

AGREEMENT

BETWEEN

TO WNSH P OF ANDOVER
SUSSEX COUNTY, NEW JERSEY

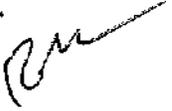
AND

LOCAL 81427 ME-CWA, AFL-CIO

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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PREAMBLE

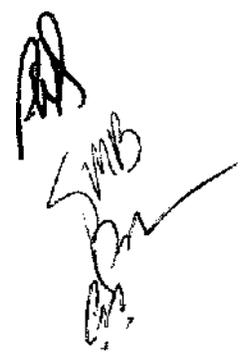
This Agreement entered into this 1st day of January 2005, by and between the **TOWNSHIP OF ANDOVER**, hereinafter called "Township" and **Local 81427, IUE-CWA, AFL-CIO**, hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE 1

RECOGNITION

- A. The township hereby recognizes the Union as the sole and exclusive collective negotiating agent and representative for all full-time and part-time Road Department employees regularly employed by the Township of Andover, in the title of laborer and those who have passed the Civil Service test and received the title of Public Works Repairer, but excluding all managerial executives, confidential employees, police, supervisory employees within the meaning of the Act, professional employees, craft employees and all other employees employed by the Township of Andover.
- B. The title "employee" shall be defined to include the plural as well as the singular and to

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ARTICLE II
NON-DISCRIMINATION

- A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- B There shall be no discrimination, interference, restraint, or coercion by the Township or any of its 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 employees on behalf of 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.

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ARTICLE III
UNION VISITATION

- A. The Township agrees, with prior approval of the Administrator or designee, to permit authorized representatives of the Union to enter the premises of the Township at reasonable hours for the purposes of ascertaining whether the Agreement is being violated or assisting in the adjustment of grievances, provided such visitation does not interfere with the operations of the Township.
- B. The Union Shop Steward, with prior approval of the Administrator or designee and provided there is no interference with the operations of the Township, will be permitted time to process grievances during working hours. The Union Shop Steward will also be permitted to assist in collective negotiations during working hours, provided that such negotiation sessions are mutually scheduled for such times.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems, which may arise concerning the terms and conditions of employment under this Agreement.
- B. 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 Road Department.
- C. The term "grievance" as used herein means a dispute over the interpretation, application or violation of this Agreement and may be raised by an individual employee or the Union on behalf and at the request of an individual employee or employees.
- D. 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 I

The aggrieved employee or the Union shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate Supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall render a decision within ten (10) calendar days after the receipt of the grievance.

STEP 2

If the grievance is not settled at Step 1, the grievant may present the grievance in writing within ten (10) calendar days after the answer at Step 1 to the Administrator. The Township Administrator, or his designee, shall respond to the grievance in writing within ten (10) calendar days of the receipt of the written grievance.

STEP 3

If the grievance is not settled at Steps 1 and 2, and the grievance involves discipline in excess of two (2) but less than six (6) days, the matter may proceed to arbitration as set forth below. Disciplinary matters involving up to and including two (2) days may be grieved through Step 2 only. Disciplinary matters involving in excess of five (5) days may be pursued in accordance with the Rules and Regulations of the New Jersey State Department of Personnel. Other grievances (other than those noted above) involving interpretation, application or violation of this Agreement may proceed to arbitration as noted below.

The Union on behalf of an employee or group of employees may file a demand for arbitration with the Public Employment Relations Commission within fifteen (15) days after receipt of the Township Administrator's answer to the grievance as provided for in Step 2.

- (1) The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
- (2) The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.
- (3) The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.

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(4) Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

(5) The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

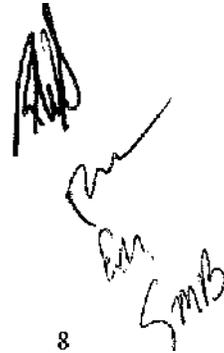
ARTICLE V WORK RULES

Proposed new rules or modifications of existing rules shall be provided to the Union Representative at least five (5) days before they are established.

