AGREEMENT

BETWEEN

HAZLET TOWNSHIP

AND

BLUE COLLAR EMPLOYEES

OF

HAZLET TOWNSHIP

January 1, 1995 - December 31, 1997

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THIS AGREEMENT, made and entered into on this day of

, 1995 by and between HAZLET TOWNSHIP, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the TOWNSHIP), and Blue Collar Employees of Hazlet Township (hereinafter referred to as the EMPLOYEES), and is designed to maintain and promote a harmonious relationship between the Township and its regular blue collar employees who are covered by this Agreement.

The term "employee" shall be interpreted to include both male and female employees, and when the masculine gender is used in reference to employees, it shall be interpreted to be applicable to both male and female employees.

The term "Department of Personnel" is the name of that which was previously known as "Department of Civil Service."

WITNESSETH:

WHEREAS, the parties hereto have negotiated hours of work, wages and working conditions relative to the regular blue collar employees of the Township; therefore, in consideration of the mutual covenants exchanged by and between the Employees and the Township, the parties agree as follows:

ARTICLE I

Recognition.

The Township recognizes the Employees' representatives as the agents in matters pertaining to wages, hours of work and other conditions of employment for all regular blue collar

employees employed by the Township. Excluded are all professional employees, supervisors, craft, clerical and confidential employees, police, fire fighters, and managerial executives within the meaning of the New Jersey Employer-Employee Relations Act and all other employees.

ARTICLE II

Purpose and Intent.

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Township and the regular blue collar employees.

Section 2. The parties recognize that the interests of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the community.

Section 3. To these ends the Township and the Employees encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE III

Probationary Period.

The probationary period shall conform to the Rules and/or Regulations of the Department of Personnel.

ARTICLE IV

Hours of Work and Overtime.

Section 1. The normal work week for employees assigned to

the Department of Public Works shall consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, from Monday through Friday, with the exception of employees who are to work Saturdays for recycling purposes. The normal work day of employees assigned to the Department of Public Works shall commence at seven (7) A.M and terminate at three-thirty (3:30) P.M. and this includes a thirty (30) minute unpaid lunch period. The Township may schedule different work hours for employees who perform pre-shift maintenance and/or checks. Employees will be paid straight-time for the first forty (40) hours of their work week, regardless of the days constituting the work week. The parties also recognize that in case of any emergency or snow storm, the Township has the right to modify the work schedules of any or all employees covered by this Agreement.

Section 2. Any work performed beyond forty (40) hours in any work week shall be considered overtime, compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

Section 3. Employees shall be paid at the rate of one and one-half (1-1/2) times for work performed on the sixth or seventh day worked in the work week.

Section 4. The Township shall notify employees, whose normal work week is Monday through Friday, of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, snow removal and ice control.

Section 5. Overtime shall be distributed as equally as

practical among the employees within the department qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

Section 6. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate that is applicable. Parks & Recreation personnel called in to open and close picnic area gate shall be entitled to two (2) hours overtime.

Section 7. In case of any emergency, including snow removal, the Township will call and/or utilite any employees as drivers in accordance with past practice in order to provide proper coverage of the emergency situation.

ARTICLE V

Force Reduction.

Any force reduction will be in accordance with the Rules and/or Regulations of the Department of Personnel.

ARTICLE VI

Job Vacancies, New Jobs Created or Promotions.

Job vacancies, new jobs created or promotions shall conform to the Rules and/or regulations of the Department of Personnel.

ARTICLE VII

Non-Discrimination.

It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, age or sex.

ARTICLE VIII

Holidays.

Section 1. For the term of this Agreement, the Township shall provide all of the blue collar employees the following holidays, with full pay, at the employee's regular straight time rate of pay, though no work is performed on such days:

New Years Day Martin Luther King Day Lincoln's Birthday President's Day(Washington's Birth) Veteran's Day Good Friday Memorial Day Primary Election Day Independence Day

Labor Day Columbus Day General Election Day Thanksgiving Day Day after Thanksgiving Christmas

Section 2. In order to be entitled to holiday pay, an employee must work his regular scheduled hours on both the last business day before the holiday and the first business day following the holiday. Notwithstanding, if an employee is out of work because of a valid work-related injury, he shall be entitled to holiday pay.

Section 3. Employees who work on any of the above holidays shall be paid for such work at one and one-half (1-1/2) times the employee's regular rate.

Section 4. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township.

Section 5. If one or more holidays falls within the vacation period of an employee, the employee shall receive an additional day of vacation in lieu of the holiday.

ARTICLE IX

Vacations.

