

3-0362

Contract no. 241

20-06

AGREEMENT

between

THE BOROUGH OF GARWOOD

and

LOCAL NO. 11, affiliated with  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA

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January 1, 1990 through January 1, 1993

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THIS AGREEMENT made and entered into as of the 1st day of January, 1990, between the BOROUGH OF GARWOOD, a municipal corporation of the State of New Jersey, hereinafter referred to as the "BOROUGH" or "EMPLOYER", and LOCAL 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, located at 50 Essex Street, Rochelle Park, New Jersey, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents the Borough of Garwood Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees; and

WHEREAS, the Borough, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Borough of Garwood Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees of the Borough of Garwood, New Jersey.

NOW, THEREFORE, it is mutually agreed between the parties hereto that the following agreement shall become effective.

ARTICLE 1. RECOGNITION

Section 1. The Borough hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Borough of Garwood Department of Public Works, excluding supervisory, office, clerical and seasonal employees of the Borough in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

Section 2. (a) The bargaining unit shall consist of all Borough of Garwood Department of Public Works employees, excluding supervisory, office, clerical and seasonal employees of the Borough of Garwood, New Jersey.

Section 2(b). Seasonal employees shall be defined as individuals hired for a specific period of time not to exceed one hundred and twenty (120) days in a calendar year.

Section 3. Wherever used herein the term "Employees" shall mean and be construed only as referring to the Borough of Garwood Department of Public Works employees covered by this agreement.

ARTICLE 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States of America, including but without limiting the generality of the foregoing, the following rights:

(a) To the management and administrative control of the operation of the Department of Public Works and its properties and facilities and the activities of its employees;

(b) To hire all employees and to determine their qualifications and conditions for continued employment or assignment; and to promote and transfer employees;

(c) To suspend, demote, discharge or take other disciplinary action for good and just cause;

(d) To determine the methods, means and personnel by which Department operations are conducted;

(e) To determine the content of job qualifications and duties;

(f) To take all necessary actions to carry out its responsibilities in the conduct of regular business and emergencies.

Section 2. The exercise and application of the foregoing powers, rights, authority, duties or responsibilities of the Department, 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 terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States of America.

### ARTICLE 3. UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

a. All present full-time employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present full time employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

### ARTICLE 4. CHECK-OFF OF UNION FEES

Section 1(a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14- 15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions

shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

## Section 2. Representation Fee

a. If an employee does not become a member of the Union during any membership year (from January 1 to the following January 1) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

b. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fees charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues and initiation fees charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

c.1. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

- (a) 10 days after receipt of the aforesaid list by the Employer;
- or

- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34-13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 5. PROBATIONARY PERIOD

Section 1. All full-time employees covered by this agreement shall serve a probationary period of thirty (30) days. However, the probationary period of any such employee may be extended for an additional thirty (30) day period, at the option of the Foreman of the Department and with the concurrence of the Union; the Union's permission to so extend the probationary period shall not be unreasonably withheld.

Section 2. During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period, shall not have recourse to the grievance procedure as set forth in this agreement. The Borough shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 6. EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. No full-time employee shall make or be required to make any agreement or enter into any understanding inconsistent or conflicting with the terms of this agreement.

Section 2. Employees not included in the bargaining unit with the exception of seasonal employees shall not be permitted to perform the duties of employees in the bargaining unit, except in the following situations:

- (a) In cases of emergency.
- (b) In cases where the job requires specialized labor.
- (c) In cases where employees presently in the bargaining unit lack the necessary qualifications to perform the job.

All determinations to be made under this Section shall be within the sole discretion of the Borough.

Section 3(a). There shall be a foreman classification rate established which shall be paid at the rate as established and determined by the Governing Body.

Section 3(b). Any member of the bargaining unit who substitutes for the foreman in his absence shall receive the same rate as the foreman.

Section 4. Nothing in this agreement precludes the further extension of benefits to the employees described herein by the Mayor and Council of the Borough of Garwood during the term of this agreement.

