

AGREEMENT

between

Stafford Township

**TOWNSHIP OF STAFFORD, a body politic
(County of Ocean, State of New Jersey)**

and

TEAMSTERS LOCAL 97 OF NEW JERSEY

Effective January 1, 1985 through December 31, 1986

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THIS AGREEMENT made this 25th day of June , 1985, by and between the **TOWNSHIP OF STAFFORD**, a corporated body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer," and the **TEAMSTERS LOCAL 97**, hereafter referred to as the "UNION," as bargaining agent and on behalf of the Stafford Township Blue Collar Workers, County of Ocean, State of New Jersey, hereafter referred to as "Employee."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereon to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of this and mutual covenants herein contained, the parties hereunto agree with each other and with respect to the Employees of the Employer recognized as being represented by the Union hereby agree as follows:

ARTICLE I

Recognition and Scope of Agreement

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative of all full time Blue Collar Employees in the negotiation of this Contract Agreement and for the purpose of collective bargaining and all other activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all of the regular full-time Blue Collar Workers of the Township of Stafford now employed or hereafter employed.

Section 3. This Agreement shall govern all wages, hours and other conditions of employment set forth herein.

Section 4. This Agreement shall be binding upon the parties hereto.

Section 5. The Union recognizes that pursuant to N.J. Statute, they have no right to strike.

A. In addition to any other restrictions under the law, the union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, interference with or stoppage of the Township's work. As used in this section, the term "strike" shall be defined as any of the following:

- (1) Concerted failure to report duty;
- (2) Wilful absence of employees from their assigned position;
- (3) Stoppage of work;
- (4) Absence in whole or in part from duty and proper performance of the duties of employment;
- (5) Slow down;
- (6) Walk out; or
- (7) Any other illegal job action.

B. Nothing contained in this agreement shall be construed to limit or restrict the Township in its right to seek and recover damages as it may be entitled to have in law or in equity for injury to the Township in the event of such strike by the Union.

ARTICLE II

Collective Bargaining Procedure

Section 1. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly-authorized bargaining agent of each of the parties to this Agreement. Unless otherwise designated, the Mayor and the Employer or his designee and members of the Council as designated by the Township Council of the Township of Stafford and the President of the Union or his designee, including an attorney provided reasonable notice is given to Employer, together with members of his negotiating Committee, shall be the respective negotiating agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer, not to exceed two (2) in number, who may be designated by the Union to participate at collective bargaining meetings called for the purpose of the negotiation of collective bargaining will be excused from their work assignments to attend such collective bargaining meetings.

ARTICLE III

Discrimination and Coercion

Section 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employees because of race, color, creed, sex, national origin or political affiliation.

Section 2. A. No material derogatory to Employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written reply (example rebuttal, answer, etc.) to such material and this reply shall be reviewed by the department head and a Township designee at the Employee's request. This reply will be attached to the document to which it is in reply, as long as the document is in the Employee's file.

B. Although the Township agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection. This provision shall not apply to any information which need not be disclosed to the employee under the requirements of State law.

ARTICLE IV

Agency Shop and Dues Deduction and Union Dues Check-Off

Section 1. Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township 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 Township. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

Section 2. All employees covered by this agreement who have joined the Union as of the signing of this agreement or who shall join the Union during the life of this agreement shall remain members in good standing for the duration of this contract.

Section 3. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union and consistent with State Statutes) the Township agrees to deduct from the pay of each employee membership dues in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The regular Union membership dues, fees and assessments, shall be as certified to the Township by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. 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 such written notice thirty (30) days prior to the effective date of such change. Union dues and representation fees deducted by the Township shall be remitted by the Township to the Union, c/o Secretary-Treasurer, Teamsters Industrial and Allied Workers Union, Local 97, 853 Mount Prospect Avenue, Newark, New Jersey 07104, by the tenth day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Treasurer or her designee.

