back to his last date of hire.
3. In the event of a layoff and rehiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided, in the judgment of the Department, the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications.
4. When promotions to a higher position or transfers to other positions are in order, the Borough shall first attempt to make promotions or transfers from its regular employees. Considerations for such promotions or transfers shall be based first upon ability to perform the work and qualifications, and then upon seniority as a Borough employee and if any employee so promoted or transferred is not deemed qualified after a six (6) month trial period, the Borough may remove him and retransfer him to his former position. The decision as to whether an employee is qualified shall be made by the Borough.
5. Once per year, the Borough shall prepare and forward to the Union a seniority list of employees by classification, by department, and by length of service with the Borough. Seniority lists shall be updated when necessary, and shall be posted on the bulletin boards showing the employees' names, classifications and seniority dates.
6. Seniority shall terminate: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of five (5) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Borough.

7. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Borough record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.
8. Employees shall be considered "probationary" during their first thirty (30) days of employment and terminations during this period shall not be grievable even though the employee is a union member during the thirty (30) day probation period.

## ARTICLE VI

### WORK IN HIGH POSITION

Any employee assigned to work in a higher job classification shall be compensated for such higher classification in accordance with the following procedure:

1. An employee must work eighteen (18) days as needed by his department as training without extra pay. At the time when the training period is completed, which will depend upon the need for persons in such higher classifications, a letter of verification will be provided to the employee.
2. If any employee is assigned to a higher classification for any part of one (1) day (including a full day) and is then assigned to the higher classification for a second day, the employee shall be paid at the higher rate for the second day and each consecutive day thereafter. This rule shall not apply to an employee filling in during vacation time which would require work in the higher classification for two (2) full weeks before payment at the higher classification rate. Such higher rate will begin on the eleventh working day during a vacation relief assignment.
3. The time noted above shall not include incidental use of machines for loading of sand during snow removal or similar types of brief work assignments related to an employee's normal duties.



## ARTICLE VII

### VACATIONS

- A. Vacations for full-time employees shall be based upon the following schedule:

<u>Anniversary</u>	<u>Vacation</u>
0-6 months	0 days
6-12 months	5 days
After 1 year	7 days
2 through 6 years	12 days
7 through 12 years	15 days
13 through 17 years	20 days
18 through 24 years	25 days
25 years and thereafter	30 days

- B. Employees hired after January 1, 1988 will be limited to twenty (20) vacation days per year in accordance with provisions of Section A.

C. **PAY DURING VACATION**

All vacation shall be granted at the base salary rate. Payment for vacation periods in excess of two weeks shall be made on the established pay day prior to the employee's starting vacation. Employees are to give a minimum of two weeks advance notice for a vacation pay request.

D. **VACATION SCHEDULING**

The Supervisor (Department Head) shall allot vacation periods in order to assure orderly operations and adequate continuous service, but will grant vacation periods so far as possible in accordance with desire and seniority (length of employment with the Borough).

- E. All vacation days must be taken during the calendar year earned except when special permission is granted by the Borough Administrator.

## ARTICLE VIII

### HOLIDAYS

A. Employees will be given the following paid holidays:

New Year's Day  
President's Day  
Good Friday  
Floating Holidays – two  
Independence Day  
Labor Day  
Memorial Day

Columbus Day  
Veteran's Day  
Election Day (General)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

B. Holidays listed above falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday. If a holiday falls during an employee's vacation, the employee will receive one day's pay at his regular compensation rate.

C. To be entitled to payment for the above-mentioned holidays, all employees must work the day preceding the holiday and the day succeeding the holiday, unless the employee is on vacation; in such case, the employee shall be paid his/her regular salary and one vacation day will be held in reserve for the employee to utilize at a later time. If an employee does not report to work, either prior to a holiday or weekend subsequent to a holiday, but calls in sick, a physician's certificate substantiating the nature of the illness may be required and must be presented upon returning to work. Otherwise, the employee will not receive his/her regular payment, but instead will have an amount equal to the time absent deducted from their pay.

D. The floating holidays shall be taken during the year as follows:

1. The employee shall give a minimum of three (3) days advance notice.
2. The request shall be subject to the approval of the Department Head.
3. No more than the following number of employees will be granted a floating holiday on the same day:

Streets – two (2)  
Sewer – one (1)  
Water – one (1)

## ARTICLE IX

### SICK AND BEREAVEMENT LEAVE

#### A. SICK LEAVE

##### 1. Definition

Sick days are provided by the Borough to its employees for their welfare and benefit during illness or sickness. Sick leave time and/or sick days shall never be taken for personal reasons, only in the event of sickness or illness. It cannot be used as time worked, early retirement, vacation, or holiday time.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Leave may also be utilized for short periods because of death in the employee's immediate family as defined below.

