

30485 STORAGE

Ocean County

15-05

THREE YEAR AGREEMENT
BETWEEN
THE
TOWNSHIP OF BERKELEY
AND
LOCAL UNION # 400
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS

11/79-12/31/81

LIBRARY
Institute of Management and
Labor Relations

MAY 21 1980

RUTGERS UNIVERSITY

I N D E X

		<u>PAGE</u>
ARTICLE I	RECOGNITION AND SCOPE OF AGREEMENT	2, 3
ARTICLE II	COLLECTIVE BARGAINING PROCEDURE	4
ARTICLE III	DUES CHECK OFF	5
ARTICLE IV	CONDUCTING ASSOCIATION BUSINESS OF EMPLOYERS TIME	6
ARTICLE V	DISCRIMINATION AND COERCION	7
ARTICLE VI	RESIDENCY REQUIREMENTS	8
ARTICLE VII	GRIEVANCE PROCEDURE	9, 10
ARTICLE VIII	ARBITRATION	11, 12
ARTICLE IX	HOURS OF WORK	13, 14
ARTICLE X	OVERTIME	15
ARTICLE XI	HOLIDAY - EMERGENCY LEAVE	16
ARTICLE XII	JURY DUTY	17
ARTICLE XIII	BEREAVEMENT LEAVE	18
ARTICLE XIV	VACATIONS	19, 20
ARTICLE XV	SICK LEAVE	21, 22
ARTICLE XVI	INSURANCE	23
ARTICLE XVII	RETIREMENT BENEFIT	24
ARTICLE XVIII	UNIFORM ALLOWANCE	25, 26
ARTICLE XIX	SALARIES	27, 28
ARTICLE XX	LONGEVITY	29
ARTICLE XXI	EMPLOYEE RIGHTS	30, 31
ARTICLE XXII	MANAGEMENT RIGHTS	32, 33
ARTICLE XXIII	BULLETIN BOARD	34
ARTICLE XXIV	FURTHER NEGOTIATIONS	35
ARTICLE XXV	SAVINGS CLAUSE	36

THIS AGREEMENT, made this 5TH day of FEBRUARY,

1980

BETWEEN: THE TOWNSHIP OF BERKELEY, a municipality in the County of Ocean, State of New Jersey, hereinafter called the "Employer",

AND: LOCAL UNION #400, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "Union".

W I T N E S S E T H :

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees. To establish a basic understanding relative to rates or pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section I:

This Agreement shall take effect January 1, 1979 and shall remain in effect until December 31, 1981, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

Section II:

(a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

Section III:

The Employer hereby recognizes the Union as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section II herein for the purposes of collective bargaining and all activities and processes relevant thereto.

Section IV:

The bargaining unit shall consist of all blue and white collar permanent employees of the Township of Berkeley,

but excluding policemen, confidentials, professionals, craft and managerial and supervisors within the meaning of the New Jersey Employer-Employees Relation Act. The parties recognize that there are disputes concerning certain titles being included or excluded from the bargaining unit. Neither party waives or restricts its right to seek and obtain a clarification from the Public Employees Relation Commission (PERC) of said titles. After the dispute has been settled or adjusted, all job titles and classifications with the salary ranges will be listed as part of this contract.

Section V:

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

Section VI:

This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

Section I:

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Employer or his designees and the Chairman of the Union unit or his designees shall be the respective bargaining agent for the parties.

Section II:

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

ARTICLE III
DUES CHECK OFF

1. The parties hereto realize that agency shop is not permitted by the laws of the State of New Jersey.

2. However, the Township shall deduct Employee's Union dues based on Chapter 233 Laws of 1969 from employees' salary, authorizing the same in writing under the following conditions:

A. Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit the dues deducted as directed on the Authorization Card.

B. The amount of monthly dues will be certified in writing by the Chairman of the Employee's Local and the amount shall be uniform for all members.

C. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions required by law have been made. They shall be deducted when pay is sufficient, in any payroll week. Payment of dues may be made by personal check to the Union if pay is not sufficient.

D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

E. A new dues deduction Authorization Card will automatically cancel any prior deduction authorization on file with the Township.