ARTICLE 7. HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday, inclusive, and shall be comprised of five (5) days of eight (8) hours each.

Section 2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and 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 time and one-half (1-1/2) for the first ten (10) hours worked on Saturday, and double (2X) time for all hours worked thereafter.

Section 4. Employees shall be paid at the rate of double time (2X) for the first ten (10) hours worked on Sunday, and triple time (3X) for all hours worked thereafter.

Section 5. Employees called to work prior to the start of their normal shift shall be paid the overtime rate of any such time worked, provided that the employee completes his regular eight (8) hours for that day.

Section 6. The Borough shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, including flood and other acts of God, snow removal and ice control.

Section 7. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available. On each occasion the opportunity to work overtime shall be offered to employees according to the least number of hours worked overtime. Overtime work offered but refused by an employee shall be considered as overtime worked for the purpose of determining priority under this Section. It is further agreed that full-time employees shall have priority as to offers of overtime in preference to part-time and summer employees.

Section 8. The working shift shall be as follows: 6:30 A.M. - 3:00 P.M.

Section 9. 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.

ARTICLE 8. SENIORITY

Section 1. Seniority is defined as all periods of active employment with the Department of Public Works, exclusive of any time spent by an employee on lay-off, during which time there shall be no accrual of seniority.



It is agreed that no employee shall be discriminated against because of race, color, creed, religion, nationality, age or sex. The Borough shall not discriminate against or interfere with any employee because of Union activities. The Union, its members and agents, shall not discriminate against or interfere with any employee covered under this agreement who is not a member of the Union.

ARTICLE 10. NON-DISCRIMINATION

Section 3. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

Section 2. Reductions of the work force, shall be made according to the length of service with the Borough. The employee with the least seniority, as defined in Article 8, shall be laid off first, and so on, up the seniority list. Rehiring shall likewise be accomplished; the employee with the most seniority shall be rehired first and so on down the seniority list.

Section 1. The Borough agrees that it will not hire any new employees unless all of those presently employed are working the full number of scheduled hours, as defined in Article 7, subject, however, to the following conditions: should the Borough, in its discretion, determine that the employees presently working are unqualified to perform certain jobs, or that the work needed to be done requires specialized labor, then the Borough shall be free to hire persons to perform such work, regardless of the hours worked by those presently employed.

ARTICLE 9. FORCE ADDITIONS AND REDUCTIONS

Section 4. New full time employees except seasonal employees retained beyond the probationary period shall be considered permanent employees and their length of service with the Borough shall begin with the original date of their employment and their names placed on the seniority list as heretofore described. Such seniority list shall be kept up to date with additions and deletions as required.

Section 3. The Borough shall establish and maintain a seniority list of employees. The employee with the most seniority, as defined in the preceding Sections, shall head the list, to be followed by the employee with the next longest tenure, and so forth, until all employees within the Department are so listed.

Section 2. For the purposes of this agreement, seniority shall be determined by the length of continuous and uninterrupted service, computed from the date of last hire.

## ARTICLE 11. HOLIDAYS

Section 1. The Borough agrees to guarantee to all of the employees within the bargaining unit, the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

Employee's Personal Birthday	Labor Day
Day before New Year's Day	General Election Day
New Year's Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	One Day before Christmas Day
Independence Day	Christmas Day

In addition, employees shall be entitled to two (2) personal days off with pay.

Section 2. Employees who work on any of the above holidays shall be paid double (2X) their regular straight time rate for time worked and shall receive an additional day off with pay or the day's pay.

Section 3. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day succeeding such holiday at the discretion of the Mayor and Council.

Section 4. Any employee who works on a holiday which falls on a Saturday or Sunday shall be compensated in accordance with Article 7. Under no circumstances shall there be pyramiding of overtime and/or holiday premiums.

Section 5. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the option of the Borough.

Section 6. If an employee fails to work the scheduled work day before or after a holiday, he will lose the holiday pay after the third such occurrence within a twelve (12) month period for those holidays listed in Section 1, unless such absence has been approved by the Foreman. In event of the second occurrence, a written warning will be issued.

