

AGREEMENT: TOWNSHIP OF WOODBRIDGE AND LOCAL 3044, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O. - 12/29/80

Woodbridge Township and
NTSCME Local 3044

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I - PREAMBLE	1
ARTICLE II - RECOGNITION	2
ARTICLE III - CHECKOFF	3
ARTICLE IV - NON-DISCRIMINATION	5
ARTICLE V - UNION STEWARDS AND OFFICERS	6
ARTICLE VI - GRIEVANCE PROCEDURE	7
ARTICLE VII - SENIORITY	10
ARTICLE VIII - JOB POSTING AND JOB VACANCIES	11
ARTICLE IX - HOLIDAYS	13
ARTICLE X - VACATIONS	15
ARTICLE XI - LEAVES OF ABSENCE	16
ARTICLE XII - PERSONAL DAYS	18
ARTICLE XIII - DEATH IN FAMILY	19
ARTICLE XIV - UNION BUSINESS	20
ARTICLE XV - UNION EDUCATIONAL LEAVE	21
ARTICLE XVI - DISCIPLINE	22
ARTICLE XVII - HOURS OF WORK	24
ARTICLE XVIII - SALARIES	25
ARTICLE XIX - LONGEVITY PLAN	26
ARTICLE XX - JOB DESCRIPTIONS	27
ARTICLE XXI - PROMOTIONS	28

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	PAGE
ARTICLE XXII - CONTRACTING.	29
ARTICLE XXIII - MATERNITY LEAVE.	30
ARTICLE XXIV - JURY DUTY.	31
ARTICLE XXV - ARMED FORCES	32
ARTICLE XXVI - GENERAL PROVISIONS	33
ARTICLE XXVII - MANAGEMENT RIGHTS.	35
ARTICLE XXVIII - NO STRIKE CLAUSE	36
ARTICLE XXIX - SNOW EMERGENCIES	37
ARTICLE XXX - PAYMENT OF SICK LEAVE ON RETIREMENT. .	38
ARTICLE XXXI - CETA EMPLOYEES	39
ARTICLE XXXII - DENTAL, PRESCRIPTION AND OPTICAL PLANS	40
ARTICLE XXXIII - UNIFORMS	41
ARTICLE XXXIV - DURATION	42

ARTICLE I

PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the "Employer", and Local 3044, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE II

RECOGNITION

A. The Employer recognizes Local 3044 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding, however, supervisors, confidential employees, and all others.

B. The title "Employee" shall be defined to include the plural as well as the singular and to include males as well as females.

ARTICLE III

CHECKOFF

The Employer agrees to deduct the Union monthly membership dues from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is cancelled in writing by the Employee during the period June 15 - June 25th (both dates inclusive) of any year. Such written notice shall be sent to the Payroll Department of the Township and to the Union.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation

fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE IV

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, political affiliation, union membership, or lack of union membership, or participation in or lack of participation in legal union activities.

ARTICLE V

UNION STEWARDS AND OFFICERS

A written list of Union Officers and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Officers or Stewards.

Representatives of the Union who are not employees of the Township shall be permitted to visit with employees during working hours upon proper notification to the Business Administrator. Such meeting shall not exceed fifteen (15) minutes.

ARTICLE VI

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: The Union Steward, with or without the Employee, shall take up the grievance or dispute with the Employee's immediate supervisor within ten (10) working days of its occurrence. If the grievance or dispute is not filed within ten (10) working days of the occurrence or within ten (10) working days of the date that the employee should have reasonably known that a grievance should be filed, the same is herein considered to be abandoned. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within five (5) working days.

STEP 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward to the appropriate Department or Division Head within seven (7) working days after the supervisor's response is due. The Division or Department Head shall schedule a meeting to discuss the grievance within five (5) working days of receipt of the written grievance. At this step the employee may be represented by his steward and by the Local Union President or designee. The Division or Department Head shall render his decision in writing within ten (10) working days from the date of the hearing.

