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Cape May

THIS COPY DOES  
NOT CIRCULATE

AGREEMENT

BETWEEN

UPPER TOWNSHIP

CAPE MAY COUNTY, NEW JERSEY

AND

CAPE MAY COUNCIL NO. 19

NEW JERSEY CIVIL SERVICE ASSOCIATION

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## P R E A M B L E

THIS AGREEMENT ENTERED INTO THIS BY AND BETWEEN THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF UPPER, IN THE COUNTY OF CAPE MAY IN THE STATE OF NEW JERSEY, HEREINAFTER CALLED THE "TOWNSHIP", AND CAPE MAY COUNCIL NO. 19 NEW JERSEY CIVIL SERVICE ASSOCIATION, HEREINAFTER CALLED THE "COUNCIL" REPRESENTS THE COMPLETE AND FINAL UNDERSTANDING ON ALL BARGAINABLE ISSUES BETWEEN THE TOWNSHIP AND THE COUNCIL.

### ARTICLE 1

THE TOWNSHIP RECOGNIZED THE COUNCIL AS THE EXCLUSIVE COLLECTIVE NEGOTIATING AGENT FOR ALL EMPLOYEES THAT WERE ALLOWED TO PARTICIPATE IN THE ELECTION HELD BY THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, THAT CHOSE THE COUNCIL AS THE MAJORITY REPRESENTATIVE.

### ARTICLE 2

#### MANAGEMENT RIGHTS

- A. THE TOWNSHIP HEREBY RETAINS AND RESERVES UNTO ITSELF, WITHOUT LIMITATIONS 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, AND THE FOLLOWING RIGHTS:
1. TO THE EXECUTIVE MANAGEMENT AND ADMINISTRATION CONTROL OF THE TOWNSHIP GOVERNMENT AND ITS PROPERTIES AND FACILITIES AND THE ACTIVITY OF ITS EMPLOYEES.
  2. TO HIRE ALL EMPLOYEES AND SUBJECT THEM TO THE PROVISIONS OF LAW, TO DETERMINE THEIR QUALIFICATIONS AND CONDITIONS FOR CONTINUED EMPLOYMENT OR ASSIGNMENT AND TO PROMOTE AND TRANSFER EMPLOYEES.
  3. TO SUSPEND, DEMOTE, DISCHARGE OR TAKE OTHER DISCIPLINARY ACTION FOR THE GOOD AND JUST CAUSE ACCORDING TO LAW.
- B. THE EXERCISE OF THE FOREGOING POWERS, RIGHTS, AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE TOWNSHIP, ADOPTION OF POLICIES, RULES, REGULATIONS AND PRACTICES IN THE FURTHERANCE THEREOF AND THE USE OF JUDGMENT AND DISCRETION IN CONNECTION WHICH SHALL BE LIMITED ONLY BY THE SPECIFIC AND EXPRESS TERMS HEREOF ARE IN CONFORMANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF NEW JERSEY AND OF THE UNITED STATES.
- C. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO DENY OR

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. PURPOSE:

L. THE PURPOSE OF THIS PROCEDURE IS TO SECURE, AT THE LOWEST POSSIBLE LEVEL, AN EQUITABLE SOLUTION TO THE PROBLEMS WHICH MAY ARISE AFFECTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PARTIES AGREE THAT THIS PROCEDURE WILL BE KEPT AS INFORMAL AS MAY BE APPROPRIATE.

2. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS LIMITING THE RIGHT OF ANY EMPLOYEE HAVING A GRIEVANCE TO DISCUSS THE MATTER INFORMALLY WITH ANY APPROPRIATE MEMBER OF THE DEPARTMENTAL SUPERVISORY STAFF AND HAVING THE MATTER ADJUSTED WITHOUT THE INTERVENTION OF THE COUNCIL.