F. Dues deductions for months prior to signing this contract shall be deducted from retroactive checks for all employees wishing dues deductions, as stated above.

ARTICLE IV

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYERS TIME

Section I:

The Employer shall permit members of the Union Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with Grievance Procedure set forth herein. The Grievance Committee will be granted reasonable time to a limit of one (1) hour during duty hours without loss of pay and with prior approval of his department head or designee, and providing the conduct of said business shall not diminish the effectiveness of their department or require the recall of any other employee to bring that department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing.

Section II:

The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiation session will be set during off-duty hours.

ARTICLE V

DISCRIMINATION AND COERCION

Section I:

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 employee because of race, creed, color, national origin or political affiliation.

Section II:

Where the word "he" is used in this Agreement it shall mean both sexes.

ARTICLE VI

RESIDENCY REQUIREMENTS

Section I:

The residency requirements adopted by Resolution or Ordinance by the Township Committee, consistent with the laws of the State of New Jersey, shall apply to all employees, provided, however, that to the extent permitted by law, all Union employees as of the date of this Contract shall be exempt from the provisions thereof. In order to qualify for employment, the applicant must be a resident of Berkeley Township for twelve (12) continuous months prior to his employment. If no qualified resident is available, others may be considered for employment.

ARTICLE VII

GRIEVANCE PROCEDURE

Section I:

A grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement; or

A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the Department.

Section II:

If, at any step in the grievance procedure, Management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

Section III:

GRIEVANCE STEPS

Step 1. The Business Agent of the Union or his duly authorized and designated representative shall present in writing the grievance or grievances to the department head or his designee. The department head or his designee shall answer the grievance in writing within three (3) working days.

Step 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Union within the time set forth in Step 1, the Union shall present the grievance in writing to the Township Committee, within five (5) working days of receipt of the Step 1 answer. This presentation shall set forth the position of the Union, and at the request of either party, discussion may ensue. The Township Committee shall answer the grievance in writing within twenty-one (21) days after receipt of the grievance setting forth the position of Employer.

GRIEVANCE PROCEDURE

GRIEVANCE STEPS (continued)

Step 3. If the grievance has not been settled by the parties at Step 2 of the grievance procedure, or if no answer in writing by the Mayor and the Township Committee has been received by the Union within the time provided in Step 2, the Union may demand arbitration of the grievance within thirty (30) days as set forth in Article VIII, entitled, Arbitration, hereinafter set forth.

Section IV:

Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

ARTICLE VIII

ARBITRATION

Section I:

If a grievance is not settled under Article VII, such grievance shall, at the request of the Union or the Employer, be referred to the State Board of Mediation for the selection of an Arbitrator according to its rules.

Section II:

All submissions to arbitration must be made within thirty (30) days.

Section III:

The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement or laws of the State. He shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations or opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The

arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of Berkeley Township shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

ARTICLE IX

HOURS OF WORK - SHIFTS

Section I:

The normal work day for all clerical employees shall be seven (7) hours work between the hours of 8:00 a.m. and 4:00 p.m. with thirty (30) minutes for lunch period between 12:00 a.m. and 1:00 p.m. shall constitute the work day, five (5) such days, Monday through Friday, shall constitute the thirty-five (35) hours work week.

Section II:

The normal work day for all other employees whose titles are represented by the Union shall be: Eight (8) hours work between the hours of 7:00 a.m. and 4:30 p.m., with thirty (30) minutes for lunch period between 11:00 a.m. and 12:30 p.m., shall constitute the work week of forty (40) hours.

All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. Sundays and the following holidays, as prescribed in Article XI, or days celebrated as such shall be paid at double the straight time rate.

Section III:

When so elected by the Township, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 7:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

Section IV:

The second shift (swing shift) shall be worked between the hours of 3:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate.

Section V:

The third shift (graveyard shift) shall be worked between the hours of 11:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate.

Section VI:

A lunch period of thirty (30) minutes shall be allowed on each shift.

Section VII:

All overtime work required after the completion of regular shift shall be paid at one and one-half (1-1/2) times the "shift" hourly rate, or as prescribed in Article X.