STEP 3: If the grievance is still unsettled, it shall be presented to the Business Administrator within seven (7) working days after the response of the Director is due. The Business Administrator shall schedule a hearing on the grievance within fifteen (15) working days of the receipt of the grievance. At this step the Employee may be represented by the Steward, the Union President or designee, and an AFSCME Representative. The Business Administrator shall render his decision within fifteen (15) working days after the close of the hearing.

STEP 4: If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.

The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Employer shall strike the first name, the Union shall then strike one (1) name, etc., and the name remaining shall be the Arbitrator.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to

issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

ARTICLE VII

SENIORITY

Employees shall accrue two (2) types of seniority: Township and departmental. Seniority is defined as total length of service beginning with the original date of hire, or the date an employee begins work in a department.

All matters of demotions, layoffs, and recall shall be accomplished in accordance with Civil Service Rules and Regulations. Shift assignments and vacations shall be assigned in accordance with preference seniority. In matters of promotions where there are three (3) employees who are, in accordance with Civil Service regulations, qualified for the position, and if all three (3) are equally able to perform the job as determined by the Business Administrator, then the person with the greatest seniority shall be selected for the position.

The agreed to seniority lists shall be brought up to date on July 1st of each year and posted on bulletin boards; such lists shall contain dates of appointment, dates employees began work in Departments, and job classifications.

It shall be the exclusive discretionary policy of the Employer to promote to supervisory positions, insofar as possible, from the ranks of the employees.

ARTICLE VIII

JOB POSTING AND JOB VACANCIES

Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs are to be posted in the following manner:

Classification

Location

Rate of Pay

Hours of Work

Person to Contact

When provisional appointments are to be made, the Township shall appoint, among those eligible to take a test for the position, in accordance with the employee's ability to perform the job, as determined by the Business Administrator. Where two (2) or more employees have relatively equal ability, then the appointment shall be made to the employee with the most seniority.

Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of five (5) days. Where two (2) or more employees apply for such openings, then the position shall be awarded and where more than one (1) person is qualified for the position, as determined by the Business Administrator, then among those who are equally qualified for the

(the position, the person with the greatest seniority shall be
chosen for the position.

ARTICLE IX

HOLIDAYS

Each employee shall be entitled to fourteen (14) paid holidays per year, as follows:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday (3rd Monday in February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day (General Election)

Veteran's Day

Thanksgiving Day

Christmas Day

Employee's Birthday.

Labor Day Holiday shall consist of three (3) consecutive days, commencing the preceding Saturday, Sunday, and Labor Day, or if an Employee must work on the Saturday preceding Labor Day, said Employee shall be entitled to Sunday, Labor Day, and Tuesday off as holidays; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If

said holiday falls on a Sunday, it shall be observed on the Monday following. If an Employee's birthday falls on a holiday or on a Saturday or Sunday, then the Employee shall be entitled to the birthday holiday off as follows:

1. If the birthday falls on a Saturday, then the Employee shall take the preceding Friday off.
2. If the birthday falls on a Sunday, then the Employee shall take the following Monday off.
3. If the birthday falls on a Holiday, from Monday through Friday, then the Employee shall take the day before or the day after the birthday off.

ARTICLE X

VACATIONS

The following vacation schedule will prevail:

1 year to 5 years of service ... 12 days vacation with pay.
5 years to 10 years of service ... 15 days vacation with pay.
10 years to 15 years of service ... 18 days vacation with pay.
15 years to 20 years of service ... 20 days vacation with pay.
20 years to 25 years of service ... 28 days vacation with pay.
25 years of service and over 30 days vacation with pay.

An Employee may apply for his vacation at any time during the twelve (12) months preceding the date of his proposed vacation. If two (2) or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority. Vacation time not used in any one (1) year must be used in the next vacation year.