Section 4. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits, or any other form of liability that shall arise out of or by reason of action taken by the Township in reliance upon wage deduction authorization cards or the fair share assessment information as furnished by the Union to the Township or upon the official notification of any Union agents or persons acting in their behalf, advising of such deductions.

ARTICLE V

Seniority

Section 1. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

Section 2. Seniority is defined as continuous unbroken service with the employer except where bridging of service is mutually agreeable to both parties.

Section 3. The employer will endeavor to fill permanent job openings by promoting employees from the next lower rated job titles. In all instances, employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.

Section 4. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority shall be given preference. If the employee once promoted to the higher rated job cannot perform all the duties and functions required for that job for any reason whatsoever, the Township may promote any employee it deems qualified.

Section 5. A permanent job opening or vacancy in the bargaining unit, constituting a promotion, shall be posted on appropriate bulletin boards for a period of five (5) calendar days. In the event that a permanent job opening or vacancy in the bargaining unit is not filled within five (5) calendar days of the posting of such notice, the Township, at its discretion, may bill such permanent job opening or vacancy. The above does not preclude the right of the Township to fill on a temporary basis, at its discretion, any of the above-referenced bargaining unit job

vacancies or openings, irrespective of the time limits of the above-referenced notice.

Section 6. In the event the Township reduces the number of employees in any particular job title(s), those employee(s) with the least seniority will be laid off first provided that the employee(s) not laid off possess the necessary skills and abilities to perform the duties of thos postion(s) affected by the lawoff. Such determination shall be at the discretion of the Township.

Section 7. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. The Township, in its sole discretion, shall determine the requisite qualifications and skills necessary to perform any available work.

Section 8. Any recall of employees by the Township may be on a temporary basis.

ARTICLE VI

Sick Leave

Section 1. Sick Leave

A. All employees shall be entitled to fifteen (15) days of sick leave per calendar leave to be credited on January 1.

B. All employees shall be required to furnish a physician's certificate indicating the reason for incapacitation when sick leave is taken for more than three (3) consecutive work days.

C. Failure to provide the above-mentioned certificate shall result in a forfeiture of those days for which the certificate was required;

D. The Township shall have the exclusive right to determine any validity question regarding the above-mentioned certificate. In the event the Township determines the above certificate to be invalid, the above-mentioned forfeiture provision shall take effect.

Section 2. Accumulated Sick Leave.

Employees may accumulate up to three hundred and sixty-five (365) days of sick leave, but shall be paid only for a maximum of fifty-five (55) days of accumulated sick leave and then only in the event of retirement. Employees shall have the right to "sell" to the Township up to a maximum of five (5) days of unused sick leave per calendar year. This "sell-back" option must be exercised each and every year during the first quarter of the next calendar year or else it will be forfeited by the employee.

Section 3. Disability Absence.

All employees shall be eligible for paid disability absence of up to thirteen (13) weeks after one (1) year of service and up to twenty-six (26) weeks after the (10) years of service.

Disability status (inability to work) must be certified at the Township Council's request by the Township Physician as a result of consultation with the employees personal physician. A disability absence is a period of continuous absence in excess of one week.

ARTICLE VII

Personal Days

Section 1. All employees shall be granted three (3) personal days off with pay during the course of any calendar year, exclusive of vacation and sick leave. There shall, however, be a two (2) day minimum notice to the employee's immediate supervisor, except in an emergency. Personal days shall not be accumulated.

Section 2. For the year 1986, the Township and the Teamsters have agreed to discuss the exchange of three (3) additional personal days for three (3) existing holidays, i.e., Lincoln's Birthday, Washington's Birth or Veteran's Day.

ARTICLE VIII

Bereavement Leave and Military Leave

Section 1. Bereavement Leave.

All employees, after submitting proof either prior to taking bereavement leave or no more than five (5) days after returning from said leave, shall receive up to five (5) days paid leave in the event of the death of a spouse, child, parent, brother, sister, grandparent, or any other member of the employee's immediate household. Such leave shall be separate and distinct from any other leave time. No bereavement leave may be taken until the appropriate supervisor is notified of the instance of death of one of the aforementioned relatives.