ARTICLE VI

BULLETIN BOARDS

- A. The Township agrees to provide one (1) bulletin board at each Township building utilized at a work location by bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on bulletin boards.
- B. All material posted on said bulletin boards must be on official Union letterhead, or must be signed by an authorized Union representative. No material of a derogatory nature concerning the Township, its employees or any officials will be posted on the bulletin board and it shall be the responsibility of the Union to make certain that such materials, if posted, are promptly removed.


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ARTICLE VII
PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first ninety (90) days of employment during which the Township can discipline or discharge the employee without recourse by the employee or the Union. After successful completion of the probationary period, the employee will be placed on the seniority list retroactive to the first day of employment.

ARTICLE VIII
SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. Service time will include time during an authorized paid leave of absence. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment.
- B. An employee shall lose all seniority rights for any one or more of the following reasons:
 - 1. Voluntary resignations; or
 - 2. Discharge for just cause; or
 - 3. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Township may require substantiating proof of illness or accident in such manner and on such forms as the Township deems appropriate.
- C. Seniority shall be considered in making promotions.

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ARTICLE 1X.
LAYOFF AND RECALL

- A. The Administrator may lay off an employee for the purposes of efficiency or economy, or other valid reason requiring a reduction in the number of employees.
- B. The Shop Steward shall have super seniority and shall be the last person laid off provided that as employees are laid off, the Shop Steward has the ability to perform the work available.
- C. Employees shall be laid off in the inverse order of their seniority provided the senior employee has the ability to perform the work available.
- D. Whenever possible, employees shall be demoted in lieu of layoff, to some lesser office or position.
- E. In the event the Township plans to lay off employees for any reason, the Township shall meet with the union to review such anticipated layoff at least two (2) weeks prior to the date such action is to be taken, if possible.
- F. The Township shall forward a list of those employees being laid off to the local Union President on the same date that the notices are given to the employees.
- G. When the work force is increased after a layoff, employees will be recalled in accordance with their seniority rights under the rules of the New Jersey Department of Personnel.
- H. An employee recalled to his former position shall receive his former rate of pay, plus any general increase occurring during his layoff.

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ARTICLE X
HOURS OF WORK

- A. The Township agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday through Friday, exclusive of any lunch break, shall constitute a regular week's work hereinafter called the work week, and shall be paid for at the regular straight time rates of pay hereinafter provided. This definition shall not be construed as a limitation of the number of hours of work, which the Township may require.
- B. The regular work hours shall be 7:00 am. through 3:30 p.m. The Township Committee shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the work schedule. Except in cases of emergency, the Union shall be given one week's notice of any permanent change in the schedule of working hours within one hour of the present schedule. Any other change exceeding one hour shall be by mutual agreement of both parties.
- C. Two (2) fifteen (15) minute rest breaks will be granted to each employee, each day, with one occurring in the morning and one occurring in the afternoon. Such breaks shall be scheduled by the Township, based on the workload of the particular day.

ARTICLE XI OVERTIME

- A. The amount of overtime and the schedule for working such overtime will be established by the Township. The Township agrees that it will give reasonable prior notification of any scheduled overtime, exclusive of emergency situations. The Union agrees that employees will perform emergency overtime work, unless

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- excused for legitimate urgent reasons.
- B. The Township agrees that it will pay time and one-half (1-1/2) the regular straight time hourly rate for all authorized time actually worked:
1. In excess of forty (40) hours of work (exclusive of any lunch break) in the standard workweek;
 2. For hours actually worked (exclusive of any lunch break) on the sixth (6th) day worked in the standard workweek.
- C. If an employee works on Sunday, he will be paid time and one-half (1-1/2) his regular straight time rate of pay.
- D. For the purposes of calculating overtime, earned time off such as holidays, vacation, personal days, sick time, etc. will be considered time worked.
- E. Earned overtime may be accumulated up to a maximum of forty (40) compensatory hours per year. Such compensatory time may, with the approval of the Administrator and mutually agreed upon scheduling between the Department Supervisor and the employee, be taken by December 31 of the year in which earned. However, earned overtime to be taken as compensatory time which is earned between October 1 and December 31 in any given year may be carried over to the first quarter of the following year to be taken by March 31 of that year. In the event that compensatory time is not taken by March 31 it will be paid for in cash at the then hourly rate.
- F. Overtime shall be distributed as equitably as possible among the employees capable of performing the work to be completed. Employees may be required to work a reasonable amount of overtime. No overtime shall be worked or paid for unless first authorized by the Supervisor in charge.

