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*State
to City
Partners*

AGREEMENT

Between

TOWNSHIP OF WEST MILFORD *Township of*
PASSAIC COUNTY, NEW JERSEY

and

LOCAL NO. 2275, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(Road and Maintenance Employees)

*EDWIN
Institute of Management*

AUG 0 1985
RUTGERS UNIVERSITY

**THIS DOES NOT
CIRCULATE**

X January 1, 1985 through December 31, 1986

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PREAMBLE

THIS AGREEMENT made and entered into on this 3rd day of June, 1985, by and between the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township") and LOCAL NO. 2275, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union") and its affiliate Council #52, represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND NON-DISCRIMINATION

A. The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedule A but excluding any supervisory employees, management executives, confidential employees and all other Township employees.

B. The titles herein shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

C. There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex or national origin.

D. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE II
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 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 employees;

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 or responsibilities of the Township, the adoption of policies, rules, regulations and practices and 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 the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R. S. 40 and R. S. 11 or any national, state, county or local laws or ordinances.

ARTICLE III

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.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township Staff.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the Union on behalf of an individual or individuals, 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:

(a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within five (5) days of the occurrence of the

Article III (continued)

grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his grievance with the Department Head within three (3) days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Township Manager who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four:

(a) In the event the grievance has not been resolved at Step Three, the Union may within ten (10) days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

Article III (continued)

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the Township and the Union in an earnest effort to adjust the differences between the parties.

Article III (continued)

In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Four above.

E. No response to any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

F. Time limits may be extended by the parties by mutual written agreement.

G. Where grievances contest the Township's proposed disciplinary action against an employee on "minor" cases the employee shall have the right to an administrative hearing with the Appointing Authority prior to the actual assessment of disciplinary action. In major disciplinary actions such as in cases of fighting, intoxication, extreme belligerence, insubordination or where an employee presents an immediate danger to himself, others, or property, the Township is under no obligation to hold an administrative hearing prior to the institution of disciplinary action.

ARTICLE IV

HOURS AND OVERTIME

A. Work Schedules

1. The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

2. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the Union, except for changes in hours described in Section A. 3. b.

3. Hours

(a) Road Department

The work day will consist of eight (8) hours, 7:00 a.m. to 3:30 p.m. with a half hour for lunch. Lunch hours shall be between 11:30 a.m. to 12:00 noon.

(b) Recreation Department

The work day shall consist of eight (8) hours, 7:00 a.m. to 3:30 p.m. with a half hour for lunch. These hours are subject to change to 8:00 a.m. to 4:30 p.m. at the discretion of the Recreation Director. The Director will provide 24 hours notice of a change in hours except in the case of emergencies.

(c) Public Property Maintenance - Town Hall

To minimize interference with municipal operations in the maintenance of the municipal building, personnel assigned this function will stagger their hours to overlap the standard work day of 8:00 a.m. to 4:30 p.m. When two employees are assigned this function, one shall start at 6:00 a.m. with quitting time at 2:30 p.m. and the other employee shall start at 10:00 a.m. with quitting time at 6:30 p.m., with a half hour for lunch. When only one

Article IV (continued)

employee is available for this function due to vacation, sickness or authorized leave of the other employee, the employee working shall start at 8:00 a.m. and have quitting time at 4:30 p.m.

(d) Emergencies

Employees in such numbers as the Township may require, shall be required to respond in emergencies.

B. Overtime

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

(a) All work performed in excess of eight (8)

hours in any one (1) day.

(b) All work performed in excess of forty (40)

hours in any one (1) week.

(c) All work performed on Saturday or Sunday.

2. Holidays- In the event an employee is required to work on any holiday listed in Article V, Section A, he shall be paid double (2) times his regular rate of pay for all hours worked on that day, in addition to the compensation provided for in Article V. This double time provision shall apply only for work performed on the actual holiday, and shall not apply for work performed on the previous or following day taken in lieu of the holiday.

3. Regularly scheduled overtime work and emergency call outs will be distributed as equally as possible among all employees in a classification. No employee shall be eligible for emergency call within twenty-four (24) hours of sick period.

Article IV (continued)

4. Should the Department Head or his designee determine that spot sanding of less than 3 hours is required, he shall dispatch such crew or crews as are warranted regardless of the geographic location of the icy conditions.

C. Call In Time

1. Any employee who is requested and who returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than three (3) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid time and one-half for the first three (3) hours of work. Thereafter, for the balance of his regular work shift he shall be paid his regular rate.