## ARTICLE 12. VACATIONS

Section 1. The Borough agrees to grant all employees within the bargaining unit vacations in accordance with the following schedule with pay. For any employee hired after January 1, 1990, if the employee's anniversary date is on or before May 31 of any calendar year, the employee shall be entitled to initial vacation (year 1) or additional vacation (year 5, 10, 15, 20) in said calendar year. If the employee's anniversary date is June 1 or later, the employee shall not be entitled to the initial or additional vacation until the calendar year following the applicable anniversary date.

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Not less than 1 year-5 years	Ten (10) working days
Not less than 5 years-10 years	Fifteen (15) working days
Not less than 10 years-15 years	Eighteen (18) working days
Not less than 15 years-20 years	Twenty (20) working days
Not less than 20 years	Twenty-five (25) working days

The above vacation compensation shall be paid on the basis of eight (8) hours per day.

Section 2. The Borough agrees that in the event an employee leaves the employ of the Borough for any reason (other than discharge for good cause) before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

Section 3. The vacation schedule shall be drafted by the Borough on or before the first of April of each year and posted on the bulletin board. In preparing the vacation schedule, the Borough shall endeavor to assign vacations on the basis of system-wide seniority of its employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Borough with due regard to its efficient operation.

Section 4. Vacations shall be taken during the regular vacation period, between January 1st and December 31st, inclusive.

Section 5. All vacations must be taken within the calendar year, January 1st to December 31st.

#### ARTICLE 13. LEAVE OF ABSENCE

Upon making timely application, employees may apply to the Borough for a leave of absence without pay for a period not exceeding ninety (90) days, without loss of seniority rights. The reason for such request shall be made known to the Borough, and the Borough will give reasonable consideration to such application. In order to be valid, a grant of leave of absence must issue in writing

#### ARTICLE 14. PAID SICK LEAVE

Section 1. All employees shall receive fifteen (15) days paid sick leave each year, said year to run from date of hire. Sick leave may be accumulated and utilized by the employee as needed in the event of illness.

Section 2. Any unused sick days shall be forfeited by the employee upon termination of his employment except as hereinafter provided. Upon retirement under the Public Employment Retirement System, an employee shall receive retirement pay for unused, accumulated sick leave at fifty percent (50%) pay not to exceed the full sum of \$16,000.00. The Borough shall pay to the estate of a deceased employee an amount equal to fifty per cent (50%) of the value of said employee's unused sick leave accumulated at the time of his death; said amount not to exceed the sum of \$16,000.00. Any employee who is hired by another department or agency of the Borough of Garwood shall retain 50% of his unused sick leave accumulated during his employment with the D.P.W.

Section 3. An employee who is ill for three (3) days or more shall be required to submit a doctor's certificate certifying such illness.

#### ARTICLE 15. BEREAVEMENT PAY

Employees shall be granted up to three (3) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family. For the purposes of this Article, "immediate family" shall be deemed to include the father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law and mother-in-law of each employee. Employees shall be granted one (1) day off with pay at employee's straight time rate upon the death of any other relative.

#### ARTICLE 16. JURY DUTY

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

#### ARTICLE 17. VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status at the salary rate previously received by him at the time of his induction into military service together with all salary increases granted by the Borough to said employee's previous position during the period of such military service.

Section 2. Reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Borough agrees to allow the necessary time for any employee in the Reserves to perform his duties when called upon without impairment of his seniority rights.

Section 4. The Borough agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

Section 5. Upon return of an employee from Military Service, the employee shall displace the last employee hired.

Section 6. The provisions of this Article shall apply if the Congress of the United States declares a national emergency, if the United States pursues military involvement following a declaration of war, or if the Governor of New Jersey declares a state-wide emergency.