Section 2. Military Leave.

Any member covered under this agreement who is a member of the Organized Reserve of the Army of the U.S., U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corps Reserve or other affiliated organizations shall be entitled to leave of absence from duty without loss of pay or time on all days during which he shall be engaged in annual active field training. Such leave of absence shall be in addition to the regular vacation allowed such member or employee.

ARTICLE IX

Management

Section 1. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable statutes, ordinances, rules and regulations to:

A. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate, reasonable and efficient manner possible;

B. Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the municipality and in that regard to establish reasonable work rules without creating undue hardships to the employees. Such work rules shall be in written form and a copy shall be provided to each member of the Union, with applicable amendments thereto.

Section 2. The Township of Stafford hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing rights:

A. The executive management and administrative control for the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible, as may be determined from time to time by the Township.

B. To make rules and procedures of conduct to use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

C. The right to make, maintain and amend such reasonable rules and regulations as the Township may from time to time deem best for the purpose of maintaining order, safety and/or the effective operations of its subdivisions.

D. To hire all employees and determine their qualifications and conditions of continued employment or assignment and promote and transfer employees.

E. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

F. To exercise its discretion with regard to the employees, as to be consistent with all of the foregoing.

G. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the 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 thereof are in conformance with the constitution and laws of the State of New Jersey and of the United States.

ARTICLE X

Hours/Schedules

Section 1. The parties understand and agree that the standard work week shall consist of eight (8) hours, Monday to Friday, forty (40) hours per week.

Section 2. All employees shall complete their work in the time allotted during the normal eight (8) hour work week.

ARTICLE XI

Overtime

Section 1. The Employer agrees that overtime consisting of time and one half (1 1/2) time shall be paid to all employees covered by this Agreement for hours worked in excess of the normal eight (8) hour day or forty (40) hour work week. No employee shall be paid overtime for work performed which was not completed in the allotted time provided during the normal eight-hour work day. The Superintendent of Public Works shall have sole discretion with respect to making any and all determinations regarding work which should have been completed during the normal eight-hour work day.

Section 2. Employees shall not be paid overtime for hours or work in excess of the normal work day unless such overtime is authorized by the Superintendent of Public Works.

Section 3. If an employee is required to work on Sunday or a holiday, he shall receive double time for all hours worked on such Sunday or holiday.

Section 4. In the event an employee is called in to duty other than his normal assignment, he shall be paid overtime at a rate of time and one half (1 1/2) for all time worked during such period. In no such case shall he be paid for less than four (4) hours, and he shall work for those four (4) hours, except when called in to duty less than four (4) hours prior to his normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day.

Section 5. The next time a vacancy occurs in the position of Landfill Checker, the regular work week will be changed to forty (40) hours.

Section 6. Emergency Work. The Township and/or the Superintendent of Public Works shall have the sole discretion as to:

A. What constitutes an emergency (unless such is governed by appropriate law);

B. The number and qualifications of employees assigned to work in an emergency situation (unless governed by appropriate statute).

Section 7. Overtime Rotation. Overtime in the Blue Collar Unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees in each classification, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list in that classification. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment he will be passed and will not be offered any other overtime assignment until his turn is reached again. If the employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment for which he is qualified. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be

permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work. All determinations as to qualifications for overtime assignments shall be at the discretion of the Superintendent of Public Works.

ARTICLE XII

Vacations

Section 1. The Township vacation plan for the 1985 and 1986 calendar years shall be set as forth below:

After one (1) year employment	Ten (10) Working Days
After two (2) years employment	Eleven (11) Working Days
After three (3) years employment	Twelve (12) Working Days
After four (4) years employment	Thirteen (13) Working Days
After five (5) years employment	Fourteen (14) Working Days
After six (6) years employment	Fifteen (15) Working Days
After seven (7) years employment	Sixteen (16) Working Days
After eight (8) years employment	Seventeen (17) Working Days
After nine (9) years employment	Eighteen (18) Working Days
After Ten (10) years employment	Nineteen (19) Working Days
After Eleven (11) years employment	Twenty (20) Working Days

Section 2. Earned vacation days may be accumulated up to a maximum total of forty-eight (48) days.