2. Employees working through their supper or lunch time shall be paid time and one-half their regular rate; or employees will receive one (1) hour for supper or lunch. All employees shall receive two (2) rest periods: - one 15 minute period in the morning between 9:00 a.m. and 9:30 a.m.; and one 15 minute period in the afternoon between 1:30 p.m. and 2:00 p.m. No more than 15 minutes shall be allowed for employee cleanup before lunch and before quitting time.

3. In the event an employee is recalled to emergency duty for a complete shift, he shall be allowed the usual one (1) hour paid meal period, providing, however, that if an employee is recalled to emergency duty between the hours of 5:00 a.m. and 7:00 a.m. he shall only be entitled to 1/2 hour paid meal period. No paid meal period shall be provided if the

Article XV (continued)

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 members.

Article IV (continued)

call out occurs after 7:00 a.m. and before the start of the normal day shift. Arrangements shall be made to provide the employee with food at his expense if eating facilities are not otherwise available.

4. All employees are required to respond to an emergency call out within 30 minutes of call, except in cases of unusual or severe conditions. Any employee who misses a call-out shall submit to his supervisor a reason. Failure to respond to call outs consistently will be reviewed by the supervisor and be subject to disciplinary action.

D. Equipment

Foreman vehicles are to be stored at municipal facilities with other equipment nightly, except, however, in those emergency situations when the Township Manager determines that the public safety is best served by allowing the foreman to take the vehicles home overnight.

No vehicles or equipment other than pickup trucks driven by foremen are to be taken to any unauthorized location at any time for any reason unless specifically authorized by the Township Engineer or his designee.

ARTICLE V

HOLIDAYS

A. Each employee shall be compensated for the following holidays:

1. New Years Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus' Birthday
9. General Election Day
10. Veterans' Day
11. Thanksgiving Day
12. Day following Thanksgiving Day
13. Christmas Day

B. In the event the holiday falls on a regularly scheduled work day the employee shall receive the day off with pay.

In the event the holiday falls on a Saturday or Sunday, the employee shall receive the previous Friday off if the holiday falls on Saturday and the succeeding Monday off if the holiday falls on Sunday.

C. All employees shall be eligible for holiday pay if the employee worked his last scheduled work day prior to the holiday or he is absent by prior consent of his superior.

D. In the event a national holiday is declared by the President of the United States, the Township agrees to add this day to the approved list

Article V (continued)

of authorized holidays, provided, however, the day declared a holiday occurs between April 1 and November 30. Should the day declared as a holiday by the President occur between December 1 and March 31, employees shall be granted an additional personal day to be scheduled pursuant to Article XVI, Section E.

ARTICLE VI

VACATIONS

A. Amount of Vacation Leave

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after the completion of five (5) years and up to ten (10) years of service; eighteen (18) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After 20 years of service, 1 additional vacation day shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

3. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and the year preceding, provided the latter can be taken during the year of return.

B. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated

Article VI (continued)

shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

ARTICLE VII

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N. J. A. C. 4:1-1.1 et seq., of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Service Credit for Sick Leave

1. All permanent employees, or full time provisional 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.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

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.

3. An employee shall be reimbursed for accrued sick leave earned prior to January 1, 1983 at the time of termination of his employment in good standing at the rate of ten dollars (\$10.00) for each unused sick leave day, and at the rate of twenty dollars (\$20.00) for each unused sick leave day

Article VII (continued)

earned on or after January 1, 1983. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.

4. Any employee at the time of retirement who has accumulated in excess of 150 unused sick days shall receive a retirement bonus of \$500 in addition to any payments made pursuant to C. 3 of this Article.

5. In no case shall the total payment for unused sick leave time made pursuant to Sections C. 3 and C. 4 of this Article exceed \$5,000.

D. 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 promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify this 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.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness should the Township deem it warranted.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one

calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

(b) The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business Representative of the Union and a representative of the Township.

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 designated by the Township. 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.

Article VII (continued)

F. Sick Leave Deduction

Sick leave accrued subsequent to January 1, 1983 shall first be deducted from an employee's sick leave bank prior to the use of any other accrued sick leave.

G. Additional Sick Leave for Disability

Any employee who is disabled and unable to work as the result of a reportable accident incurred while traveling directly to or from an emergency call-out or after working overtime shall be entitled to additional sick leave up to a maximum of one calendar (1) year from the date of the accident. The additional sick leave shall be granted **only** for disability resulting from a reportable accident occurring within 30 minutes after employee notification of an emergency call-out or occurring within one (1) hour after a foreman's release for emergency call-out or overtime work. All unused sick time, vacation time or personal time **must** be utilized by the employee prior to receiving the additional sick leave. This provision shall be effective January 1, 1983.