Section 1. Vacation Eligibility. All full-time employees with the required seniority shall earn vacation leave with pay in accordance with the following schedule, it being understood that each such employee has an anniversary date of January 1.

Seniority Required	Vacation Leave		
Up to December 31 of the year hire	l day per full month		
After 1 year of employment, com- mencing with the date of hire	12 days per yea r		
After 5 years of employment, com- mencing with the date of hire	15 days per year		
After 10 years of employment, com- mencing with the date of hire	18 days per year		
After 15 years of employment, com- mencing with the date of hire	20 days per year		
After 20 years of employment, com- mencing with the date of hire and up to 25 years of employment	l day for each year of service with maximum of 25 days per year		

Section 2. Vacation Schedule. Seniority will be the controlling factor in scheduling vacations, except that requests

for vacations during June, July and August must be made on or before May 1, if seniority is to be considered. Any vacation requests submitted after June 1st shall be approved at the discretion of the supervisior. The Township has the right to determine the number of employees who may take vacations at any one time. No employee shall utilize more than two (2) weeks vacation at any one time without approval of his department head. If agreement cannot be reached, the matter shall be referred for action by the department head to the governing body of the Township.

Due to extreme circumstances any employee covered by this Agreement may carry over into the following year not more than five (5) days vacation, which shall be scheduled and utilized prior to April 1 of the year to which such day or days are carried over. Failure to utilize any or all of any carry-over vacation will result in the loss of such day or days.

ARTICLE X

Grievance Procedure.

Section 1. Definition of Grievance. A grievance is a complaint by an employee, Blue Collar Employees as an organized recognized group or the Township concerning the application or interpretation of this Agreement.

<u>Section 2. Grievance Procedure</u>. All grievances shall be handled in the following manner:

a. <u>Step 1</u>. An employee with a complaint shall notify his immediate supervisor within three (3) working days after the occurrence of the events giving rise to the complaint. The

complaint shall be discussed informally by the employee and his immediate supervisor. Every effort shall be made to satisfactorily settle the complaint in this manner. The immediate supervisor shall give his disposition, subject to his designated representative, within five (5) working days.

b. Step 2. If the complaint is not satisfactorily settled by the verbal procedure, it shall be reduced to a written grievance, signed by the employee and a representative of the Employees, and presented by the Employees to the Administrator of the Township or his designated representative within five (5) working days after receipt of the immediate supervisor's answer in the verbal procedure. Within ten (10) working days after receipt of the employee's written grievance, the Administrator of the Township or his designated representative shall meet with a representative of the Employees to discuss the grievance. The Township shall respond to the written grievance and return it to the representative of the Employees within ten (10) days following said meeting. If the grievance is not satisfactorily resolved, it may be submitted to the Township Committee for final determination.

Section 3. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the employee or representative of the Employees, the grievance shall be considered settled in accordance with the Township's last

disposition. If the time procedure is not followed by the Township, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 4. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

ARTICLE XI

Leaves of Absence.

Every employee subject to this Agreement may be granted a leave of absence according to the applicable Rules and/or Regulations of the Department of Personnel.

ARTICLE XII

Sick Leave.

Section 1. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to the applicable Rules and/or Regulations of the Department of Personnel. During the month of January 1996 an employee may sell back at his/her previous years rate, any number of days he/she may choose to, in excess of thirty (30) days, totalling not more than four hundred (\$400.00) dollars. The number of an employee's sick days for the purpose of the sell back option is determined as of the end of December of the previous year.

During the month of January 1997 an employee may sell back at his/her previous years rate, any number of days he/she may choose to, in excess of thirty (30) days totalling not more than two hundred (\$200.00) dollars. The number of an employee's sick days for the purpose of the sell back option is determined as of the end of December of the previous year.

As of January 1998 the sick buy back option shall be deleted.

Section 3. Upon retirement, each employee who has been employed by Hazlet Township (a) for not less than twenty-five (25) years or (b) for not less than ten (10) years so long as he is at least sixty (60) years of age, is entitled to the payment of sixty percent (60%) of his accumulated sick time at his current pay rate up to a maximum of six thousand (\$6,000.00) dollars for 1995; sixty (60%) percent of his accumulated sick time at his current rate up to a maximum of six thousand, five hundred (\$6,500.00 dollars for 1996; and 75% of his accumulated sick time at his current rate up to a maximum of ten thousand (\$10,000.00) dollars for 1997.

ARTICLE XIII

Funeral Leave.