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- G. In the event an employee is called to work outside of his regularly scheduled hours, he shall be paid a minimum of two (2) hours at the overtime rate. Overtime performed immediately before or immediately after regularly scheduled hours, or immediately before or immediately after a meal recess shall not be subject to the minimum.
- H. An employee who is called to work before or after his regularly scheduled hours and is required to work in excess of five (5) hours of overtime shall be furnished by the Township with breakfast or dinner.
- I. All work performed on holidays recognized by this Agreement will be paid for at two (2) times the regular straight time rate of pay plus a day's pay for the holiday as such.

ARTICLE XII

WAGES

- A. After completion of one (1) year as Laborer, employees advance to First Step Position of Public Works Repairer with recommendation from supervisor and Township Committee approval. After six (6) months and with recommendation from supervisor and Township Committee approval advance to Top Grade Position.
- B. Public Works Repairer will include snow plowing, snow removal and sanding as road maintenance.
- C. The following salary schedule will apply to employees covered by this agreement as noted:

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Public Works Repairer	01/01/05	01/01/06	01/01/07
Start	\$18.58	\$19.32	\$20.09
After six (6) Months	\$19.60	\$20.38	\$21.20

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<u>Laborer</u>	<u>01/01/05</u>	<u>01/01/06</u>	<u>01/01/07</u>
Start	\$14.74	\$15.33	\$15.94
After six (6) months	\$15.70	\$16.33	\$16.98
After twelve (12) months	\$17.34	\$18.03	\$18.75

C. Employees who are the maximum of the salary schedule as of January 1, 2005 will receive the following increases:

1. Effective January 1, 2005 4%
2. Effective January 1, 2006 4%
3. Effective January 1, 2007 4%

D. The following pay rate shall apply to the position of Mechanic/Public Works Repair:

	<u>01/01/05</u>	<u>01/01/06</u>	<u>01/01/07</u>
Start	\$21.84	\$22.71	\$ 23.62

E. There is created the position of Supervising Laborer and the following pay rate shall apply:

<u>Supervising Laborer</u>	<u>01/01/05</u>	<u>01/01/06</u>	<u>01/01/07</u>
Start	\$22.07	\$22.95	\$23.87

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ARTICLE XIII LONGEVITY

In addition to designated salary or hourly wages, all full-time permanent employees are eligible for additional longevity pay at the following rate:

<u>Years of Cumulative Service</u>	<u>Longevity Pay</u>
After 5 years	\$ 250.00
After 6 years	\$ 500.00
After 10 years	\$ 750.00
After 15 years	\$1,000.00
After 20 years	\$1,250.00
After 25 years	\$1,500.00

ARTICLE XIV HOLIDAYS

A. All full-time permanent employees are granted thirteen (13) paid holidays annually. These holidays are as follows:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Day-after Thanksgiving
President's Day (3rd Monday in February)	Christmas Day
Good Friday	Memorial Day
Independence Day	Labor Day
Election Day	

B. If a holiday falls on a Saturday or Sunday, it shall be observed on either the



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preceding Friday or the following Monday. The Monday Holiday Law shall also be observed for those holidays designated.

- C. In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.
- D. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Township Administrator or designee under such circumstances as approved vacation time, sick time or personal time. Employees absent from work due to sickness on the regularly scheduled day of work immediately preceding or immediately following the holiday may be required to furnish a medical certificate for such absence, and failure of such employee to comply shall result in employee not being paid for that holiday.

