

A G R E E M E N T

BETWEEN:

Union of ...

TOWNSHIP OF RANDOLPH

MORRIS COUNTY, NEW JERSEY

-AND-

TEAMSTERS' LOCAL 97 OF NEW JERSEY

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND WORKERS OF AMERICA

X JANUARY 1, 1986 THROUGH DECEMBER 31, 1988

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PREAMBLE

THIS AGREEMENT entered into this 26th day of November , 1985 , by and between the TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and TEAMSTERS' LOCAL 97 OF NEW JERSEY, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMENT AND HELPERS OF AMERICA, hereinafter called the "Union", represents the complete and final understanding on all the bargainable issues between the Township and the Union.

ARTICLE 1.

RECOGNITION

The Township recognizes the Union as the exclusive collective negotiations agent for the following employees of the Department of Public Works: mechanics, equipment operators, truck drivers and laborers, but excluding all professional employees and supervisors in the Public Works Department.

ARTICLE 2.

UNION RIGHTS

- A. During Collective Negotiations, authorized Union representatives, not to exceed two (2) shall be excused from their work duties when necessary, to participate in all negotiations sessions which may be mutually scheduled to take place partially during their regularly scheduled work time, and shall suffer no loss of regular pay thereby.

- B. Each respective negotiating Committee shall be empowered with authority to negotiate an Agreement, subject, however, to the approval and ratification of same by their respective constituencies.

ARTICLE 3.

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. To the executive management and administrative control of the Township 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 or assignment and to promote and transfer employee;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, 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 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 powers, rights, authority, duties and responsibilities under R. S. 40 and R. S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE 4.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon a bona fide job requirement. Union and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels.

ARTICLE 5.

WORK WEEK AND OVERTIME

A. WORK HOURS

The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal work day shall consist of eight (8) consecutive hours exclusive of a one-half hour lunch period. The normal starting time shall be 7:00 a.m. and the normal quitting time shall be 3:30 p.m. 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

1. Public Works Department employees shall be entitled to overtime pay at the rate of one and one-half times their hourly rate after eight hours in any work day or forty hours, in any week for days from Monday through Saturday. Such employees, when called out after regular hours shall receive a minimum of two hours at the rate of one and one-half times their hourly rate, except when the overtime work is contiguous to a normal work day. When overtime is contiguous to the normal work day, employee will be paid for the actual time worked in excess of eight hours at the rate of one and one-half times their hourly

rate. Overtime shall be distributed as equally as possible among all employees.

2. Employees called out on Sundays shall be entitled to overtime pay at the rate of two times their hourly rate, except for Sunday hours required for snow and ice control and removal.
3. In determining eligibility for overtime pay, time within the employee's standard weekly work schedule for which he receives pay from the Township for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay required before overtime rates are paid.

C. COFFEE BREAK

During the normal 8-hour work day, a 15 minute coffee break may be taken in the forenoon and in the afternoon, provided, however, the employee shall not return to the garage for such break.

Within the limits of work required, every attempt will be made to reasonably provide fifteen minute coffee breaks between 9:00 a.m. and 10:00 a.m. in the morning and 1:30 p.m. and 2:30 p.m. in the afternoon. Employees shall not return to the garage for said coffee breaks, but one person may be permitted to travel to purchase coffee for all men on a crew within the limits of the work schedule as approved by the Superintendent of Public Works and confirmed by the Township Engineer, if necessary.

D. SNOW REMOVAL

1. Whenever an employee is called out after regular hours for snow removal work, one-half hour of time will be provided after every four (4) hours of work or, in the event that the overtime is anticipated to be longer than four (4) hours one hour of time will be provided after every six (6) hours of work, subject to approval of the Superintendent of Public Works, based upon
(1) *SEE NOTE, PAGE 10*
snow removal needs.

When employees are required to work beyond 3:30 p.m., and in the opinion of the Superintendent, the overtime will be longer than four hours, the employee will be permitted a one-half hour break for meals between 5:00 p.m. and 6:00 p.m. as work permits. Other meal breaks will continue on a four or six hour basis after 7:30 p.m.

When an employee works up to the four or six hour limit and has not received his meal break, the Superintendent may allow the employee to go for his meal break and then directly home. An employee will be paid for the meal break.