ARTICLE XI

LEAVES OF ABSENCE

In the year in which the Employee is hired, he or she is entitled to one (1) day per month sick leave for the number of months worked in that particular year. Commencing January 1st of the following year, an employee shall be entitled to fifteen (15) days per year sick leave, notwithstanding the number of months worked in the previous year. Said days shall be accumulative. Paid sick leave time may be used by an employee if a member of his family is seriously ill or has been seriously injured, thereby requiring the employee to remain at home so as to assist the family member. The word "family" is herein defined so as to include and be restricted to the employee's spouse, children, brothers, sisters, mother or father, living in the immediate household. Such sick time shall not be greater than that which is specified in Civil Service Rule, Article 4.1-17.50.

Regardless of the amount of paid sick leave to which a permanent employee may be entitled, where the nature of his non-occupational related illness or injury, required an extended period of absence, he shall be granted a leave of absence without pay for a period of up to six (6) months, as needed, and may be extended as required upon the advise of a physician for

(additional periods thereafter, subject to the employer's approval. All approvals beyond the first six (6) month period must be approved by the Municipal Council.

ARTICLE XII

PERSONAL DAYS

- a. Three (3) days per year.
- b. Cannot be accumulative.
- c. Cannot be consecutive.
- d. Cannot be used as vacation days; are to be used for personal business only and at the discretion of the supervisor.
- e. Request must be made in writing to the supervisor forty-eight (48) hours in advance, except in case of emergency where under such circumstances the forty-eight (48) hour advance notice is not required. However, the supervisor must be advised as to the nature of the emergency.
- f. Employees on leave of absence or who terminate during the year are not entitled to Personal Days.
- g. Cannot be used in conjunction with holidays or vacation days.
- h. New employees must complete four (4) months of continuous service to be eligible for personal days.
- i. Earned one (1) every four (4) months.

ARTICLE XIII

DEATH IN FAMILY

In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive days absence with pay. Said absence shall not be accumulative and must be used in conjunction with the death in the family. The employee's spouse, children, brothers, sisters, mother, father, grandfather, grandmother, mother-in-law and father-in-law shall constitute the employee's immediate family. In the event of death of an employee's brother-in-law or sister-in-law, the employee shall be granted three (3) consecutive days absence with pay.

ARTICLE XIV

UNION BUSINESS

The President, Vice-President, and/or Shop Steward of the Union, or Delegate will be granted time off without loss of pay for the purposes of attending Union conventions or conferences provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed twenty (20) man days. The Employee must notify the Employer of said leave at least five (5) days prior to the convention or conference. This five (5) days' notice requirement is also applicable to Section following. (Union education leave)

Less than five (5) days notice may be required by agreement with management. Leave under this section shall be limited to not more than four (4) employees at any one time.

ARTICLE XV

UNION EDUCATIONAL LEAVE

Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union when notice is submitted by the Union that said employee or employees have been accepted for schooling. Ten (10) working days per year shall be allocated for Union educational leave purposes. Two (2) employees only shall take leave at any one time and any one (1) employee shall take no more than five (5) working days of this leave per year. The Union agrees to use this leave reasonably.

Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges, or benefits.

ARTICLE XVI

DISCIPLINE

No employee shall be disciplined except for just and proper cause:

a. In any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent from the day when the incident occurred. During these three (3) days the Employer and Employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged with:

- (1) Incapacity due to mental or physical disability;
- (2) Intoxication while on duty;
- (3) Disorderly or immoral conduct;
- (4) Where violence and/or the health and safety of other employees or employer may be involved;
- (5) Serious neglect of duty.

In the event of a suspension in excess of five (5) working days or in the event of a termination, the employee shall be entitled to notice and hearing. At any such disciplinary hearing, the employee may be represented by the Steward, the local Union President, or designee and a council representative.

In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.

The Union may elect to appeal the matter to an arbitration provided that such an appeal is joined in by the Employee in writing. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.