Section VIII:

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

Section IX:

There shall be no requirement for a day shift when either the second or third shift is worked.

Section X:

A two-week notification shall be given by the employer prior to a change in shift.

ARTICLE X

OVERTIME

Section I:

An employee shall be entitled to overtime at the rate of one and one-half (1-1/2) times his regular hourly rate only after said employee has worked forty (40) hours or thirty-five (35) hours, if applicable, in any given work week. Vacation and holidays are to be considered as time worked for the purposes of this Section. When the employer requires that an employee work in excess of forty (40) hours or thirty-five (35) hours per week, depending upon which work group the employee is in, the overtime rate shall apply.

Section II:

In the event that an employee is called to duty on what is normally his off-duty hours, he shall be paid overtime at the rate herein prescribed for a minimum of four (4) hours.

Section III:

Where possible and except in the case of an emergency, a two (2) hour notification period should be given to an employee prior to his working overtime.

Section IV:

Availability and overtime worked shall be posted by the department head or his designee. Overtime shall be offered on a rotating basis so as to eliminate any possible favoritism to any particular employee within a given job classification.

Section V:

The foregoing shall be subject, however, to any State or Federal Law or Regulation which may now or in the future be enacted to the contrary.

ARTICLE XI
HOLIDAY LEAVE

Section I:

The following shall be recognized as Holidays:

New Years Eve (half-day)	Election Day
New Years Day	Columbus Day
Washington's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve (half-day)
July 4th (Independence Day)	Christmas Day
Labor Day	Martin Luther King's Birthday

Section II:

The above mentioned Holidays shall be included in the employees regular pay period.

Section III:

Employees shall be entitled to personal leave of up to three (3) days per year with pay.

ARTICLE XII

JURY DUTY

Any employee who is absent from work because of jury duty or appearing as a witness on behalf of the Township, upon proper evidence of same being presented to the Township Committee shall receive full pay;

However, all jury pay shall be turned over to the Township.

ARTICLE XIII

BEREAVEMENT LEAVE

Each employee may be granted six (6) days leave with pay upon death of a member of his immediate family. The first three (3) days of said six (6) shall be granted. The remaining three (3) days of the six (6) may be granted at the discretion of the Township Committee. Said days shall not be charged against sick leave or vacation time. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law and grandparents of employee and spouse.

ARTICLE XIV

VACATIONS

Section 1:

Each employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular rate of pay.

LENGTH OF EMPLOYMENT

VACATION TIME

During the first year

1 day per month

Beginning the second year to four (4) complete years of service

12 days

Beginning the fifth year to nine (9) complete years of service

18 days

Beginning ten (10) years of service

20 days

Eligibility for vacation shall be computed as of the first day of the month in which the individual member of the Union was hired. Vacation time shall not be accumulative from year to year, however, the Township Committee recognizes a need might arise for an individual to carry over a given amount of vacation time from one year to the next. The Employer shall grant any individual member an opportunity to appear before the Township Committee with a special request for the carry-over of a maximum of one (1) year's vacation under specific individual circumstances. The Township Committee reserves the right to either approve or deny the request based solely upon the Committee's discretion. However, no employee shall lose vacation time by virtue of being required to work

during his or her scheduled vacation. All requests for vacation or leave of absence shall be acted and decided upon within fifteen (15) days.

ARTICLE XV

SICK LEAVE

Section I:

Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

Section II:

All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of employment he will be granted one (1) day for each month of complete service of full-time employment. From the beginning of employee's second year of employment he will be granted fifteen (15) days of sick leave per year.

Section III:

(a) If an employee is absent for reasons that entitle him to sick leave, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.

(b) Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(c) Absence without notice for five (5) consecutive days shall constitute a resignation.

Section IV:

(a) An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

1. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) 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 absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. The employee's department head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

(b) In case of leave or absence due to exposure of contagious disease a certificate from the Department of Health shall be required.

(c) The department head 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 Berkeley Township Committee, by a physician designated by the Committee. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health and safety of other employees.

(d) Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XVI

INSURANCE

Section I:

The Township shall secure accident and liability insurance for all employees to provide a defense for all actions brought against an employee by a third party as a result of Township employment.