The one hour meal break may be taken after a minimum of five and one-half (5-1/2) hours work time and within a maximum of six and one-half (6-1/2) hours work time. All breaks are subject to the approval of the Superintendent of Public Works based on existing and anticipated work requirements.

2. Rest Period - Whenever an employee is required to work twenty-eight (28) consecutive hours, the employee will be entitled to four (4) hours excused absence, with pay at the normal pay rate. The excused absence must be part of the normal work day.
3. Equipment Operator Availability - In any instance where five (5) trucks are required for snow and ice control, one (1) equipment operator shall be provided, if available, to load and mix materials.

E. DIVISION OF WORK

It is the intent of the parties that Foremen or supervisory personnel will not generally perform work customarily provided by employees covered by this Agreement. However, it is expressly understood that

this shall not apply to special or unusual circumstances including, but not limited to the following:

1. Emergencies of any type.
2. Initial call-outs for small scale snow or ice control which must be checked in advance by supervisory personnel.
3. Activities or work projects involving regular crews of men where the Foreman or other supervisor is on the site to provide both supervision and some participation in the work project, and for regular snow removal operations when the full department is on duty.

(1) Note:

The time allotted for the meal break will be started when the employee reaches the eating establishment.

ARTICLE 6.

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.
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 utilized for short periods when the presence of the employee is necessary to care for the employee's spouse or other members of the immediate family due to illness or injury. For the purposes of this section, immediate family is defined as spouse, children, or stepchildren of the employee.

B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee as follows:

1986 Fourteen (14) days per year
1987 Thirteen (13) days per year
1988 Twelve (12) days per year

Unless amended by Article 10, Section C.

2. 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.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If any 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 be cause of 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.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick leave, however, whenever such requirement appears 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 shall be required.
3. The Township 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 Township by a physician of the Township'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.

E. USE OF SICK LEAVE AND INSURANCE

1. In instances when an employee is absent due to job related or non-job related illness or injury, he/she may apply for use of sick leave on a one-to-one substitution basis for days absent.
2. When Worker's Compensation benefits are received for work related absence, the employee will be credited with accumulated sick days to an equal extent that the Worker's Compensation

benefits reimburse the Township for sick leave that has been paid.

F. BEREAVEMENT LEAVE

1. In case of death in the immediate family, an employee shall be granted up to three (3) days leave.
2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, or sister, father-in-law, mother-in-law, brother-in-law or sister-in-law, maternal and paternal grandparents.
3. Reasonable verification of the event may be required by the Township.
4. In the event of a death in the immediate family which would cause the employee to travel considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted by the Superintendent at his discretion in unusual or extraordinary circumstances.

ARTICLE 7.

HOLIDAYS

A. The following thirteen (13) days shall be holidays upon which the public offices of the employer shall be closed and on which the employees shall not be required to work except in the case of emergencies as determined by the Superintendent of Public Works or the Township Manager:

New Year's Day	Labor Day
Martin Luther King Day	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

B. Any employee required to work on a holiday shall be paid at an hourly rate of two times said employee's regular rate of pay, plus eight (8) hours holiday pay. The holiday will be considered to occur from 12:00 a.m. on the actual day of the holiday until 12:00 midnight that evening rather than the observance day.

ARTICLE 8.

EDUCATIONAL BENEFITS

- A. The Township agrees to pay one hundred percent (100%) of the cost of all tuition and books, up to a maximum of \$150 per employee per year, for the employee enrolled in an approved training course or institutions of higher education.

In order to qualify for reimbursement, the program course must be job related and approved by the Township Engineer and/or the Township Manager. The employee must submit a course outline and curriculum outline for future courses to be considered for enrollment.

Payment will be made upon submission of evidence of successful completion of approved courses with a minimum grade of "C", if formal grades are issued.

Any payment received from any tuition grant directly to the employee or from any other source shall be credited against the tuition reimbursement and the amount paid by the Township will be decreased accordingly. To qualify for the reimbursement provided herein, a voucher must be submitted on the form and in the manner prescribed for payment of all vouchers to which there must be attached the following where applicable:

- a. A certificate from the institution giving the title of the approved course indicating successful compliance and completion of the approved course, and

- b. A receipt bearing the name of the institution showing payment has been made together with a certification by the employee indicating that no reimbursement of the tuition costs has been received, or indicating the extent of any reimbursement, and
- c. A receipted voucher for the cost of books purchased and required in connection with the approved course.