Section 3. Whenever more than one (1) employee within a job classification requests vacation at a job location, at any particular time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacations first. Employees continuously laid-off for a period of twenty-four (24) months or more shall not be entitled to recall.

Section 4. Peak-time scheduling - It is recognized that the summer months of employment are the peak work time of the Township. The peak time

period shall be from Memorial Day to Labor Day. During this period of time, one (1) employee shall be allowed to schedule one (1) week of his vacation. The employee with the most seniority who desires to schedule during this period, shall have first preference. The Superintendent of Public Works shall have full discretion regarding said scheduling as certain skills may be required as to employees needed to perform the job.

Section 5. Vacation days shall be accrued in equal monthly installments according to length of service.

Section 6. ~~Each member must utilize at least one half (1/2) of their vacation granted during that calendar year.~~ F.A.S. C.P.C.

Section 7. Should a member, due to sickness or injury for a period of one (1) continuous year, be unable to comply with Section 3, he will be exempt from that section and shall be paid for all accrued vacation over forty-six (46) days.

ARTICLE XIII

Holidays

All employees during the calendar years 1985 and 1986 are entitled to the following holidays:

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Municipal Election Day

Memorial Day

Primary Election Day
(if the Township Hall is being used for election purposes on said Municipal Election Day)

Fourth of July

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day
(if the Township Hall is not being used for election purposes on Primary Election Day)

Christmas Day

ARTICLE XIV

Hospital and Medical Insurance

Section 1. Blue Cross, Blue Shield and Major Medical

A. All employees covered by this contract shall be enrolled in the New Jersey Public & School Employees Health Benefits Act Plan of Blue Cross and Blue Shied Major Medical Series 750 or equivalent.

B. There shall be no change in the group Hospitalization Medical Plan, or any type of medical plan paid by the Township on behalf of the employees as shown above, except in the case of a new plan that is equivalent or better.

Section 2. Dental

The Township agrees to pay the full insurance premium of dental insurance for the employees and his family. The terms and conditions of this Dental Insurance are those as set forth in the policy of International Health Care Services, Lincoln National Life Insurance Company, or equivalent.

Section 3. Vision

The Township agrees to pay the full insurance premium for a vision plan dealing with eye care and eyeglasses known as Vision Service Plan of New Jersey or equivalent.

Section 4. Prescription Plan

Township agrees to pay the full insurance premium of a certain prescription plan known as "Paid Prescriptions" which insurance plan will entitle employees to reimbursement for certain prescriptions.

Section 5. Life Insurance

A. Township agrees to pay fifty percent (50%) of the cost of providing employees with an insurance policy under the Public Employees Retirement System, entitling employee to a death benefit of three (3) times his salary.

B. The employee's fifty percent (50%) contribution is at his option after one (1) year of employment with the Township.

Section 6. The benefits under the Vision and Prescription Plans set forth in C and D above shall not be retroactive but shall begin as of the time they are obtained by the Township which shall obtain same as soon as reasonably possible.

Section 7. The Township will pass an ordinance allowing employees upon retirement to continue in the benefit program at the employee's expense with individual costs the same as group rate.

ARTICLE XV

Clothing Allowance

Section 1. Each employee shall receive the following clothing allowance:

A. Each employee shall receive the sum of Two Hundred Fifty Dollars (\$250.00) by way of clothing allowance for the year 1985.

B. Each employee shall receive the sum of Three Hundred Twenty-Five Dollars (\$325.00) by way of clothing allowance for the year 1986.

C. In the event that the Township decides to provide a Uniform Service at no expense to the employees, the Township will no longer be obligated to pay the aforementioned allowances which are to be prorated as of the date said Uniform Service becomes effective.