Section 1. When a full-time employee loses time from work because of the death of his spouse, father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, child,

foster child, sister or brother, stepchild or any other relative of the employee residing in the employee's household, the employee will be paid by the Township his regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day for each day so lost from work, up to a maximum of three (3) days. No payment shall be granted where the employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on false statements shall subject the offending employee to immediate disciplinary action. All bereavement leave must be taken within fourteen (14) days of the associated demise.

Section 2. When a full-time employee loses time from work because of the death of his or her aunt or uncle, brother-in-law, or sister-in-law the employee will be paid by the Township his regular straight time rate of pay multiplied by the average number of hours in the employee's normal straight time work day, for not more than one (1) day so lost from work, during the period commencing with the day of the relative's death and ending with the day of the funeral or memorial service. It is understood that such payment will be made only when the employee is scheduled for work and would have worked except for the death of such relative and that in no event will payment be made for any day within the employee's vacation period; and that the maximum benefit allowance in any case will be one (1) day's pay. No payment shall be granted where the

employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on false statements shall subject the offending employee to immediate disciplinary action.

ARTICLE XIV

Jury Duty.

Employees performing jury duty shall receive their base wages (excluding any overtime, holiday pay, etc.) which they would have earned on the particular days involved, where such jury service falls on their regular scheduled work days, in addition to the amount received for the jury service. Employees called for jury duty must notify their foreman or other superior at least one week prior to the date they are to report for jury duty and must furnish a copy of the summons.

ARTICLE XV

Court Appearance.

If an employee is subpoensed to appear in court during working hours as a party to a claim involving Township business, he shall receive time off with pay to attend the court. The employee is to notify, and furnish a copy of the subpoens to his supervisor, upon receipt thereof.

ARTICLE XVI

Safety, Health and Uniforms

Section 1. The Township will comply with the health and safety provisions of both the Department of Health and the

Department of Labor of the State of New Jersey and also the health and safety provisions of the Hazlet Township Health Department and the Monmouth Municipal Joint Insurance Fund.

Section 2. The Township has the option to either purchase uniforms and distribute same to the employees, in which event the employees have the obligation to maintain said uniforms, or the Township may continue to provide the employees with the following at no cost to them:

- (a) Five (5) summer uniforms for each employee.
- (b) Five (5) winter uniforms for each employee.
- (c) Two (2) medium weight winter coats for each employee as per Township's specifications (SUR coats) or one (1) heavy duty coat (orange winter coat).
- (d) Five (5) orange tee shirts to be worn during the summer months for safety purposes, except those employees assigned to the mechanic's garage, who may have dark blue or black, provided they also keep in their possession at all times two (2) orange shirts.
- (e) Protective clothing consisting of rain gear, boots, gloves, orange safety vests and back support belts.
- (f) Two (2) pairs of safety work shoes at eighty (\$80.00) dollars for 1995; eighty (\$80.00) dollars per pair for 1996; and eighty (\$80.00) dollars per pair for 1997.

Section 3. Certain employees are required to wear safety shoes. The employee is authorized to purchase said safety shoes and charge same to the Township utilizing the prescribed requisition and purchase order system. Should an employee submit satisfactory documentation that he cannot wear safety (steel tip) shoes, said employee may substitute work shoes for safety (steel tip) shoes.

ARTICLE XVII

Hospitalization, Medical, Dental and Life Insurance

Section 1. Effective January 1, 1992, the Township shall provide coverage for full-time employees and their eligible dependents, subject to a five (\$5.00) dollar per week payroll contribution effective August 1, 1995.

Section 2. The Township will provide a dental insurance plan which provides coverage for all eligible employees and eligible dependents; said plan will provide for a minimum of seventy-five percent (75%) of the cost of UCR (usual, customary and reasonable) services provided. Should the dental program carrier make available additional preventative and diagnostic coverage payment for an additional premium, the employee will have the option to have said coverage and the Township will deduct the premium for said coverage from the employees salary on a monthly basis and forward same to the dental insurance carrier.

Section 3. A prescription drug program will be provided for all eligible covered employees and eligible covered dependents subject to an unlimited three (\$3.00) dollar co-pay requirement for each covered prescription.

Section 4. The Township reserves the right to provide reasonably equal coverage through different carriers or plans for any and all of the various health benefit coverages provided by the Township.

Section 5. Effective January 1, 1997 an employee will be entitled to health benefits upon retirement for the employee only at the coverage rate upon retirement per state statute.

25 years of service for Hazlet Township with an age of 55 years.

or

15 years of service for Hazlet Township with an age of 62 years.

At age 65, Medicare becomes primary carrier, Township will pay supplemental rate.