#### B. DEFINITION:

THE TERM GRIEVANCE AS USED HEREIN MEANS ANY CONTROVERSY ARISING OVER THE INTERPRETATION OR ADHERENCE TO THE TERMS OF THIS AGREEMENT AND MAY BE RAISED BY ANY INDIVIDUAL, THE TOWNSHIP, OR COUNCIL.

#### 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, IN WRITING.

##### STEP ONE

- (a) AN AGGRIEVED EMPLOYEE SHALL INSTITUTE ACTION UNDER THE PROVISIONS HEREOF BY FILING, WITH HIS COUNCIL REPRESENTATIVE, WITHIN TWO (2) WORKING DAYS, A WRITTEN REPORT OF THE GRIEVANCE. HAVING COMPLETED THIS, AN EARNEST EFFORT SHALL BE MADE TO SETTLE THE DIFFERENCE BETWEEN THE AGGRIEVED EMPLOYEE AND HIS IMMEDIATE SUPERVISOR FOR THE PURPOSE OF RESOLVING THE MATTER INFORMALLY. FAILURE TO ACT WITHIN THE SAID TWO (2) DAYS SHALL CONSTITUTE AN ABANDONMENT OF THE GRIEVANCE.
- (b) THE IMMEDIATE SUPERVISOR SHALL RENDER A DECISION WITHIN TWO (2) WORKING DAYS OF RECEIPT OF THE GRIEVANCE.

##### STEP TWO

- (a) IN THE EVENT A SATISFACTORY SETTLEMENT HAS NOT BEEN REACHED, THE EMPLOYEE SHALL, IN WRITING AND SIGNED BY HIM, FILE A FORMAL COMPLAINT WITH HIS DEPARTMENT HEAD (OR HIS REPRESENTATIVE) WITHIN TWO (2) WORKING DAYS FOLLOWING THE DETERMINATION OF THE SUPERVISOR.

- (b) THE DEPARTMENT HEAD (OR HIS REPRESENTATIVE) SHALL

DAYS FROM THE RECEIPT OF THE COMPLAINT.

STEP THREE

- (a) IN THE EVENT THE GRIEVANCE HAS NOT BEEN RESOLVED AT STEP TWO, THEN WITHIN FIVE (5) WORKING DAYS FOLLOWING THE DETERMINATION OF THE DEPARTMENT HEAD, THE MATTER SHALL BE SUBMITTED TO THE ENTIRE TOWNSHIP COMMITTEE AT THE DISCRETION OF THE AGGRIEVED PARTY.
- (b) THE TOWNSHIP COMMITTEE SHALL REVIEW THE MATTER AND MAKE A DETERMINATION WITHIN TEN (10) DAYS FROM THE RECEIPT OF THE COMPLAINT.

STEP FOUR - CIVIL SERVICE

SHOULD THE AGGRIEVED EMPLOYEE BE DISSATISFIED WITH THE DECISION OF THE TOWNSHIP COMMITTEE, SUCH EMPLOYEE MAY FILE WHERE APPROPRIATE FOR A CIVIL SERVICE REVIEW OF THE CASE IN ACCORDANCE WITH THE RULES OF THE DEPARTMENT OF CIVIL SERVICE.

REPRESENTATION IN GRIEVANCE PROCEDURE

AT THE REQUEST OF THE AGGRIEVED EMPLOYEE, THE REPRESENTATIVES MAY PARTICIPATE IN THE GRIEVANCE PROCEDURE IN ITS ENTIRETY.

ARTICLE 4

SENIORITY

SENIORITY AS DEFINED IN THE CIVIL SERVICE REGULATIONS SHALL BE GIVEN DUE CONSIDERATION BY THE TOWNSHIP.