#### ARTICLE 18. DISCHARGE

There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

#### ARTICLE 19. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The term "Grievance" as used herein means any difference or dispute between the Borough and the Union arising from the interpretation, application or adherence to the terms and conditions of this Agreement, with the exception of disputes over wage scales. The grievance procedure herein shall be the sole means of obtaining adjustment of such disputes. Grievances may be raised by an individual, a group of individuals, the Union (acting on behalf of an individual or group of same), or the Borough.

Section 2. Grievances raised by an employee or employees, or by the Union, shall be subject to the following procedures:

STEP 1(a). The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Foreman. Failure to do so within five (5) days of the time the grievance arises shall constitute abandonment of the grievance by those advancing it. (b): If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Borough. Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the Borough and representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 2. In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall be the subject of a conference between the Union and Mayor and Council.

STEP 3. In the event the grievance is not satisfactorily settled within ten (10) days of the discussion in Step 2, it is agreed that either party may request New Jersey Mediation Service to appoint an

arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

Section 3. Grievances raised by the Borough shall be subject to the following procedure: such grievances shall be filed directly with the Union within five (5) working days after the event giving rise to the grievance has occurred. Failure to act within five (5) working days shall be deemed to constitute abandonment of the grievance on the part of the Borough. A meeting shall be held within ten (10) calendar days after the filing of such grievance between the representatives of the Department of Public Works and the Union in an earnest effort to adjust the difference between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Borough may, within ten (10) calendar days thereafter request New Jersey Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute, and such determination shall be deemed final and binding.

Section 4. When any grievance shall be subject to arbitration under the foregoing provisions, the cost of such arbitration shall be shared equally by the Borough and the Union. Any other expenses, including, but not limited to witnesses, shall be borne by the individual party incurring same.

Section 5. Any arbitrator appointed pursuant to this Section shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the arbitration provision of this agreement.

## ARTICLE 20. UNIFORMS

Section 1. The Borough agrees to purchase the following for all employees when needed:

- (a) Five (5) summer uniforms for each employee.
- (b) Four (4) winter uniforms for each employee, including a winter jacket.
- (c) Protective clothing needed for the job, including, but not limited to, gloves, rain gear and boots.
- (d) Two (2) pairs of safety working shoes per year with a maximum cost of \$75.00 per pair.

Section 2. The Borough, for the purpose of this Section, reserves the right to designate a uniform supplier. Should an employee choose to obtain his uniforms elsewhere, he will pay the difference in cost between that of the designated supplier and his own.

Section 3. Prior to receiving new uniforms, employees must demonstrate a need for replacement by turning their used uniforms over to the Borough.

ARTICLE 21. MISCELLANEOUS PROVISIONS

Section 1. Employees shall be granted a fifteen (15) minute coffee break in the morning.

Section 2. The Borough shall provide reasonable bulletin board space for the posting of Union notices to its members.

ARTICLE 22. SAFETY AND HEALTH

The Borough shall maintain working conditions in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. All reasonable suggestions for improvements will be considered and acted upon where practical.

ARTICLE 23. WELFARE AND PENSION BENEFITS

Section 1. The Borough shall continue to provide Blue Cross and Blue Shield coverage, including Rider "J", for all employees and eligible dependents with full premiums paid by the Borough. The Borough shall also provide such additional benefits under the State Health Program as shall be made available to other Borough and State employees.

Section 2. The Borough shall continue contributions to the Public Employees Retirement Program according to State regulations.

Section 3. The Borough shall continue to provide disability income insurance covering employees for a period of up to six (6) months at full pay.

Section 4. Effective January 1, 1990, the Borough agrees to contribute Six (\$6.00) Dollars per week for each employee in the bargaining unit to the Teamster Local 11 Welfare Fund to provide dental benefits to employees and their eligible dependents. The Fund is to be administered in accordance with the Teamster Local 11 Welfare Fund Trust Agreement by the sitting Board of Trustees.

The Borough's sole responsibility under this Section will be to make the required \$6.00 weekly contribution on behalf of the bargaining unit employees in a timely manner.

Section 5. On the effective date of this contract, the Employer will contribute to Teamster Local 11 Welfare Fund the sum of Four (\$4.00) Dollars per week for an optical benefit plan for employees and their dependents.