Section 2. All employees shall properly maintain and purchase all necessary personal equipment and clothing in accordance with the rules and regulations of the Department.

Section 3. The Township will provide each employee with foul weather gear, including galoshes and rain proof gloves. The Township shall make replacement of foul weather gear after a period in which such gear wears out under normal wear and tear. The employees will be responsible for keeping gear in a usable condition subject to normal wear and tear. The Township is not obligated to replace any gear which, in its determination, may have been the object of abuse or negligence by the employee.

ARTICLE XVI

Job Classifications

Section 1. In the event an employee is assigned to perform work in a job classification higher than the classification to which he is permanently assigned immediately preceding the assignment to said higher classification, he may be paid at the higher classification provided that he has worked in said higher classification for five (5) consecutive days.

Section 2. An employee promoted to fill a higher level position which is considered permanent shall not be reduced to the lower level position after ninety (90) days except for cause. This does not apply to seasonal employment or the filling of vacancies caused by leave of absence.

Section 3. If an employee is required to work on a lower job classification less than his regular job classification, he shall receive his regular rate of pay.

ARTICLE XVII

Leave of Absence

Leaves of absence for reasonable purposes may be granted for up to one (1) year at the discretion of the Township.

ARTICLE XVIII

Salaries

Retroactive as of January 1, 1985, and through December 31, 1985, all employees covered by this agreement shall have their base hourly rates increased by six and one-half percent (6.5%) over the rates in effect as of January 1, 1984. Effective January 1, 1986, and through December 31, 1986, said employees shall have their base hourly rates increased by seven and one-half percent (7.5%) over the rates in effect as of January 1, 1985. The salary rate schedule shall be as listed in "Schedule A" attached.

ARTICLE XIX

Longevity

Section 1. Each employee covered by the agreement shall be paid, in addition to and together with his annual base salary as listed in this Article, additional compensation based upon the length of service with the Township, as fixed and determined according to the following schedule:

Commencing first day of 5th year	-	2% of employee's base salary
Commencing first day of 9th year	-	4% of employee's base salary
Commencing first day of 13th year	-	6% of employee's base salary
Commencing first day of 17th year	-	8% of employee's base salary
Commencing first day of 21st year	-	10% of employee's base salary

Section 2. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjusted rate, the pay period immediately following said anniversary date. Longevity shall be paid together with and in addition to the employee's base salary.

ARTICLE XX

Savings Clause

In the event that any Federal or State legislation, governmental regulation including Internal Revenue Service determinations or court decisions causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate any such invalidated provisions.

ARTICLE XXI

Duration

This agreement shall be in effect as of and applied retroactively to the first day of January, 1985 to and including the 31st day of December, 1986. In the event that a new written contract has not been entered into between the Employer and the Union on or before the first day of January, 1987, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 1987.

ARTICLE XXII

Probation Period

All employees shall be considered to be on probation for a period of six (6) months and may be discharged without cause during that six-month probationary period.

ARTICLE XXIII

Part-Time Employees

Part-time employees in the unit who work more than twenty (20) hours per week shall receive pro-rata benefits. Part-time employees who work less than twenty (20) hours shall not receive any benefits.

ARTICLE XXIV

Grievance Procedures

Section 1. Definitions.

A. A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.

B. Aggrieved person: An "aggrieved person" is the person or persons or the Union making the claim.

C. Party in interest: A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Section 2. Requirements.

A. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, and the specific section or sections of the Agreement involved.

B. Any Employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Union, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the Union representative in which case the Union may not be present at any stage of this procedure. However, in the event the Union is not present after final determination at Step 3, if such final

determination is made, the Union will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

C. All grievances must be presented promptly and no later than twenty (20) calendar days from the date of grievance or within twenty (20) calendar days after the grievant would reasonably be expected to know of its occurrence.

Section 3. Procedure.

Step One: Any grievance which arises after the effective date of this Agreement shall first be discussed by the aggrieved employee with his immediate supervisor. Grievances which have not been settled by the immediate supervisor to the satisfaction of the employee under the foregoing procedure within five (5) calendar days of presentation, to be considered further, must proceed to Step Two.