##### 2. Amount of Sick Leave

(a) All employees of the Borough are entitled to earn ten (10) days of sick leave for each complete year of actual service.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

##### 3. Reporting of Absence of Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

(a) Failure to so notify his supervisor may cause denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

##### 4. Verification of Sick Leave

(a) An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable.

- (b) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
- (c) The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the borough by a physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

5. Record Keeping

The record keeping of sick day accumulation shall be the function of the Borough Clerk's Office. The record shall indicate sick days accumulated to date and sick days taken to date.

Every employee has the right to the verification of his/her sick leave accumulation at any time. This request is to be made through his/her department head.

Annually, the Borough Clerk's Office will prepare a statement of sick days accumulated and taken at the end of the calendar year.

6. Advancing of Sick Days

There shall be no advancing of sick days against time to be worked.

B. As an inducement to accumulate sick days, the following agreement is formulated:

Upon retirement because of age or disability, the Borough shall pay on a three (3) to one (1) ratio, with a maximum accumulation of seventy-five (75) days at the prevailing rate of pay.

In the event of the death of an employee, the employee's estate shall receive the payments provided for in this section.

C. BEREAVEMENT LEAVE

- 1. Full-time employees shall be allowed three (3) days leave with pay upon the death of a member of his/her immediate family.
- 2. For the purpose of this section, a member of the immediate family shall be limited to the father or step-father, mother or step-mother, husband, wife, brother, sister, grandchildren, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents of employee or grandparents of spouse, whose funeral is attended by the employee.

3. One day leave with pay shall be provided to employees to attend the funeral of the employee's brother-in-law or sister-in-law.
4. Upon request, the employee will furnish the Borough with proof of the death and attendance of the funeral.

## ARTICLE X

### PERSONAL DAYS

All employees are entitled to two (2) personal days per year with three (3) days prior approval of their supervisor.

## ARTICLE XI

### LEAVE OF ABSENCE

Leaves of absence up to thirty (30) days may be granted to employees when reasons for such leave have been established based upon submission to and recommendation by the employee's Department Head, Borough Administrator and final approval of the Borough Council. Such leave may be granted at the discretion of the Borough council, provided it will not interfere with the efficient operation of the department. In unusual cases, a leave of absence may be extended at the discretion of the Borough council. All such leaves of absence shall not result in loss of seniority status and shall be without pay. However, vacation and sick days shall not be accrued or compensated for during said absence. It is understood that no individual on leave of absence will be gainfully employed by any other employer or self-employer.

## ARTICLE XII

### JURY DUTY

If selected to serve on either a Petit or grand Jury, employees shall be excused from work so that he/she may serve on the same. During the period of time the employee is performing this public service, that employee shall be entitled to collect his/her full salary and, in addition, may keep those monies paid to each juror by the Courts.

However, if any employee is not empanelled and/or is dismissed for the day (prior to 4:00 p.m.) or does not have to report on a specified day, then in that event, the employee must report to work. Failure to do so will be considered as an act of insubordination and disciplinary action will be taken (i.e., suspension from work without pay, deduction of pay for those hours not worked and not used to serve on a jury, etc.).

At the termination of jury duty, the employee will have the County Clerk's office or other officer of the court certify and attest to the total number of days and the specific dates that the employee actually served on jury duty. Said form shall be provided to the employee through the office of the Borough Clerk.

### ARTICLE XIII

#### TRAINING

- A. In service training shall be made available to all employees of the Sewer, Street, and Water Departments on departmental time as scheduled by their Department Head, Supervisor or appropriate designee.
- B. In service training is defined as any time allocated by the Department Head, Supervisor or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employee.
- C. In service training shall also include service, training schools, State University or agencies or programs so designed that they are deemed to be of benefit to the employee and to the Borough.
- D. All pertinent courses of instruction provided by these agencies (or programs) and available to the employees of the Sewer, Street and Water Departments shall be posted so that all employees of each respective department are made aware of the availability.
- E. Any employee interested in attending course of instruction pertinent to his job shall indicate his desire by providing his signature under the courses of instruction posted on the bulletin board allocated to each respective department.
- F. School vacancies shall be filled on a rotational basis, for each vacancy available, from signatures provided on the particular list.