ARTICLE 24. WAGES

Section 1. Effective January 1, 1990, the Borough agrees to grant all employees in the bargaining unit covered by this agreement a five per cent (5%) per hour increase.

Section 2. Effective January 1, 1991, the Borough agrees to grant all employees in the bargaining unit covered by this agreement a five per cent (5%) per hour increase.

Section 3. Effective January 1, 1992, the Borough agrees to grant all employees in the bargaining unit covered by this agreement a five per cent (5%) per hour increase.

Probationary employees shall be paid twenty per cent (20%) less than the prevailing rate.

ARTICLE 25. LONGEVITY

Longevity payments shall be made according to the following schedule and shall be effective January 1, 1990, on the anniversary date of the employee's date of employment.

<u>YEARS OF SERVICE</u>	<u>PERCENT OVER REGULAR BASE PAY</u>
4 years	3%
8 years	4%
12 years	5%
15 years	6%
20 years	7%

ARTICLE 26. STRIKES AND LOCK-OUTS

Section 1. It is agreed that the Union and employees shall not call or engage in strike (or threats thereof) and the Borough shall not institute a lock-out, for any cause whatsoever during the term of this agreement; nor shall the Union or any of its employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with normal Borough operations. Employees, however, shall not be required to cross any primary picket line.

Section 2. In the event of a strike, slowdown, walkout or job action not authorized by the Union, it is agreed that participation in any such activity by a Union member shall entitle the Borough to take disciplinary action, including possible termination of the employment of such employee or employees.

Section 3. Nothing contained in this agreement shall be construed to limit or restrict the parties in their rights to seek and obtain such judicial relief as they may be entitled to have in law or inequity, or both, in the event of such actions as described in this Article.

ARTICLE 27. SEPARABILITY

If any Article or Section of this agreement or of any supplements, appendixes or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the



remainder of this agreement and of any supplements, appendixes or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### ARTICLE 28. TEAMSTERS LOCAL 11 EDUCATION FUND

The Borough agrees to pay to the employee, in addition to the salary increases set forth herein, an additional sum of one cent per hour for each hour the employee works up to a maximum of 2,080 hours annually on a regular basis and to remit the sums collected to Local 11 Education Fund. This will pertain to bargaining members only. Such contributions shall be paid in June and December of each year.

#### ARTICLE 29. DURATION OF AGREEMENT

Section 1. This agreement shall become effective on the date hereof and with respect to salaries shall be retroactive to January 1, 1990 and shall continue in full force and effect for three years until January 1, 1993. Said contract shall continue in effect thereafter unless and until said contract is modified by a subsequent agreement of the Governing Body or unless either party is given notice, in writing, at least sixty (60) days prior to the expiration date of said contract that said contract provisions shall not continue beyond the aforementioned date. In such case, the parties shall endeavor to negotiate a new agreement within the sixty (60) days prior to the expiration of the agreement.

Section 2. The salary provisions set forth in the agreement for the years 1990, 1991 and 1992 are subject to appropriations and ordinances being adopted by the Mayor and Council.

Section 3. The provisions of the contract shall not apply to part-time summer help employed by the Borough of Garwood who shall be paid such wages and be employed for such hours as may be determined by the Borough. Said summer employment shall not exceed four (4) months in duration each year.

Section 4. The Employer agrees to comply with Chapter 303, Public Laws of 1968 with regard to all full-time employees and said Employer shall not in any way interfere with the rights of said employees as provided for by Chapter 123, Public Laws of 1974.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officer the day and year first above written.

BOROUGH OF GARWOOD

LOCAL #11, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY: Margaret Curran  
Mayor

BY: Robert J. Feeney  
President

Doris Pelicciolo  
Borough Clerk

Gregory Feeney  
Business Representative

WITNESS:

COMMITTEE:

Mary E. Kellerman

Thomas R. Masterson

MARY E. KELLERMAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 17, 1992

Albert C. Balle

William J. Svarnik