In the event the Employee involved elects the Civil Service Procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter to arbitration.

b. The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

ARTICLE XVII

HOURS OF WORK

The regular work day for full time employees shall consist of seven (7) hours of work plus a one (1) hour lunch period.

So far as practicable, an employee's work day shall not be changed without reasonable notice.

The regular work week shall be from Monday through Friday inclusive, and shall consist of not more than thirty-five (35) hours plus lunch periods. Any time in excess of thirty-seven and a half (37 1/2) hours shall be considered overtime and shall be compensated at the rate of one and one half (1 1/2) times the regular rate of pay for each hour or fraction thereof in excess of thirty seven and one half (37 1/2) hours. Double time shall be paid for all work performed on Sundays. Double time shall be paid for all work performed on holidays in addition to pay for the day. Overtime must be authorized by a Department or Division Head or a supervisor in charge.

Employees shall be granted a total of thirty (30) minutes per day as a coffee break. Said break must be divided between the morning and afternoon hours, each period not to exceed fifteen (15) minutes. At no time shall said coffee break interfere with the work and overall operation of the office involved.

ARTICLE XVIII

SALARIES

All employees covered by this Agreement shall receive a 9.5% increase retroactive to January 1, 1980. In addition, all employees shall receive an increase of eight (8%) percent effective January 1, 1981.

Adjustments for retroactive salary increases effective January 1, 1980 shall be made in the first paycheck issued in calendar year 1981.

ARTICLE XIX

LONGEVITY PLAN

The employer agrees to pay, as a fringe benefit, the following longevity plan:

1 1/2% of base yearly salary for 5 to 10 years of service.

3% of base yearly salary for 10 to 15 years of service.

4 1/2% of base yearly salary for 15 to 20 years of service.

6% of base yearly salary for 20 to 25 years of service.

7 1/2% of base yearly salary for 25 years and over of service.

The employer agrees to pay this longevity pay to all employees of the Union who are on the payroll as of December 1st of the year of the longevity payment. It shall be paid in a lump sum amount prior to the Christmas Holidays.

ARTICLE XX

JOB DESCRIPTIONS

The Employer will provide the Union, upon request, with a complete set of job descriptions for all job classifications covered by this agreement. The Union shall be notified of any proposed changes in any job classifications and shall have the right to negotiate on this subject.

ARTICLE XXI

PROMOTIONS

Any employee who is promoted shall receive not less than a five per cent (5%) wage increase on a promotion from one range to the next.

ARTICLE XXII

CONTRACTING

There shall be no contracting out of any services performed by employees in the bargaining unit during the life of this agreement, subject, however, to those services that are presently being contracted out in various departments of the bargaining unit.

ARTICLE XXIII

MATERNITY LEAVE

Maternity leave shall be granted only to employees on permanent civil service status. An employee may first utilize accumulated unused sick leave, and, if necessary, shall be placed on unpaid leave of absence for the remainder of the required time.

ARTICLE XXIV

JURY DUTY

If an employee is required to serve on jury duty and such duty requires his presence beyond noon, he shall receive a full day's pay for each day of jury duty. If the employee is dismissed from jury duty before noon, he shall immediately report for work and shall receive a full day's pay.

ARTICLE XXV

ARMED FORCES

An employee who is a member of the Armed Forces shall be granted such leave of absence for military service as is required by and in accordance with applicable State and Federal law.

ARTICLE XXVI

GENERAL PROVISIONS

Bulletin boards will be made available by the employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, but not to discuss matters which are a grievance.

No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this Agreement.

This Agreement shall not prevent the employees covered by the Agreement from receiving any general fringe benefits awarded the employees of the Township by legislative action of the Municipal Council during the period of the Agreement.

There shall be established a safety and health committee consisting of three (3) representatives of the Employer and three (3) representatives of the Union, to meet from time to time upon the request of either party to discuss matters of health and safety.