ARTICLE VIII

HOSPITALIZATION AND INSURANCE

A. The Township shall provide a fully paid hospitalization insurance program to each employee and dependents which shall include Blue Cross, Blue Shield, Rider J and Major Medical coverage as presently provided by the State Group Health Benefits program (14/20 Series) and any improvements thereto.

B. The employer reserves the right to substitute carriers provided the same benefits are provided.

C. Subject to the rules and regulations of the N.J. State Health Benefits Commission, each qualified employee who retires shall be provided with hospitalization coverage as provided by the Commission.

D. Effective January 1, 1985, all employees covered by this agreement shall be entitled to submit a claim to the Township on an approved form along with their cancelled check or proof of payment for reimbursement for dental and eyecare expenses for themselves and their dependents up to an annual limit of \$250.00 without accumulation.

ARTICLE IX

CLASSIFICATION AND JOB DESCRIPTION

A. The classification (and job descriptions) for employees covered by this Agreement are attached hereto as Schedule A and C. Any additions or modifications made to them by Civil Service, and adopted by the Township, shall automatically become part of this agreement.

ARTICLE X

SALARY GUIDE

A. Effective January 1, 1985, all employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Schedule B, or in the case of Foremen with permanent appointment in Schedule D.

ARTICLE XI

UNIFORM PROVISION

A. Uniforms shall be provided to all employees within the bargaining unit at Township expense. The Township reserves the right to designate the uniform supplier and the uniform supplied must be worn by the employees. The Township will make every effort to schedule uniform measurements by May 15 of each contract year.

B. The Township shall purchase 5 uniform sets for all employees (excluding mechanics) which the employees shall own and maintain each year. The Road Department will have blue uniforms, the Recreation Department will have green uniforms, and Public Property Maintenance personnel will have brown/tan uniforms. All foremen shall be provided white shirts.

The Township shall enter a contract for uniform rental and maintenance for the mechanics to include 8 sets.

Rain jackets were purchased for each man in 1983 and employees are responsible for their safekeeping.

Five (5) summer "T" shirts shall be provided to employees to be worn during the months of June, July and August and the employee shall be responsible for laundering of same.

Each employee shall have a choice of a single heavy jacket during the 1985-86 contract period or of a light jacket in each of the contract years, said articles of clothing to be provided by the Township.

The paint crew members shall each be provided with one (1) set of coveralls in each of the contract years.

ARTICLE XII

LONGEVITY

A. Effective January 1, 1985 for each year of the contract, longevity payments based upon years of continuous uninterrupted service with the Township payable on December 1st, shall be as follows:

After four (4) years of service	2% of base pay
After eight (8) years of service	4% of base pay
After twelve (12) years of service	6% of base pay
After sixteen (16) years of service	8% of base pay
After twenty (20) years of service	10% of base pay

B. Longevity payments for an employee covered by this contract shall not exceed \$2,300 per year.

C. Municipal employees at retirement or termination in good standing shall receive a longevity payment prorated to reflect actual base pay earned in the year of retirement.

D. Employees who terminate in bad standing or due to disciplinary reasons shall not be eligible for a longevity payment in the year of their separation from employment.

ARTICLE XIII

SENIORITY

A. Seniority is defined as an employee's total length of permanent service with the employer, beginning with his original date of permanent hire and including service under ^{EEA} Title VI or VI. regular, PSE, of the CETA Program.

B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer.

C. If a question arises concerning two or more employees who were hired on the same date the following shall apply: if hired prior to the effective date of this agreement, seniority preferences among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name first preference, etc. For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order of the employee's last name.

D. In all cases of demotions, layoff, recall, vacation schedules, where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, subject to the grievance procedure.

E. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

Article XIII (continued)

F. The employer shall promptly advise the appropriate Union representative of any changes which necessitates amendments to the seniority list.

G. Nothing herein shall in any way affect the rules of Civil Service insofar as Seniority, and the rules of Civil Service shall govern.

H. In the event of assignment to work in a higher classification, the employee highest in seniority will ordinarily be so assigned provided he is qualified to perform the duties and the employee shall be paid the rate for that classification. Assignments (other than for emergency overtime) to a higher classification shall be in a minimum of 4 hour increments.

I. Laborers who are in training as truck drivers will receive laborer rates. The Director of Public Works shall qualify laborers for driving trucks. Laborers who drive trucks to and from a job site without hauling materials will be paid as laborers.