ARTICLE 5

COUNCIL REPRESENTATIVE

- (a) THE DESIGNATED ACCREDITED REPRESENTATIVE OF THE COUNCIL, WHO SHALL BE IDENTIFIED BY WRITTEN NOTICE FROM THE COUNCIL TO THE TOWNSHIP MAY ENTER THE TOWNSHIP FACILITIES OR PREMISES AT REASONABLE TIMES FOR THE PURPOSE OF OBSERVING WORKING CONDITIONS OR ASSISTING IN THE ADJUSTMENT OF GRIEVANCES. WHEN THE COUNCIL DECIDES TO HAVE ITS REPRESENTATIVE ENTER THE TOWNSHIP FACILITIES OR PREMISES IT WILL REQUEST SUCH PERMISSION FROM THE APPROPRIATE TOWNSHIP REPRESENTATIVE AND SUCH PERMISSION SHALL NOT BE REASONABLY WITHHELD, PROVIDED THAT THERE SHALL BE NO INTERFERENCE WITH THE NORMAL OPERATIONS OF THE BUSINESS OF THE TOWNSHIP GOVERNMENT OR NORMAL DUTIES OF EMPLOYEES. THERE SHALL BE NO COUNCIL BUSINESS TRANSACTED NOR MEETING HELD ON TOWNSHIP TIME.

ARTICLE 6

HOURS AND OVERTIME

- A. THE HOURS OF EMPLOYMENT AS PRESCRIBED FOR THE TITLES AND DUTIES OF SAID TITLES NOW IN EFFECT SHALL REMAIN UNCHANGED.
- B. ALL WORK PERFORMED IN EXCESS OF THE SPECIFIED HOURS IN ANY WORK WEEK SHALL BE PAID FOR AT TIME AND ONE HALF.
- C. ALL WORK PERFORMED ON LEGAL HOLIDAYS SHALL BE PAID FOR AT THE RATE OF TIME AND ONE HALF.
- D. OVERTIME SHALL BE DISTRIBUTED AS EQUALLY AS POSSIBLE WITH PERMANENT FULL TIME EMPLOYEES RECEIVING FIRST PREFERENCE.
- E. A FIFTEEN MINUTE BREAK DURING THE MORNING WORK SEGMENT AND A FIFTEEN MINUTE BREAK DURING THE AFTERNOON WORK SEGMENT SHALL BE IMPLEMENTED.

ARTICLE 6 a

WORKING CONDITIONS

PERTAINING TO

TRASH TRUCK

- A. EXCEPT FOR SPECIFIC TRIPS OR FOR SMALL INDIVIDUAL PICK UP THE TRASH TRUCK CREW SHALL NEVER CONSIST OF LESS THAN THREE MEN, THE DRIVER AND TWO MEN WORKING THE REAR.
- B. WHEN ONE MAN IS ABSENT FROM THE ABOVE MENTIONED CREW THE REPLACEMENT FOR THE ABSENT MAN SHALL BE MADE ON A ROTATING BASIS FROM THE AVAILABLE LABORERS ON DUTY.

ARTICLE 7

HOLIDAYS

- A. THE FOLLOWING SHALL BE RECOGNIZED:
  - 1. NEW YEARS DAY
  - 2. LINCOLN'S BIRTHDAY
  - 3. WASHINGTON'S BIRTHDAY
  - 4. GOOD FRIDAY
  - 5. MEMORIAL DAY
  - 6. INDEPENDENCE DAY

- |                          |                            |
|--------------------------|----------------------------|
| 7. LABOR DAY             | 11. THANKSGIVING DAY       |
| 8. COLUMBUS DAY          | 12. DAY AFTER THANKSGIVING |
| 9. VETERANS DAY          | 13. CHRISTMAS DAY          |
| 10. GENERAL ELECTION DAY |                            |

- B. IN ADDITION TO HOLIDAYS LISTED, ANY DAY DESIGNATED BY DECLARATION OF THE PRESIDENT, THE GOVERNOR, OR THE TOWNSHIP COMMITTEE SHALL BE TREATED AS A HOLIDAY.