Section II:

The Employer shall provide to all employees covered by this Agreement and their families an insurance plan equal to, or better than, the 750 series Blue Cross/Blue Shield plan, including Rider J and major medical benefits. The premiums shall be paid for by the Township.

Section III:

The Employer shall maintain in full force and effect, Worker's Compensation Insurance for all employees covered by this Agreement.

Section IV:

The Employer will provide to all employees covered by this Agreement effective January 1, 1979, a prescription drug plan which will be \$1.00 co-pay with the Township of Berkeley. The premium for the plan selected will be paid for by the Township.

Section V:

The insurance coverage provided herein is subject to availability within the insurance industry.

ARTICLE XVII

RETIREMENT BENEFIT

Section I:

It is agreed that, at the time of retirement, the Township will purchase back all accumulated unused sick days of any employee covered by this Agreement.

Section II:

Payment shall be either in a lump sum at the rate of pay he or she is receiving at the time of retirement, or continued salary until said amount due is satisfied in full, at the option of the employee.

Section III:

For the purpose of this Article, Retirement shall mean separation from service with the Township for other than disciplinary reasons, either having reached the required years of service or having reached the required age in accordance with the Public Employees Retirement System.

ARTICLE XVIII
UNIFORM ALLOWANCE

Section I:

The Township shall provide the following uniforms for all blue collar employees:

Three (3) Summer weight shirts;

Three (3) Winter weight shirts;

Three (3) trousers;

One (1) heavy jacket;

One (1) light weight jacket;

Two (2) coveralls;

One (1) pair steel tip shoes (high or low);

One (1) pair slush boots;

One (1) pair safety glasses;

Rain gear;

Gloves:

- Road Department - One (1) pair every two (2) months;

- Sanitation Department - One (1) pair per month;

- Parks Department - One (1) pair every two (2) months.

Section II:

All blue collar employees shall be required to wear their uniforms while on duty.

Section III:

All blue collar employees shall receive a uniform maintenance allowance in the form of a seventy-five (\$75.00) Dollar credit for each year of this Agreement, provided, however, that Dispatchers shall receive a minimum allowance

of One Hundred (\$100.00) Dollars for each year of this Agreement. Said employees may utilize above allowances for either maintenance or replacement of uniforms as specified in Section I of Article XVIII, as they deem necessary. In order to receive credit, proof of purchase must be presented to the employees' department head. Foul weather gear shall be maintained outside the above clothing allowances, provided, however, that foul weather gear shall be replaced upon approval by the department head where the employee demonstrates to the satisfaction of the department head the need for replacement.

Section IV:

All employees whose duties call for outdoor work in any weather at the construction sites or elsewhere shall be allotted the clothing allowance in Sections I and II of this Article.

Section V:

All employees working in hazardous areas shall be provided with safety glasses, prescription if needed.

ARTICLE XIX

SALARIES

Section I:

For the year 1979 all bargaining unit employees compensated on an annual basis or an hourly basis will receive an additional Eight Hundred (\$800.00) Dollars above their present rate of pay as per the 1978 Salary Ordinance.

Section II:

For the year 1980 all bargaining unit employees compensated on an annual basis or an hourly basis will receive an additional Eight Hundred Seventy-Five (\$875.00) Dollars above their rate of pay as set forth in Section I of this Article.

Section III:

For the year 1981 all bargaining unit employees compensated on an annual basis or an hourly basis will receive an additional Nine Hundred (\$900.00) Dollars above their rate of pay set forth in Section II of this Article.

Section IV:

Each job classification shall contain a salary range, which range shall be adequate to encompass the salary increases for individual employees set forth in this Article.

Section V:

A merit system shall be implemented as of January 1, 1980. Each employee shall be evaluated once each year by the Department Head. All employees satisfactorily evaluated shall receive a minimum merit increase of One Hundred Fifty (\$150.00)

Dollars per year.

Section VI:

Evaluations shall be in accordance with Civil Service Rules, Regulations and Guidelines.