J. Any employee assigned to the classification of Acting Foreman for a period of ten (10) consecutive work days shall receive the salary of the permanent Foreman classification for each consecutive day thereafter, while serving in a Foreman capacity.

ARTICLE XIV
SAFETY AND HEALTH

A. The employer shall at all times maintain safe and healthful working conditions, and shall furnish safety equipment, with safety apparel whenever required, and tools. The employer agrees to furnish each employee with safety shoes at the employer's expense - one (1) pair per employee for the year at a cost not to exceed \$60.00 per man per year. A second pair of safety shoes may be provided upon the presentation to the Township Engineer of evidence that the shoes originally purchased under this contract are no longer serviceable. ^{minor repairs to shoes may be undertaken.} The employer agrees to furnish employees a safety helmet. The employer agrees to furnish employees, where required, safety glasses, but with uncorrected lenses. Cost of the safety shoes, helmets and glasses shall be that of the employer. Any employee failing to wear helmets, safety shoes, or other safety equipment furnished by the employer shall be subject to disciplinary proceedings. Each foreman shall be responsible for all men in his district or under his supervision to wear helmets and vests.

B. The Steward shall be the Union safety committee member. Such safety committee member shall meet periodically with the Public Works Director.

C. The Garage Foreman will mark or clearly designate such vehicles or equipment as unsafe and maintain a list of such equipment at all times and be responsible for such designation or lack of designation. No vehicle so designated will be assigned to an employee provided, however, that should the Township require an employee to use a vehicle designated unsafe, no disciplinary action shall result to the employee.

ARTICLE XV

NO-STRIKE PLEDGE

A. During the term of this Agreement, the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Township agrees that it will not cause any lockout.

B. The Union covenants and agrees that 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 an 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.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of Union recognition;
2. Withdrawal of dues deduction privileges
(if previously granted);
3. Such activity shall be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the Civil Service law.

ARTICLE XVI

LEAVES OF ABSENCE

A. Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights. Privileges and benefits shall be restored only upon return to work.

C. In the event of a death in the immediate family, the employee shall be entitled to bereavement leave of three (3) days from the date of death and in the event the burial takes place out of state, up to two (2) additional days travel time. This leave shall be with pay. Proof of attendance at the burial may be required by the Township. Immediate family of employees under this section is defined as parents, children, brothers, sisters, grandparents and parents-in-law.

D. Every employee shall be entitled to full pay if called for jury duty provided he endorses to the Township any payment for jury service.

E. Upon two (2) days written request, which may be waived in the event of an emergency every employee shall be allowed four (4) non-cumulative personal leave days with pay.

F. In the event of election to Union office an employee shall be entitled to one (1) year's leave of absence without pay or benefits which may be renewed for one (1) additional year.

Article XVI (continued)

G. In the event an employee is required to attend any educational or training courses he shall receive his full pay during such courses.

H. One (1) Union delegate shall be entitled to up to five (5) days leave with pay to attend either a State or National Union convention each year.

I. All employees shall be granted four (4) hours early quitting time on New Year's Eve and Christmas Eve days, unless New Years and Christmas fall on a Saturday or Sunday.

ARTICLE XVII

BULLETIN BOARD AND UNION MEETINGS

A. A bulletin board shall be made available by the Township for the use of the Union at each principal work location for the purpose of posting Union announcements and other information of a non-controversial nature. The Township Manager or his representative may have removed from the bulletin board any material which does not conform with the intent and provision of this Article.

B. Employees shall be entitled to hold a chapter membership meeting each calendar quarter (4 per year) on Township premises during the last hour of the normal day shift.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

A. Union Dues

1. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R. S.) 52:14-15, 9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such charged deduction.

3. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township or in reliance upon the official notification on the letterhead of the Union and signed by

the President and Secretary-Treasurer of the Union advising of such changed deduction.

B. Representation Fee

1. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) 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.
2. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by payroll deduction. The Representation Fee shall be in an amount equal to eighty-five per cent (85%) of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Article XVIII (continued)

3. 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.

4. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township Manager a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees the full amount of the representation fee and will transmit the amount so deducted to the Union. The Township assumes no liability for administrative oversight, errors or insufficient paycheck funds. The Union shall indemnify, defend and save harmless the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Representation Fee.

ARTICLE XIX

SEPARABILITY AND SAVINGS

A. 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 XX

FULLY BARGAINED PROVISIONS

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1985, and shall be in effect to and including December 31, 1986. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at West Milford, New Jersey, on this 3rd day of June, 1985.