### ARTICLE XIV

#### GRIEVANCE PROCEDURE

##### A. PURPOSE

- 1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the head of the department and having the grievance adjusted without the intervention of the Union.

## B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Borough.

## C. STEPS OF THE GRIEVANCE PROCEDURE

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 by mutual consent.

### Step One:

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within ten (1) calendar working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department head shall make whatever additional investigation is necessary and shall, within ten (10) calendar working days after presentation of the grievance, give his decision.

### Step Two:

If a grievance is not resolved at Step One, the moving party may, within ten (10) calendar days of receipt of the answer in Step One, submit the written grievance to the borough Administrator, who shall give his answer within ten (10) calendar days of the presentation of the grievance in Step Two.

### Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within ten (10) calendar days after receipt of the answer in Step Two to the Mayor and Council. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) working days of receipt of the appeal unless extended by mutual agreement. The decision of the Mayor and Borough Council shall be made not later than ten (10) working days after the Step Three meeting.

### Step Four: Arbitration

- (a) In the event the grievance has not been resolved at Step Three, either party may within ten (10) calendar days request arbitration. The arbitrator shall be

chosen in accordance with the Rules of the Public Employment Relations Commission.

- (b) 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 provisions of this Agreement or any amendment or supplement thereto.
  - (c) The cost of the services of the arbitrator shall be borne equally between the Borough and the Union, if necessary. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
  - (d) The arbitrator shall set forth his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding.
- D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

## ARTICLE XV

### NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.
- D. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, i.e., a "wildcat" strike or any job action identified above, the Borough



agrees that there shall be no liability on the part of the international or local union, or any of its officers or agents, provided that the Union promptly orders its members to return to work. Failure of employees to return to work after being so ordered by the Union shall be cause for dismissal.

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

## ARTICLE XVI

### DISCHARGE AND DISCIPLINE

- A. The employer and/or its representative will have the right to discharge, suspend or discipline an employee for just cause.
- B. In the case of suspension or discharge, the employer through the Borough Administrator, will notify the Union in writing within five (5) working days of such action.
- C. The Union may contest such an action in the grievance procedure and shall notify the Borough, through the Borough Administrator, of its intent to contest within five (5) working days of receipt of the notice of suspension or discharge.
- D. Employees failing to maintain proper licenses or certifications for their classification shall be subject to demotion. When demotion is made, the position from which the demotion occurred shall be posted as a vacancy which will be filled according to standard appointment procedures. If the loss of license is for six months or less, the position from which the demotion occurred shall be posted as a temporary vacancy which will be filled according to standard appointment procedures. If the demotion of an employee who loses a license or certification will result in the layoff of a less senior employee in the classification to which the employee is demoted then the demoted employee shall be laid off and have recall rights in accordance with the provisions of Article V, Seniority. (In cases where a job description requires a license but the job can be performed without a license the employee will not be demoted or dismissed.)

## ARTICLE XVII

### INSURANCE

- A. The employer shall provide for each full-time employee the following health insurance:
  - 1. Choice of insurances offered through New Jersey State Health Benefits plan.
  - 2. Group Life Insurance (\$15,000.00 face value).
  - 3. Disability Insurance through the State Plan.
  - 4. Dental Insurance shall be provided through Delta Dental.
- B. The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.
- C. All such health benefits may be continued upon retirement to individual employees in accordance with policy in effect this date; but not to be paid by the Borough. Each retired employee may elect to continue his/her coverage at their expense.
- D. The Borough shall assist employees to obtain supplemental life insurance and/or disability insurance under the group policies provided for these benefits. All costs for supplemental benefits shall be paid by the employees receiving same and shall be subject to approval of the insurance carrier(s) for the group policies.
- E. Post-Retirement Health Benefits, in accordance with New Jersey State Health Benefits, Chapter 48 Regulations, will be available to employees, with a 20% contribution toward coverage costs.

## ARTICLE XVIII

### UNIFORMS

- A. The Borough will provide each employee with uniforms for use during working hours. The term "uniform" shall include shirt, trousers, jacket, work shoes, gloves and rain gear. The maximum allowance for work shoes shall be eighty dollars (\$80.00) for 2000 to 2003. Work shoes will be obtained with a purchase order. A Mayor's Committee will further refine Article XVIII (Uniforms) for uniformity and compliance with the addition of one additional winter jacket.
- B. The issue of various items will be on as needed basis with ultimate responsibility for determination of need resting with the appropriate Department Head.