Section VII:

When an employee is required to work in a job title other than his designated title for a period of more than three (3) consecutive weeks, if the said job title has a higher range of compensation, then that employee shall be compensated in accordance with said range of compensation, but in any event, in excess of his designated rate of compensation.

ARTICLE XX

LONGEVITY

Section I:

Each employce shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuous employment in the Township of Berkeley in accordance with the following schedule:

- (a) Upon completion of five (5) years of service, \$300.00 to be added to base salary;
- (b) Upon completion of ten (10) years of service, \$500.00 to be added to base salary;
- (c) Upon completion of fifteen (15) years of service, \$700.00 to be added to base salary.

Section II:

Each employce shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

Section III:

Longevity pay shall be paid once per year on November 30th of every year, or the pay period nearest to same.

Section IV:

Seniority shall be based on Title Four of the Civil Service Rules.

ARTICLE XXI
EMPLOYEE RIGHTS

Section I:

Any employee shall have the right to have a Union representative accompany him in all disciplinary procedures filed against him by his department head or the Township.

Section II:

The Township Committee agrees that temporary assignments shall not exceed a period of sixty (60) days..

Section III:

All disciplinary proceedings filed against any employee by his department or the Township shall only be for just cause and in accordance with R.S. Title Two (Civil Service). No notices of this action shall be made or posted publicly.

Section IV:

Each employee has the right to review his personnel folder. All requests for review shall be submitted in writing to his department head and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the individual's personnel folder will be open to examination by the employee and his immediate supervisor only, except such material which, by legislation, is considered to be of a confidential nature and not to be released by the Employer.

Section V:

An employee shall be provided with a copy of a specific rule or regulation of his department or the Township.

Section VI:

The Union has the right to appoint Stewards at any shop and/or job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay, to see that the terms and conditions of this Agreement are observed at his shop or on his job, provided, however, the routine operations of the department in question shall not be interfered with. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

ARTICLE XXII
MANAGEMENT RIGHTS

Section I:

The Township maintains the exclusive right to direct the work force of employees and the operations of the various departments. This shall include, but not be limited to:

- (a) Direction and operation generally;
 - (b) Type of work to be performed (within title);
 - (c) Work assignments (within title);
 - (d) Machinery, tools and equipment to be used;
 - (e) Shift schedules;
 - (f) Hours of work (within the Agreements contained herein);
 - (g) Hire, promotions, discharge, demotions and disciplinary action against employees, all in accordance with Title Two (Civil Service);
 - (h) Making, drafting and enforcing rules and regulations governing the same and safety of its employees.
- All of the above shall be based upon employee seniority.

Section II:

1. The Township may establish and enforce reasonable rules and regulations which do not conflict with this Agreement for department operations and conduct of personnel thereof and maintenance of discipline. Copies of such rules and regulations shall be furnished to the employees' Union and shall be posted on various bulletin boards.

2. The employees shall comply with such rules and

MANAGEMENT RIGHTS (Continued)

regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the employee's Union believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the employee's Union may treat the order or instruction as a grievance which should be handled in accordance with the Grievance Procedure set forth previously in this Agreement.

ARTICLE XXIII

BULLETIN BOARD

Section I:

Four (4) bulletin boards will be made available to employee's Union for the purpose of posting employee Union matters relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the employee's Union and of general employee's Union activities. Union members shall not post any materials containing any profane or obscene matter or be defamatory of any individual.

ARTICLE XXIV
FURTHER NEGOTIATIONS

Section I:

During the month of October, 1981, at the request of either party a meeting may be called at a mutually agreed time and place for the purpose of effecting, if possible, a new or continuation of the within Agreement, commencing the 1st day of January, 1982.

ARTICLE XXV
SAVINGS CLAUSE

Section 1:

Should any provision or application of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

IN WITNESS WHEREOF, the parties hereto have set
their hands and seals this 5TH day of FEBRUARY, 1980.

Attest:

Constance Lewis

Clerk

TOWNSHIP OF BERKELEY

By:

James M. [Signature]
Mayor

Attest:

Richard C. [Signature]

Unit 400.2 President

LOCAL UNION #400,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
BERKELEY TOWNSHIP

By:

[Signature]
Business Agent