ARTICLE 9.

VACATIONS

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

<u>Years of Service Completed</u>	<u>Vacation to be Received</u>
After 1st year through 6th year	2 Weeks
January 1st after 6th year of service	3 Weeks
January 1st after 14th year of service	4 Weeks
January 1st after 19th year of service	1 Day for Each Additional Year Served Over 19 Years

- B. All vacation days must be taken during the calendar year at such time as permitted by the Superintendent of Public Works and Township Manager, unless it is determined that vacation may not be taken due to pressure of work. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be used.

ARTICLE 10.

INSURANCE

- A. The employer shall provide for each full-time employee and his or her dependents the following health insurance:
1. New Jersey Blue Cross (hospital service) and New Jersey Blue Shield (medical-surgical) including Rider J.
 2. Major Medical Insurance (part of New Jersey Health Benefits Program).
 3. Group Life Insurance (part of Public Employee's Retirement System).
 4. Long-term Disability Insurance.
- B. The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.
- C. The Township will provide for each full-time employee a contribution toward a dental program of up to \$200.00 per year in 1986, up to \$225 per year in 1987, and up to \$250 per year in 1988. The Township contribution is to be used only toward the premium for the program and any additional cost or supplemental benefits will be paid by the employee.

The dental program will be selected by a majority of all Township employees from the list presented by the Township. In the event that the majority of the employees of the Public Works Department elect not to participate in the dental plan selected, this section will revert to the plan in the 1984-86 Contract and the sick leave provision reverts to fifteen (15) days per year.

ARTICLE 11.

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' moral. 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 Township.

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 three (3) 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 three (3) 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 three (3) working days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall give his answer within three (3) working 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 three (3) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal, a meeting shall be scheduled to discuss the grievance within ten (10) days of receipt of the appeal unless extended by mutual agreement. The decision of the Governing Body shall be made not later than five (5) working days after the Step Three meeting.

STEP FOUR: Arbitration:

- (a) In the event the grievance has not been resolved at Step Three, the Union may within five (5) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.
 - (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 costs of the services of the arbitrator shall be borne equally between the Township and the Union. 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 within thirty (30) days at the conclusion of the arbitration hearing unless agreed to otherwise by the parties. 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 12.

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

ARTICLE 13.

DISCHARGE AND DISCIPLINE

- A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause.
- B. The employer shall notify the Union at the time disciplinary action is taken.
- C. Employees shall have the right to claim that suspension or discharge was unjustly imposed by submitting such claim to the Township Manager in writing within three (3) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.

ARTICLE 14.

SALARIES

Salary increments for the years 1986 through 1988 shall be determined as follows:

Minimum pay rates for all classifications will be increased to the following:

		<u>1986</u>	<u>1987</u>	<u>1988</u>
Operators	Start	9.15	9.90	10.70
Mechanics	Start	10.00	10.75	11.55
Truck Drivers	Start	8.65	9.40	10.20
Laborers	Start	8.15	8.90	9.70

- (a) 1986 - All employees will receive a \$0.65 per hour increase plus 0% to 4% merit increase.
- (b) 1987 - All employees will receive a \$0.75 per hour increase plus 0% to 4% merit increase.
- (c) 1988 - All employees will receive a \$0.80 per hour increase plus 0% to 4% merit increase.

All increases will be effective January 1st and the merit increase will be based on the previous year's base salary without longevity and will be established as shown in Section D below.

- B. Any employee specifically designated to be in charge of other employees on any project shall receive extra compensation at the rate of \$0.50 per hour for the period said employee directs and supervises said project. For the purpose of this contract, a project shall mean extensive

road maintenance, road construction and other similar major jobs as designated from time to time by the Superintendent of Public Works.

C. 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 ten (10) days as needed by the Department of Public Works as training without extra pay. At the time when this training period is completed, which will depend upon needs 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 one (1) full week before payment at the higher classification is provided. Such higher rate will begin on the sixth 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.