ARTICLE XV
VACATION LEAVE

A. All permanent full-time employees shall be granted annual leave with pay for vacation purposes during each calendar year in accordance with the following schedule based on length of employment as of the 31 ' day of December of the preceding calendar year:

<u>Length of Employment</u>	<u>Vacation Leave</u>
Up to 1 year of service	One working day for each month of employment
After 1 year and up to completion of 5 years of service	12 working days

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After 5 years and up to completion
of 10 years of service 15 working days
After 10 years and up to completion
of 15 years of service 15 working days
After 15 years and up to completion
of 20 years of service 20 working days
After completion of 20 years of service, add one (1) working day per year.

B. An employee may carry unused vacation into the next succeeding year only, provided that the employee has obtained the prior written approval of the Township Administrator or Township Committee.

ARTICLE XVI SICK LEAVE

- A. In the first year of employment, an employee shall be entitled to one (1) day sick leave for each month of employment. Thereafter, sick leave shall accumulate on the basis of one and one-quarter (1-1/4) days per month or up to a maximum of fifteen (15) days per year. Sick leave may be accumulated from year to year.
- B. Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family, which requires his attendance upon the ill person (not to exceed five (5) work days in one (1) calendar year without the approval of the Township Committee), quarantine restrictions, pregnancy or disabling injuries.
- C. For the purpose of this Article, the term "immediate family" is defined as father, mother, wife or husband and the employee's children, or any member of the employee's immediate household.


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D. Verification of Sick Leave

1. An employee who is absent from work because of illness for more than three (3) consecutive days shall be required to submit a certificate from the employee's physician substantiating the illness.
2. In the case of illness of a chronic or recurring nature causing an employee's repeated absences, the employee may be required to submit one medical certificate for every six (6) month period.
3. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable under the circumstances.
Abuse of sick leave shall be cause for disciplinary action.

- E. Upon retirement or other separation in good standing, an employee shall be entitled to the sick allowance for the current year prorated to the number of months worked in the year of separation, plus fifty (50%) percent of verifiable accumulated sick leave from previous years to be paid at the then-current rate of pay.

ARTICLE XVII INJURY LEAVE

- A. In the event a full-time employee becomes disabled as the result of an injury which is incurred in the line of duty, the Township Committee may pass a Resolution giving the employee up to one (1) year's leave of absence with pay. The employee may also be required to be examined by a Township-appointed physician to certify the disability. When such a Resolution is passed by the Township, the employee shall not be charged any sick time for the time lost due to such injury, which is covered by the Resolution.

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- B. Prior to the passage of a Resolution as noted in Section A above, the employee shall agree in writing to reimburse the Township to the full extent of any temporary disability benefits, under Workers Compensation or otherwise, he may receive as a result of the injury.

ARTICLE XVIII
FUNERAL LEAVE

- A. In the event of death in the immediate family, an employee shall suffer no loss of regular straight time pay for a period not to exceed five (5) consecutive days from the day of death.
- B. "Immediate family" shall be defined as father, mother, wife or husband, child, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law.

ARTICLE XIX
MILITARY LEAVE

Military leave will be granted in accordance with the New Jersey State Statutes.

ARTICLE XX PERSONAL DAYS

- A. Each permanent full-time employee covered by this Agreement may use three (3) days per annum as personal days, to be prorated for new full-time employees.
- B. Requests for personal days shall be made in writing to the employee's Supervisor, not less than one (1) full working day in advance of the day, except in cases of emergency.
- C. Personal days not used shall not be carried over into the following year.

ARTICLE XXI
COURT APPEARANCES - JURY DUTY

- A. Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented to the Administrator, shall receive full-time pay for said jury duty, minus any compensation received for said jury service, except for travel expenses.
- B. Any employee covered by this Agreement who is absent from work because of a required Court appearance as a witness on behalf of the Township, upon proper written evidence of the same being presented to the Administrator, shall receive full-time pay for the period of said Court appearance. Said employee shall be reimbursed for Township-authorized reasonable expenses incurred in conjunction with said Court appearances.