Any employee working in an acting capacity in a job level higher than his own shall be paid the rate of the higher job for all of the time spent for working in the higher job, subject to the following:

- a. That said Employee's job assignment to the higher job level must be in writing and approved by the Business Administrator.
- b. That said assignment must be for at least one (1) week.

ARTICLE XXVII
MANAGEMENT RIGHTS

The Employer shall have the right to determine all matters concerning the management or administration of the various departments of the Township, the right to direct the working force, to hire employees, to eliminate jobs and to determine the number of employees needed for specific job assignments, except to the extent that these rights are specifically modified or limited by either this Agreement or by statute.

The Employer further reserves the right to control by way of a separate rule and/or regulation, in writing, the employees' use of Township vehicles, more specifically, controlling the use of said vehicles so that the cost of operating same will be minimized.

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established, as same as provided for by statute. However, this provision shall not apply to any rules which have been held or may be held by the courts not to be subject to negotiation.

ARTICLE XXVIII

NO STRIKE CLAUSE

The Union shall not instigate, call, engage in, or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of Township's services to the community.

ARTICLE XXIX

SNOW EMERGENCIES

In the event of a snow emergency, as determined by the Business Administrator, any employees who are unable to report to work will be paid for the day. Employees who do manage to get to work, and who do work, will receive a compensatory day off. The Business Administrator may declare a second snow emergency day during the year, in which case the same policy shall prevail. Any additional days of snow emergency which occur, the employee may charge his time off to any time on the books: personal days, vacation days, sick time, or comp time.

ARTICLE XXX

PAYMENT OF SICK LEAVE ON RETIREMENT

At the time of retirement, employees shall be entitled to one third (1/3) of their accumulated, unused sick leave to be paid in cash at the rate of pay in effect at the time of retirement, 1/3 first one hundred (100) days, fifty (50) per cent for all days over one hundred (100).

ARTICLE XXXI

CETA EMPLOYEES

Where there are job openings which may be filled without promotional or open competitive examinations, CETA employees will be given preference for appointment over any candidates from outside the ranks of Township employees, only under such circumstances where in the opinion of the Business Administrator such person is qualified for said position.

ARTICLE XXXII

DENTAL, PRESCRIPTION AND OPTICAL PLANS

A. No medical, health or dental rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement. These benefits include the Medical-Surgical, Major-Medical, Blue Cross Rider J Plan and the dental insurance coverage in existence for covered employees on the effective date of this Agreement.

B. The Township shall provide a dental plan for employees and their dependents, to be effective January 1, 1980, the same as provided for other Township employees.

C. Effective January 1, 1980, the Employer agrees to provide a \$2.00 co-pay prescription plan for employees and their dependents.

D. Effective January 1, 1980, the Employer agrees to provide optical insurance for employees and their dependents.

E. For the purposes of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice.

F. The Employer reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XXXIII

UNIFORMS

A. The Employer agrees to provide uniforms for members of the custodial staff and for Police Traffic Maintenance workers. All uniforms provided by the Employer must be worn by the employees.

B. The Employer agrees to provide work shoes for Field Personnel in the Division of Engineering.

C. Loss of uniforms will result in replacement and in pay deductions sufficient to cover the loss from the employee responsible.

ARTICLE XXIV

DURATION

This Agreement shall be effective as of the 1st day of January, 1980, and shall remain in full force and effect until the 31st day of December, 1981. It shall be automatically renewed from year to year thereafter until either party shall notify the other in writing sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 29 day of December, 1980.

FOR THE EMPLOYER:

TOWNSHIP OF WOODBRIDGE

Attest:

By Joseph Demarino
JOSEPH DEMARINO, MAYOR

FOR THE UNION:

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL #73

Attest:

By John J. ... 20 6.73 AFSCME.

FOR THE UNION:
ATTEST:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL #73

Jean Massimino
Executive Chairman