Any increase in premium coverage after retirement shall be borne solely by the retiree. Retiree may provide coverage for spouse at prevailing rate, at his or her own cost, by reimbursing the Township on a monthly basis.

ARTICLE XVIII

Military Leave.

Any permanent employee who enters active service of the Armed Forces of the United States or in the United States

National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal law and/or Rules and/or Regulations of the Department of Personnel, and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.

ARTICLE XIX

Seniority.

Section 1. Seniority is defined as the total length of service of an employee with the Township commencing with his most recent date of hire.

Section 2. Subject to the Rules and/or Regulations of the Department of Personnel, and whenever possible and practicable, employees with the greatest seniority will be given preference in temporary promotions, layoffs, recalls, shift assignments and vacation schedules.

Section 3. All regular appointments to positions in the competitive, non-competitive and labor divisions of the classified service shall be subject to a working test period of three (3) months in accordance with the provisions of the applicable Rules and/or Regulations of the Department of Personnel.

ARTICLE XX

Management Prerogative.

Except as specifically modified, delegated or granted in this Agreement, all rights and powers the Township had, whether or not exercised, prior to the execution of this Agreement, shall be retained by the Township and remain exclusively in the discretion of the Township. Included in such rights, but not limited thereto, is the Township's right to manage and operate its facility; to contract or sub-contract work and/or services, to direct the activities of the working force and to determine

its size; to add, change or terminate departments or working shifts; to hire, transfer, promote and lay off employees; to discipline and discharge members of the working force for just cause or reason; to introduce new methods of operation and administration; to determine, establish or modify job standards; to automate any and all of its facilities or equipment; to introduce and change machinery, equipment and technical apparatus; to discontinue or start any operation, department or service which it deems desirable and to determine the method and equipment to be used for rendering all necessary services or otherwise operating its facility.

ARTICLE XXI.

Rest Breaks.

All employees shall receive one (1) fifteen (15) minutes rest break during the morning of their normal work day without loss of pay. The break time shall be at the discretion of the Township as near the middle of the morning as may be determined by the Township.

ARTICLE XXII

Classifications.

The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing.

ARTICLE XXIII

Wages.

The wages for all employees in all job classifications covered by this Agreement shall be as set forth in the Salary

Ordinances of the Township of Hazlet, and as further described by name and annual salary as set forth in the appropriate resolutions to be duly adopted.

Effective January 1, 1995 all employees shall received an increase of four (4%) percent above their 1994 base salaries.

Effective January 1, 1996 all employees shall receive an increase of four (4%) percent above their 1995 base salaries.

Effective January 1, 1997 all employees shall receive an increase of four and one-half (4.5%) percent above their 1996 base salaries.

ARTICLE XXIV

Longevity.

Section 1. Effective January 1, 1995 each employee shall receive annual longevity pay as follows:

Completion of five (5) consecutive years of service \$ 650.00 Completion of ten (10) consecutive years of service \$1,000.00 Completion of fifteen (15) consecutive years of service \$1,350.00 Completion of twenty (20) consecutive years of service \$1,650.00

Effective January 1, 1996

Completion of five (5) consecutive years of service \$ 675.00 Completion of ten (10) consecutive years of service \$1,025.00 Completion of fifteen (15) consecutive years of service \$1,375.00 Completion of twenty (20) consecutive years of service \$1,675.00

Effective January 1, 1997

Completion of five (5) consecutive years of service \$ 700.00 Completion of ten (10) consecutive years of service \$1,050.00 Completion of fifteen (15) consecutive years of service \$1,400.00 Completion of twenty (20) consecutive years of service \$1,700.00

<u>Section 2.</u> Payment of the longevity benefit will be made about the first week in the month of December.

Section 3. Longevity will be paid pro rata as follows: the event an employee is absent from duty for any reason, except for a valid work-related injury, for a period in excess of a total of three (3) months in a calendar year, exclusive of holidays, personal days, vacation time, and up to fifteen (15) days sick time, said employee shall forfeit and or return to the Township a pro-rated portion of the allowance under this Article. Notwithstanding, in case of retirement, if an employee retires on or before the fifteenth (15th) day of a month, he will not receive longevity pay for any days of that month. If an employee retires after the fifteenth (15th) day of a month, he will be paid longevity pro rata until the end of that month. event, if an employee has been employed by the Township for the than twenty (20) years at the time of retirement, he shall receive longevity pay through the end of the quarter following his retirement.

ARTICLE XXV

Job Related Injury.