LOCAL NO. 2275, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

TOWNSHIP OF WEST MILFORD
PASSAIC COUNTY, NEW JERSEY

By: [Signature] ^{Pres Local 2275}
[Signature] ^{Staff Rep}
Council 2 AFSCME

By: [Signature] ^{Mayor}
[Signature] ^{Township Manager}

Witness:
[Signature]
[Signature]
[Signature]
[Signature]

Witness:
[Signature] ^{Township Clerk}

SCHEDULE A

1. Road Foreman
2. Heavy Equipment Operator
3. Equipment Operator
4. Truck Driver
5. Mechanical Repairman Automotive
6. Senior Building Maintenance Worker
7. Sewer Foreman
8. Mechanical Repairman Foreman
9. Mechanical Repairman Helper
10. Laborer
11. Sewer Repairman Laborer
12. Building Maintenance Worker
13. Recreation Maintenance Worker
14. Senior Recreation Maintenance Worker
15. Assistant Recreation Foreman
16. Recreation Maintenance Foreman

Schedule C contains a list of equipment and/or duties connected with the appropriate job description for applicable titles.

Employees hired pursuant to public service employment programs shall be subject to the provisions for the federal funding of this program.

Summer seasonal employees are not within the scope of the bargaining unit.

SCHEDULE B

	<u>1/1/85</u>	<u>1/1/86</u>
1. Road Foreman (Acting)	\$10.08	\$10.65
2. Heavy Equipment Operator	9.16	9.71
3. Equipment Operator	9.03	9.57
4. Truck Driver	8.83	9.36
5. Mechanical Repairman (Auto)	9.31	9.87
6. Senior Building Maintenance Worker	9.03	9.57
7. Sewer Foreman (Acting)	10.08	10.65
8. Mechanical Repairman Foreman (Acting)	10.08	10.65
9. Mechanical Repairman Helper	9.31	9.87
10. Laborer		
First Year	7.72	8.18
Maximum	8.52	9.03
11. Sewer Repairman Laborer	8.86	9.39
12. Building Maintenance Worker		
First Year	7.72	8.18
Maximum	8.83	9.36
13. Recreation Maintenance Worker	8.75	9.28
14. Senior Recreation Maintenance Worker	9.03	9.57
15. Assistant Recreation Foreman	9.03	9.57
16. Recreation Maintenance Foreman (Acting)	10.08	10.65

SCHEDULE C

The following is a list of equipment and/or duties connected with the appropriate job function:

1. HEAVY EQUIPMENT OPERATOR

1. Backhoe
2. Scoopmobile
3. Grader
4. Roller over 5 tons
5. Vac-All
6. Sweeper
7. Sickle Bar
8. Boom-Axe Tractor Mower
9. High Pressure Sewer Cleaner

2. EQUIPMENT OPERATOR

1. Chipper
2. Compressor
 - a. Jackhammer
 - b. Rock Drill
 - c. Air Blaster
 - d. Any other equipment using compressor
3. Roller - one ton
4. Striping Machine
5. Sign Making Machine

3. LABORER

1. Lawn Mowers
2. Pull Rake

4. SENIOR BUILDING MAINTENANCE WORKER BUILDING MAINTENANCE WORKER

For an employee to receive the Senior Building Maintenance Worker (maximum) rate or Building Maintenance Worker (maximum) rate, said employee must have an active Black Seal (Fireman's License).

SCHEDULE D

It is hereby acknowledged, accepted and agreed by the parties that foremen with permanent Civil Service status negotiate as a group separately as to benefits and conditions of employment. Those employees without permanent Civil Service foremen status, but serving temporarily as foremen, shall receive acting foremen rates pursuant to Schedule B.

	<u>1/1/85</u>	<u>1/1/86</u>
1. Road Foreman	\$10.44/hr.	\$11.04/hr.
2. Sewer Foreman	\$10.44/hr.	\$11.04/hr.
3. Mechanical Repairman Foreman	\$10.44/hr.	\$11.04/hr.
4. Recreation Foreman	\$10.44/hr.	\$11.04/hr.

In addition to the compensation hereby contained in Schedule D, permanent foremen shall receive such rights, benefits and responsibilities as are contained in the basic agreement for which they are eligible by reason of their years of service, position or employment with the Township.

LOCAL NO. 2275, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO

TOWNSHIP OF WEST MILFORD
PASSAIC COUNTY, NEW JERSEY

By: _____

By: Charles Stanowski
Mayor

Laura J. DeStefano
Comm. Sec. AFSCME

[Signature]
Township Manager

Witness:

Witness:

Robert M. ... Pres. Local 2275
[Signature]

[Signature]
Township Clerk