## ARTICLE 8

### VACATIONS

- A. ANNUAL VACATION LEAVE WITH PAY SHALL BE EARNED AT THE RATE OF ONE (1) WORKING DAY OF VACATION FOR EACH MONTH OF SERVICE DURING THE REMAINDER OF THE CALENDAR YEAR FOLLOWING THE DATE OF APPOINTMENT: TWELVE (12) WORKING DAYS VACATION THEREAFTER FOR EVERY YEAR AND UP TO TEN YEARS OF SERVICE: FIFTEEN (15) WORKING DAYS VACATION AFTER THE COMPLETION OF TEN (10) YEARS AND UP TO TWENTY (20) DAYS AFTER TWENTY (20) YEARS OF SERVICE.
- B. PERMANENT PART TIME EMPLOYEES SHALL RECEIVE VACATION CREDIT ALLOWANCE ON A PROPORTIONATE BASIS.
- C. VACATION ALLOWANCE MUST BE TAKEN DURING THE CURRENT CALENDAR YEAR AT SUCH TIME AS PERMITTED OR DIRECTED BY THE APPOINTING AUTHORITY UNLESS THE APPOINTING AUTHORITY DETERMINES THAT IT CANNOT BE TAKEN BECAUSE OF THE PRESSURE OF WORK. ANY UNUSED VACATION TIME MAY BE CARRIED FORWARD INTO THE NEXT SUCCEEDING YEAR ONLY.

## ARTICLE 9

### HOSPITALIZATION AND INSURANCE

- A. THE NON-CONTRIBUTORY HOSPITALIZATION AND MEDICAL INSURANCE NOW IN EFFECT SHALL CONTINUE.

## ARTICLE 10

### SICK LEAVE

- A. SERVICE CREDIT FOR SICK LEAVE
1. ALL PERMANENT EMPLOYEES, FULL TIME, TEMPORARY, OR FULL TIME PROVISIONAL EMPLOYEES SHALL BE ENTITLED TO SICK LEAVE WITH PAY BASED ON THEIR AGGREGATE MONTHS OF

- (b) THE APPOINTING AUTHORITY MAY REQUIRE PROOF OF ILLNESS OF AN EMPLOYEE ON SICK LEAVE, WHENEVER SUCH REQUIREMENT SEEMS REASONABLE. ABUSE OF SICK LEAVE SHALL BE CAUSE FOR DISCIPLINARY ACTION.
- 2. IN CASE OF LEAVE OF ABSENCE DUE TO EXPOSURE TO CONTAGIOUS DISEASE A CERTIFICATE FROM THE DEPARTMENT OF HEALTH IS REQUIRED.
- 3. IN CASE OF DEATH IN THE IMMEDIATE FAMILY, REASONABLE PROOF SHALL BE REQUIRED.
- 4. THE TOWNSHIP COMMITTEE MAY REQUIRE AN EMPLOYEE WHO HAS BEEN ABSENT BECAUSE OF A PERSONAL ILLNESS, AS A CONDITION OF HIS RETURN TO DUTY TO BE EXAMINED AT THE EXPENSE OF THE TOWNSHIP BY A PHYSICIAN DESIGNATED BY THE TOWNSHIP. SUCH EXAMINATIONS SHALL ESTABLISH WHETHER THE EMPLOYEE IS CAPABLE OF PERFORMING HIS NORMAL DUTIES AND THAT HIS RETURN WILL NOT JEOPARDIZE THE HEALTH OF OTHER EMPLOYEES.

## ARTICLE 11

### SALARIES

- 1. THOSE EMPLOYEES IN THIS COLLECTIVE NEGOTIATING UNIT NOT NOW AT THE MAXIMUM OF THEIR PAY RANGE SHALL BE BROUGHT UP TO SAID MAXIMUM.
- 2. A 10% ACROSS THE BOARD PAY INCREASE FOR ALL EMPLOYEES IN THIS COLLECTIVE NEGOTIATING UNIT.
- 3. THE PROVISIONS OF ARTICLE 11 SHALL BE EFFECTIVE AS OF JANUARY 1, 1974.