Any employee who is injured while acting in the performance of his employment shall receive full pay less the workers' compensation temporary disability payments to which he is entitled during the period of his absence from employment for up to fifty-two (52) weeks for each injury. This is provided that either the Township Physician and/or a physician designated by the Township's insurance carrier determines that said work related injury is a valid injury and that as a result of this injury warrants the appropriate time off. Such payment shall begin on the date of his injury or on the first day he is unable to work because of said injury, whichever is later, without having such absence charged against his sick leave or vacation leave. This provision shall apply to the obvious job related injury.

If a claimed injury is questionable or disputed, i.e., it is suspected of having occurred at a time when the employee was not at work, or where the lost time results from a heart attack, stroke, mental condition, etc. which is claimed to be job related, the claim will first be reviewed by a screening committee to determine its validity. The screening committee shall be composed of the following persons:

A. The Superintendent or Assistant Superintendent or Foreman of the Public Works Department.

- B. The delegate appointed by the Blue Collar Employees.
- C. The Township Municipal Administrator.

The screening committee shall, within three (3) calendar days of being noticed of a questionable or disputed injury, meet and make recommendation to the Township Committee whether to commence or to deny the weekly pay to the employee. This recommendation may be made by a majority vote of the screening committee. If circumstances make it impossible for all three (3) members to convene within the stated time, then the remaining two (2) members shall meet and recommend by a unanimous vote. The Township Committee may accept or reject the recommendation of the screening committee and shall be entitled to rely on the decision of its workers' compensation carrier as to whether the employee's injuries are job related.

At any time that the workers' compensation carrier or the Worker's Compensation Division determines the injury is work-related and commences the payment of temporary disability payments, the Township will likewise pay the full weekly pay for the period covered by said payments (up to the maximum of fifty-two (52) weeks) less the amount of the workers' compensation temporary disability payments.

In any instance where the Township's carrier denies work relationship, this provision will become operative only after a decision by the Division of Workers' Compensation that the employee's injury was sustained in the performance of his

employment. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by him and shall later be credited with any time so used by relinquishment of any payments later received for the same period.

In the event workers' compensation payments have commenced and are subsequently discontinued by the worker's compensation insurance company, the Township Committee, prior to discontinuing its payments, will serve written notice on the employee of its intended action in sufficient time to allow the employee to meet and discuss the reversal with the Township Committee before the proposed action is taken.

In the event that a claim is found not to be job related, it is understood that the employee has the option to use any or all of his accumulated sick leave and vacation leave before receiving any other disability payments available to him.

The Township has the right to receive reimbursement from the employee for any monies expended by it as the result of any fraudulent or misleading claim by taking away any or all sick or vacation leave accumulated by the employee up to the amount owed. Such intention of proposed action must be served on the employee in writing in sufficient time to allow a meeting with the Township Committee to discuss the action before it is taken.

ARTICLE XXVI

Disability Plan.

All employees covered by this Agreement will be covered by

the New Jersey State Temporary Disability Plan or an equivalent private disability plan. A copy of this plan is to be provided to each employee. It is understood that this plan or a plan with equivalent benefits shall require the employee to make a contribution equal to the New Jersey State Plan.

ARTICLE XXVII

Miscellaneous Provisions.

<u>Section 1</u>. No employee shall make or be requested to make any agreement, or to enter into any understanding, inconsistent or conflicting with the terms of this Agreement.

Section 2. Employees shall not be charged money for loss or damage of or to the Township's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Township unless reasonable determination is made that the loss or damage was the result of negligence on the part of the employee. A system of marking to identify all Township owned tools used in the mechanics work shop shall be developed and utilized. Should a mechanic offer the use of his personal tools, which the Township does not have and it is broken while being used by the mechanic for the Township, it will be replaced at Township expense.

ARTICLE XXVIII

Personal Days.

Each employee shall receive three (3) personal days per year. Personal days shall not be carried over from year to year and

must be used during the year acquired.

ARTICLE XXIX

Waiver.

Except by mutual agreement, the parties agree not to seek, during the term of the Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

ARTICLE XXX

Duration.

This Agreement shall become effective on the first day of January 1995 and shall continue in full force and effect and expire on the 31st day of December 1997. If either party desires to amend and/or terminate this Agreement, it shall, at least sixty (60) days prior to the above termination date, give the other party written notice. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

IN WITNESS WHEREOF, the parties have hereunto, by their duly authorized representatives, executed this Agreement the day and year above written.

ATTEST:

Tourship Chark

ATTEST:

HAZLET TOWNSHIP

BY:______

MAYOR OF HAZLET TOWNSHIP

BLUE COLLAR BARGAINING UNIT

BY:

4: 1 200 619

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