## ARTICLE XIX

### DUES CHECK OFF

- A. Upon receipt by the Borough of a voluntary written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Borough and the Union and consistent with applicable State Law, and which shall call for deduction from the wages of such member of monies for payment to the Union of his membership dues (and initiation fee if a new member) which shall be uniform, the Borough thereafter will deduct from the first pay each month of each such member, during the full term of this Agreement and any extension or renewal thereof and periodic Union dues (and initiation fee if a new member). The Borough will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address: 2414 Morris Avenue, Union, New Jersey 07083, provided the Union shall previously have notified the Borough of the amount of dues and initiation fee to be deducted and shall have furnished the Borough with the signed voluntary written assignment of each member whose dues and/or initiation fee are to be deducted.
- B. The Union shall indemnify and save harmless the Borough against any and all claims, demands, suits, or other forms of liability by reason of action taken by the Borough in reliance upon signed authorization cards furnished to the Borough by the Union and in compliance with the provisions of this Article.
- C. The Borough may suspend or terminate the deduction of provisions of the contract where prompt and corrective action is not taken after notice by the Borough to the business agent of the Union in the event of a violation of the foregoing provisions of Article 16, above, relative to strikes or work stoppages.
- D. In the event any member of the bargaining unit chooses not to become a member of the Union, said employee shall pay a representation fee to the Union in accordance with Chapter 477 P.L. 1979, after July 1, 1986 and after the signing of a withholding authorization card by said employee.

## ARTICLE XX

### PERFORMANCE OF BARGAINING UNIT WORK

Supervisors on any shift shall be allowed to perform bargaining unit work during emergencies, and said supervisors need not first call every other employee to determine their availability for work in case of or during an emergency.

## ARTICLE XXI

## WELFARE PROGRAM

The employee welfare program described in a pamphlet entitled, "Your Welfare Plan" published by Teamster's Local 575 shall be provided to all employees at a cost to the Borough not exceeding twenty (\$20.00).

Any additional cost for said welfare plan shall be paid by the employees receiving same.

## ARTICLE XXII

### MEAL ALLOWANCE

- A. Employees shall receive up to \$8.00 per meal when required to work during emergency call outs as defined in Article IV, Paragraph F. Amount provided for meals shall be subject to cost for the type of meal purchases. Scheduled overtime such as Saturday work or stand-by time which is planned in advance will not qualify for meal allowance. Payment for meals shall be made directly to the vendor or upon presentation of receipts and vouchers by employees.
- B. After twelve (12) consecutive hours of work, the employee is entitled to receive supper money in the amount of eight dollars (\$8.00) and for ever consecutive four (4) hours worked thereafter until he/she has finished his/her working time.

## ARTICLE XXIII

### SEPARABILITY AND SAVINGS

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 or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXIV

### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties in 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 whether or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2003 and shall remain in full force and effect through December 31, 2006, and thereafter from year to year unless either party shall give notice in writing no sooner than on hundred twenty (120) and not later than sixty (60) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

TEAMSTER'S LOCAL 575 OF NEW JERSEY AFFILIATED  
WITH THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA

BY: \_\_\_\_\_  
Albert Tutelo

BOROUGH OF MANVILLE  
SOMERSET COUNTY, NJ

BY: \_\_\_\_\_  
Angelo Corradino, Mayor

\_\_\_\_\_  
Gary P. Garwacke, P.E.  
Administrator

WITNESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE A

### SALARIES

- A. All employees will receive salary increments for the years 2004, 2005, and 2006, as follows:

2004	-	3.5%
2005	-	3.5%
2006	-	3.5%

## LONGEVITY

In addition to the base wage, employees shall receive longevity pay based on years of continuous service. The longevity payment will be added to the employee's base wage on the anniversary date of employment, immediately following the conclusion of the year shown. Each amount is the total amount to be added.

### 1992

Twelve (12) years	\$.05 per hour
Sixteen (16) years	\$.10 per hour
Twenty (20) years	\$.15 per hour
Twenty-three (23) years	\$.20 per hour
Twenty-five (25) years	\$.25 per hour

**LONGEVITY IS FROZEN AT THE 1992 RATE AND WILL NOT BE GIVEN TO ANY NEW HIRE.**