## ARTICLE 12

### WORK RULES

THE TOWNSHIP MAY ADOPT AND POST OR OTHERWISE DISSEMINATE SUCH RULES AND REGULATIONS AS IT MAY DESIRE, PROVIDED THAT THE SAME ARE NOT CONTRARY TO THIS AGREEMENT AND FURTHER PROVIDED THAT THE COUNCIL SHALL HAVE THE RIGHT TO GRIEVE WITH REFERENCE TO THE SAME WITHIN FIVE (5) DAYS AFTER THE SAME ARE POSTED OR DISSEMINATED AND/OR A COPY SENT TO THE COUNCIL.

## ARTICLE 13

### NO-STRIKE PLEDGE

- A. THE COUNCIL COVENANTS AND AGREES THAT DURING THE LIFETIME OF THIS AGREEMENT NEITHER THE COUNCIL NOR ANY PERSON



2. 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. SICK LEAVE MAY ALSO BE USED FOR THE ATTENDANCE OF THE EMPLOYEE UPON A MEMBER OF THE IMMEDIATE FAMILY WHO IS SERIOUSLY ILL.
  3. FIVE DAY DEATH OR TRAGEDY LEAVE FOR DEATH OR TRAGEDY IN THE IMMEDIATE FAMILY: IF MORE TIME IS NEEDED IT CAN THEN BE USED FROM SICK LEAVE.
  4. SUCH SICK LEAVE SHALL NOT INCLUDE ANY EXTENDED PERIOD WHERE THE EMPLOYEE SERVES AS NURSE OR HOUSEKEEPER DURING THIS PERIOD OF ILLNESS.
- B. AMOUNT OF SICK LEAVE
1. THE MINIMUM SICK LEAVE WITH PAY SHALL ACCRUE TO ANY FULL TIME EMPLOYEE ON THE BASIS OF ONE DAY PER MONTH DURING THE REMAINDER OF THE FIRST CALENDAR YEAR OF EMPLOYMENT AFTER INITIAL APPOINTMENT AND ONE AND A QUARTER ( 1 1/4) DAYS PER MONTH IN EVERY CALENDAR YEAR THEREAFTER. PART TIME PERMENANT EMPLOYEES SHALL BE ENTITLED TO SICK LEAVE AS ESTABLISHED BY REGULATION.
- C. REPORTING OF ABSENCE ON SICK LEAVE
- (a) IF AN EMPLOYEE IS ABSENT FOR REASONS THAT ENTITLE HIM TO SICK LEAVE HIS SUPERVISOR SHALL BE NOTIFIED PROMPTLY PRIOR TO THE EMPLOYEES USUAL REPORTING TIME. FAILURE TO DO SO MAY BE CAUSE OF DENIAL OF THE USE OF SICK LEAVE FOR THAT ABSENCE AND CONSTITUTE CAUSE FOR DISCIPLINARY ACTION INCLUDING DISMISSAL.
  - (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.
  - (c) ABSENCE WITHOUT NOTICE FOR FIVE (5) CONSECUTIVE WORKING DAYS SHALL CONSTITUTE A RESIGNATION.
- D. VERIFICATION OF SICK LEAVE.
1. IF ANY EMPLOYEE WHO SHALL BE ABSENT ON SICK LEAVE FOR FIVE (5) OR MORE CONSECUTIVE WORKING DAYS SHALL BE REQUIRED TO SUBMIT ACCEPTABLE MEDICAL EVIDENCE SUBSTANTIATING THE ILLNESS TO HIS SUPERVISOR.
  - (a) AN EMPLOYEE WHO HAS BEEN ABSENT ON SICK LEAVE FOR PERIODS TOTALING TEN (10) DAYS IN ONE CALENDAR YEAR CONSISTING OF PERIODS OF LESS THEN FIVE (5) DAYS SHALL SUBMIT ACCEPTABLE MEDICAL EVIDENCE FOR ANY ADDITIONAL

THE EMPLOYEES DUTIES OF EMPLOYMENT), WORK STOPPAGE, SLOWDOWN, WALKOUT OR OTHER JOB ACTION AGAINST THE TOWNSHIP. THE COUNCIL AGREES THAT SUCH ACTION WOULD CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT.