Step Two: If dissatisfied with the decision in Step One, to be considered further, the grievance must be appealed to the Superintendent of Public Works within five (5) calendar days of receipt of the written decision in Step One. The Superintendent of Public Works or his representative will meet with the Employee, his representative, the and representatives of the Employer as the Superintendent of Public Works may elect and attempt to resolve the grievance. A written decision will be made following the meeting by the Superintendent of Public Works or his representative and returned to the Employee and Union representative within ten (10) calendar days from its appeal to the Superintendent of Public Works.

Step Three: If dissatisfied with the decision in Step Two, to be considered further, the grievance must be appealed to the Mayor and Township Council within five (5) calendar days of receipt of the decision in Step Two. The Mayor and/or Township Council or his/its representative will meet with the Employee and/or his Union representative and the Superintendent of Public Works to discuss and attempt to resolve the grievance. Following this meeting, the written decision will be made by the Mayor and Council and returned to the Employee and Union representative within thirty (30) calendar days from its appeal to the Mayor and Council.

Step Four: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by either party within ten (10) calendar days of the date of the Employer decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

For the purpose of selecting an impartial arbitrator, the parties will meet within seven (7) calendar days from the date of appeal of the grievance to arbitration. If the parties are unable to agree on an impartial arbitrator within a seven (7) calendar-day period, the parties or party acting jointly or separately, shall request the American Arbitration Association or the New Jersey State Public Employment Relations Commission to submit a panel of five (5) arbitrators. To select an arbitrator from the panel, the parties shall alternately strike one name, with the last remaining name becoming the arbitrator.

The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared

equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be final and binding for parties of this Agreement.

Section 4. Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding management answer. Grievances not answered by management within the designated time limits in any step of the grievance procedure may be appealed to the next step within five (5) calendar days of the expiration of the designated time limits. The parties may, however, mutually agree in writing to extend the limits in any step of the grievance procedure.

Section 5. The Union shall notify the Employer in writing of the names of the grievance representatives and an alternate within thirty (30) calendar days after the effective date of this Agreement. Any changes thereto will be forwarded to the Employer by the Union as soon as changes are made.

ARTICLE XXV

Negotiations

It is hereby agreed between the parties to this Agreement that negotiations for the 1987 Contract shall be initiated on or before the 15th day of October, 1986, and that the parties hereto will schedule as soon thereafter as practicably possible a time and a place in order to discuss the terms and conditions of the 1987 Contract.

ARTICLE XXVI

No Waiver

Except as otherwise provided in this Agreement, the failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which employees are entitled by law.

ARTICLE XXVII

Completion of Agreement

This Agreement constitutes the entire collective negotiation agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled.

ARTICLE XXVIII

Bulletin Boards

The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Superintendent of Public Works.

No material offensive in nature ("offensive" to mean anything contrary to existing social morals and values) shall be posted on said bulletin boards. Violation of this provision shall result in the loss of said boards to the Union.

SCHEDULE A

	<u>1985</u>	<u>1986</u>
OPERATOR	\$ 10.32	\$23,067.20
OPERATOR LT. EQUIPMENT	9.33	20,862.40
MECHANIC	9.77	21,840.00
ASSISTANT MECHANIC	8.75	19,572.80
TRUCK DRIVER	8.58	19,177.60
BUS DRIVER	8.58	19,177.60
PART-TIME BUS DRIVER	6.30-8.06	14,081.60-18,012.80
LABORER (AFTER 1 YEAR)	8.09	18,096.00
LABORER (AFTER 6 MONTHS)	7.41	16,577.60
LABORER (START)	6.71	14,996.80
LABORER (TEMPORARY)	6.71	14,996.80
CUSTODIAN (1 YEAR)	8.09	18,096.00
CUSTODIAN (START)	6.71	14,996.80
SEASONAL TEMPORARY LABORER	4.00-6.50	8,944.00-14,539.20