ARTICLE XXII
LEAVE OF ABSENCE WITHOUT PAY

- A. The Administrator may grant an employee a leave of absence without pay for a period of up to thirty (30) days.
- B. A leave of absence for longer than thirty (30) days must first be approved by the Township Committee.



ARTICLE XXIII RESIGNATION

An employee may resign from his position by tendering a written resignation to his Department Director, who in turn shall forward it to the Township Committee. Unless there are disciplinary charges pending against the employee, the Township Committee shall notify the employee in writing of acceptance of his resignation in good standing. An employee shall give a minimum of fifteen (15) days notice before the effective date of his resignation. Failure to do so may result in loss of vacation, sick and personal day credits. Oral resignation shall be considered to be binding, but not as a resignation in good standing.

ARTICLE XXIV

PERSONNEL RECORDS

A. All personnel records are kept in the Clerk's office.

B. Annually, by February 1st, each employee will be given a copy of his vacation leave and sick leave record.

C. Other personnel file information may be reviewed by appointment with the Administrator.

D. The accumulated vacation days of full-time employees covered under this Agreement shall be listed either on the employee's pay stub, or shall be provided to the employee on a quarterly basis.

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ARTICLE XXV
INSURANCE

- A. The Township shall pay the full cost to provide and maintain all insurance coverage that is in force and effect at the inception of this agreement.
The Township reserves the right to change insurance carriers or to self-insure any or all portions of the insurance benefits, so long as substantially similar benefits are provided.
- C. Permanent full-time employees on sick leave shall continue to receive health insurance coverage for a period of three (3) months beyond the current month during which the injury occurred.
- D. The Township agrees to increase the Optical Plan Benefits for Bargaining Unit Employees and their families to \$200.00 for employees and \$175.00 for dependents each year.
- E. The Township agrees to investigate the costs and the feasibility of obtaining and procuring short-term disability insurance coverage, for full-time employees covered by this Agreement. However, nothing herein shall bind or obligate the Township to provide or to pay for the cost of such coverage during the term of this Agreement.

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ARTICLE XXVI
POSTING

- A. Vacancies for positions covered under this Agreement shall be posted.
- B. When vacancies occur for positions covered under this Agreement, they shall be posted on all employee bulletin boards for a period of not less than ten (10) calendar days. The vacancy notice shall state the job classification, rate of pay, the nature of the job requirements and whether such opening is of a permanent, provisional or

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temporary nature. Employees interested, including employees on layoff, shall make a written request for such position.

- C. Job vacancies which are to be filled shall be filled in accordance with the rules and regulations of the New Jersey Department of Personnel. There is, however, no requirement for the Township to fill any job vacancy or to hire any minimum number of employees.

ARTICLE XXVII

DAMAGE TO TOWNSHIP EQUIPMENT

- A. Whenever any employee damages any Township equipment, a full written report shall be made and forwarded to the Township Administrator's office.
- B. When any Township owned vehicle is involved in an accident, the Police Department must be notified by the employee(s) on the scene immediately so that the Police Department may conduct an on-the-scene- investigation and prepare an accident report as required. The driver must also file a full report as required by Section A above.
- C. In the event of an accident, the Township Administrator may convene a board consisting of the Department Head and at least one (1) other employee to review the accident and determine if negligence is involved or if any disciplinary action should be recommended.

ARTICLE XXVf

PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS

- A. The Township shall provide all tools, protective clothing and safety equipment necessary to perform the task assigned. No employee will be required to use his own tools.
- B. In addition to the present work uniform issue, the Township agrees to provide: I. Each employee Two hundred Fifty (\$250.00) dollars annually on voucher

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basis towards the purchase of safety work shoes per calendar year. Any amount spent by the employee above the Two Hundred Fifty (\$250.00) dollar allowance shall be borne by the employee. The employee shall provide a sales slip to the Township Administrator as proof of purchase of the safety work shoes for which reimbursement is requested: no reimbursement shall be allowed without proof of purchase.