B. IN THE EVENT OF A STRIKE, SLOWDOWN, WALKOUT OR OTHER JOB ACTION, IT IS CONVENANTED AND AGREED THAT PARTICIPATION IN ANY SUCH ACTIVITY BY ANY COUNCIL MEMBER SHALL ENTITLE THE TOWNSHIP TO INVOKE THE FOLLOWING:

SUCH ACTIVITY SHALL BE DEEMED GROUNDS FOR TERMINATION OF EMPLOYMENT OF SUCH EMPLOYEE OR EMPLOYEES, SUBJECT HOWEVER TO THE APPLICATION OF THE CIVIL SERVICE LAW.

C. THE COUNCIL WILL ACTIVELY DISCOURAGE AND WILL TAKE WHATEVER AFFIRMATIVE STEPS THAT ARE NECESSARY TO PREVENT OR TERMINATE ANY STRIKE, WORK STOPPAGE, SLOWDOWN, WALKOUT OR OTHER JOB ACTION AGAINST THE TOWNSHIP.

D. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO LIMIT OR RESTRICT THE TOWNSHIP IN ITS RIGHT TO SEEK AND OBTAIN SUCH JUDICIAL RELIEF AS IT MAY BE ENTITLED TO HAVE IN LAW OR IN EQUITY FOR INJUNCTION OR DAMAGES OR BOTH IN THE EVENT OF SUCH BREACH BY THE COUNCIL OR ITS MEMBERS.

#### ARTICLE 14

##### NON-DISCRIMINATION

A. THERE SHALL BE NO DISCRIMINATION BY THE TOWNSHIP OR THE COUNCIL AGAINST AN EMPLOYEE ON ACCOUNT OF RACE, COLOR, CREED, SEX OR NATIONAL ORIGIN.

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 COUNCIL OR BECAUSE OF ANY LAWFUL ACTIVITIES BY SUCH EMPLOYEES ON BEHALF OF THE COUNCIL.

THE COUNCIL, ITS MEMBERS AND AGENTS, SHALL NOT DISCRIMINATE AGAINST, INTERFERE WITH, RESTRAIN OR COERCE ANY EMPLOYEE COVERED BY THIS AGREEMENT WHO ARE NOT MEMBERS OF THIS COUNCIL.

#### ARTICLE 15

##### 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 JURY, OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, SUCH PROVISION SHALL BE INOPERATIVE BUT

ARTICLE 16

FULLY BARGAINED PROVISIONS

THIS AGREEMENT REPRESENTS AND INCORPORATES THE COMPLETE AND FINAL UNDERSTANDING AND SETTLEMENT BY THE PARTIES ON ALL NEGOTIABLE OR 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 OF CONTEMPLATION OF EITHER OR BOTH OF THE PARTIES AT THE TIME THEY NEGOTIATED OR SIGNED THIS AGREEMENT.

ARTICLE 17

TERM AND RENEWAL

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT AS OF ~~JANUARY 1, 1974~~ AND SHALL REMAIN IN EFFECT TO AN INCLUDING ~~DECEMBER 31, 1974~~ WITHOUT ANY REOPENING DATE. THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR TO YEAR THEREAFTER UNLESS ONE PARTY OR THE OTHER GIVES NOTICE, IN WRITING AT LEAST SIXTY DAYS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT OF A DESIRE TO CHANGE OR MODIFY OR TERMINATE THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND OFFICIAL SEALS AT

CAPE MAY COUNCIL NUMBER 19  
NEW JERSEY CIVIL SERVICE ASSOCIATION

BY: Edward R. Walker

ATTEST: George Drummond

THE TOWNSHIP OF UPPER  
CAPE MAY COUNTY, NEW JERSEY

BY: William J. Water

ATTEST: John S. [Signature]