D. It is agreed that a Merit Review Board will be established consisting of the Superintendent of Public Works and the three Road Foremen. The Review Board shall review job performance evaluations for each employee

prepared initially by the Superintendent of Public Works. The full Review Board shall make a recommendation in writing to the Township Engineer for merit increases as provided hereinbefore. The Engineer shall review said recommendation and present his recommendations to the Township Manager. The Township Manager shall review the recommendations made and make the determination of merit increments to be provided. The recommendation of the Review Board shall not be binding on the Township Engineer or the Township Manager. However, if the recommendation of the Review Board is not finally implemented, the reasons for the action taken will be stated in writing and the employee shall have the opportunity to state to the Engineer and the Township Manager, his opinion as to what is considered a fair merit increase, after which a final recommendation will be made by the Review Board and a final determination will be made by the Township Manager.

ARTICLE 15.

LONGEVITY

- A. A longevity program based upon the employee's length of continuous and uninterrupted service with the Township shall be provided on the following basis:
1. January 1st after Fifth Year of Service 2% of base pay
 2. January 1st after Tenth Year of Service 4% of base pay
 3. January 1st after Fifteenth Year of Service 6% of base pay
 4. January 1st after Twentieth Year of Service 8% of base pay
 5. January 1st after Twenty-Fifth Year of Service 10% of base pay
- B. Longevity shall be computed on base pay, and shall date from the employees original date of hire so that the anniversary date of the employee shall be operative in determining what, if any, longevity payment is to be made on the succeeding January 1st.
- C. Payments shall be made in bi-weekly installments.

ARTICLE 16.

UNIFORMS

- A. The Township will provide each employee with uniforms for use during working hours. The term "uniform" shall include shirt, trousers, jacket, work shoes and rain gear. The issue of various items will be on an as-needed basis with ultimate responsibility for determination as to need resting with the Superintendent of Public Works.
- B. In addition, the Township will provide a washing machine and clothes dryer for the use of employees in maintaining their uniforms. The Township will also provide for bulk purchase of soap and other necessary items for the use of this equipment.
- C. Each employee may, at his or her option, accept the shoes provided by the Township or elect to purchase his or her own shoes from another supplier. The Township will reimburse each employee for work shoes upon presentation of a paid receipt. The reimbursement shall be limited to the amount paid by the Township to the successful bidder for the respective type of shoe. The shoes shall be limited to one (1) pair of insulated shoes and one (1) pair of uninsulated shoes per employee. No employee will be permitted to work without proper safety shoes.

ARTICLE 17.

LEAVE OF ABSENCE

AND

JURY DUTY OR MILITARY RESERVE

- A. A permanent employee may be granted a leave of absence without pay for a period not to exceed six (6) months for illness or disability with certificate from a doctor. An employee's request for a personal leave not connected to illness or disability may be granted with the consent of the Township Manager.

JURY DUTY OR MILITARY RESERVE

- A. Any permanent employee who is required to serve on jury duty or in Military Reserve will be entitled to his normal salary for the length of time he serves, under the condition that any compensation received from either will be reimbursed to the Township.

ARTICLE 18.

BULLETIN BOARD AND SUGGESTION BOX

- A. The Township shall provide a bulletin board and suggestion box for the purpose of posting Union notices of meetings, elections, appointments to Union positions, recreational and social events, and such other notices of official Union business and Township notices. All such notices shall be approved and initialed by the Department Head prior to posting.

ARTICLE 19.

CHECK-OFF OF DUES

- A. Upon receipt by the Township of a voluntary written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Township 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 Township thereafter will deduct from the first pay each month of each of such member, during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, his periodic Union dues (and initiation fee if a new member). The Township shall promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union of its office address, 853 Mount Prospect Avenue, Newark, New Jersey 07104, provided the Union shall previously have notified the Township of the amount of dues and initiation fee to be deducted and shall have furnished the Township 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 Township against any and all claims, demands, suits, or other forms of liability by reason of action taken by the Township in reliance upon signed authorization cards furnished to the Township by the Union and in compliance with

the provisions of this Article.

- C. The Township may suspend or terminate the deduction of dues provisions of this contract where prompt and corrective action is not taken after notice by the Township to the business agent of the Union in the event of a violation of the foregoing provisions of Article 12 above, relative to strikes or work stoppages.