2. Each employee who normally wears prescription eyeglasses, one hundred fifty (150.00) dollars once during the lifetime of this Agreement on a voucher basis towards the purchase of one (1) pair of prescription safety glasses. Any amount spent by the employee above the one hundred fifty (150.00) dollars allowance shall be borne the employee. The employee shall provide a sales slip to the Township as proof of purchase of the prescription safety glasses.
3. In each calendar year of Contract, each full-time employee who is covered " by this agreement shall receive six (6) short sleeve shirts, six (6) tee shirts and one (1) safety hooded insulated sweatshirt each year.
Effective 0110112002, a "Carhart" bib or overalls will be furnished to all new full-time employees, after satisfactory completion of a six (6) month employment period by each such employee.
5. Effective 0110112005, One (1) Set of Safety Rain Gear (Hooded Coat & Pants) will be provided for the life of the contract.

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ARTICLE XXIX

DUES DEDUCTIONS AND AGENCY SHOP

A. Representation Fee:

The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority.

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13. Computation of Fair Share Fee:

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Township.

C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.
2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

D. Deduction of Fee:

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from reemployment lists.

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E. Payment of Fee

The Township shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. Union Responsibility

The Union agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

G. Miscellaneous

1. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon fair share information furnished by the Union or its representatives.
2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

H. Dues Check Off

Payroll deduction for dues to the Union from members who are employees of the Township covered by this Agreement shall be made by the Township upon the submission to the Township by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union at monthly intervals. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be

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withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

2. 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 of action taken by the Township in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

ARTICLE XXX

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township including subcontracting any or all of the work performed by employees covered by this Agreement.

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DM

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to the law.
 6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient and non-productive or for other legitimate reason.
 7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in

a.m.
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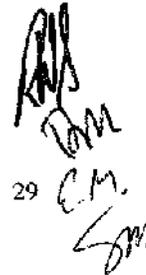
connection therewith, shall be limited only by the specific and express terms of this

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.

- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXXI
MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Township's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members taken part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance on the employee duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be


29 C.M.
SM

necessary under the circumstances to bring about compliance with the Union's order.

- D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.
- E. 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 for injunction or damages, or both, in the event of such breach by the Union or its members.
- F. The Township agrees not to lock out any employee covered by this Agreement by the Township.

ARTICLE XXXH
MISCELLANEOUS

Each employee covered under this Agreement will be given a copy of the Agreement, by the Township.

ARTICLE XXXIII SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

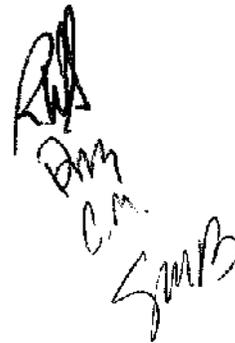

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ARTICLE XXXIV
FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXV
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2007 without any reopening date. The economic changes provided for in this Agreement will apply only to those individuals in the employ of the Township as of the date of signing of this Agreement. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

Handwritten signatures and initials in black ink, including 'RM', 'DM', 'C.M.', and 'SMB'.

IN WITNESS WHEREOF, the parties have hereunto set their and seals at the Township of Andover, New Jersey on this 1st day of / 2 0 0 5 .

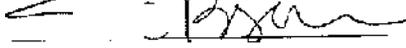
Local 8142 IUE-CWA, AFL-CIO

Township of Andover

By: _____



Steven Benziger, Business Agent



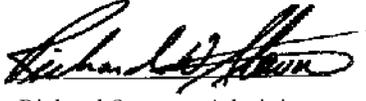
Steven Benziger, Shop Chairman



Michael Teets

Erik Marra

By: _____



Richard Stewart, Administrator

WITNESSED:



Vita Thompson

Andover Township Clerk