ARTICLE 20.

UNION STEWARDS

- A. The Union shall notify the Township of the employee it designates to act as the Union Steward for the purpose of investigation and representation of grievances in accordance with the provisions of this Agreement. Reasonable amounts of time shall be granted as approved by the Township Manager, during regularly scheduled working hours for such activities without loss of regular pay.

ARTICLE 21.

TRAVELING AND MEAL EXPENSE

- A. Employees shall be entitled to twenty (20) cents per mile for traveling expenses when using their personal vehicles in the performance of Township duties.

- B. Employees may receive up to \$7.50 per dinner meal and \$3.50 per breakfast when required to work during emergency call-outs only. Amounts provided for meals shall be subject to approval of the Superintendent of Public Works as to the reasonableness of the cost for the type of meal purchased. Scheduled overtime such as Saturday work which is planned in advance will not qualify for meal expense.

ARTICLE 22.

USE OF EMPLOYEES EQUIPMENT

- A. Employees shall be entitled to payment for use of personal equipment in the performance of Township duties provided specific prior agreement as to reasonable compensation has been reached with the Superintendent of Public Works and the Manager.

ARTICLE 23.

SENIORITY AND JOB PERFORMANCE

- A. All job openings shall be posted for bid for a period of one (1) week.
- B. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in cases of transfer, promotions, assignment of schedules, layoffs, and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.
- C. An employee shall be deemed as probationary following his regular appointment to a permanent position for a trial period of three (3) months. An employee may be dismissed without recourse during the probationary period for reasons relating to the employees qualifications.
- D. The seniority of an employee is defined as the length of service as a Township Employee dating back to his first date of hire and by his job classification.
- E. In the event of layoffs and rehiring, the last person laid off in any job classification, shall be rehired to any new position available, provided said employee is able to do the available work in a qualified and satisfactory manner.

- F. When promotions to a higher labor grade or transfers to another grade are in order, the Township shall make such promotions or transfers from among its regular employees if qualified employees are presently employed. Consideration for such promotions or transfers shall be based on seniority and ability to perform the work and if an employee so promoted or transferred is not deemed qualified after a sixty (60) day trial period, the Township may remove him and retransfer him to his former position.
- G. The Township shall prepare and forward to the Union a seniority list of employees by department and classification. Seniority list shall be updated when necessary and shall be posted on the Union Bulletin Board showing the employee's name, classifications, and seniority date.

ARTICLE 24.

MAINTAINING RECORDS

- A. Records of sick leave, vacation time and overtime shall be maintained by the Department Head and Township Manager and the Union Steward. The Steward shall be notified when an employee is out on sick leave and vacation, and the duration of same. Both sick time and vacation time shall be posted on the bulletin board each quarter by the Department Head.

ARTICLE 25.

NOTIFICATION OF CALL OUT

- A. No employee shall be called out after regular working hours without notification of the Supervisor or Foreman and Union Steward, if disagreements occur as to employees called for overtime work.

ARTICLE 26.

SEPARABILITY AND SAVINGS

- A. The Township and the Union recognize the applicability of the budgetary limitations enacted by the State of New Jersey with reference to Municipal budget "caps" and agree to abide fully by such provisions and other applicable present or future legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1986 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 27.

FULLY BARGAINED PROVISIONS

- A. The Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 of the parties at the time they negotiated or signed this Agreement.

ARTICLE 28.

TERM OF AGREEMENT

A. This Agreement shall take effect from January 1, 1986, and shall remain in full force and effect through December 31, 1988, and thereafter from year to year unless either party shall give notice in writing no sooner than one-hundred fifty (150) nor later than one-hundred twenty (120) 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 97 OF NEW JERSEY
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMENT
AND WORKERS OF AMERICA

By:

Arnold Ross

President

Witness:

Thomas A. Donohue
Secretary-Treasurer

TOWNSHIP OF RANDOLPH
MORRIS COUNTY, NEW JERSEY

By:

George J. Szczelowski
George J. Szczelowski, Mayor

Witness:

Doris M. Ryan
Doris M. Ryan, Township Clerk

Andrew L. Trause
Prof.
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