

1081

AGREEMENT

Between

TOWNSHIP OF LOPATCONG

AND

AUTOMATIC SALES, SERVICEMEN AND ALLIED WORKERS

Affiliated with

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF  
AMERICA

January 1, 2002 through December 31, 2004

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ARTICLE I

RECOGNITION

The Township recognizes the Union as the exclusive collective negotiations agent for only the full-time employees of the Public Works Department of the Township, excluding craft employees, mechanics, supervisors within the meaning of the Act, managerial executives, and clerical employees and all other employees of the Township. Full-time employees shall be defined as thirty (30) hours or more per Week worked on a regular basis.

ARTICLE II

UNION RIGHTS

Employees shall have the right to organize, join and support the union for the purposes of engaging in collective negotiation or to refrain from doing same. Employees shall not be discouraged, coerced or discriminated against by the Township or the Union with respect to hours, wages or any term or condition of employment by reason of membership or non-membership in the Union or participation or non-participation in any lawful activities.

### ARTICLE III

#### 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 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, the following rights:

1. 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, subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees provided such employees have the qualifications and ability to perform the necessary work.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to the 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 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 hereof are in conformance with the Constitution and the laws of New Jersey and of the United States and ordinances of the Township of Lopatcong.

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

## ARTICLE IV

### WORK HOURS, OVERTIME, HOURLY RATE AND CALL-IN

#### A. WORK HOURS

1. The normal work week for the Public Works Department shall consist of five (5) consecutive days of eight (8) hours each, for a total of a forty (40) hour work week, Monday through Friday, inclusive.

2. The work hours for the Public Works Department shall be 7:00 a.m. to 3:30 p.m., with an unpaid lunch period of one-half (1/2) hour.

#### B. OVERTIME

1. Time and one-half (1½) the employee's regular straight-time rate of pay shall be paid for all hours worked by an employee in excess of forty (40) hours in any work week.

2. After eight (8) consecutive hours of regular work, an employee who is required to continue to work will be paid for the hours beyond eight (8) consecutive hours at the rate of one and one-half (1½) times the regular straight time rate of pay for the next eight (8) hours, all such hours worked beyond the sixteen (16) consecutive hours until the job is completed or the employee is released to go home, shall be paid at the rate of two (2) times the regular straight time rate of pay, (i.e., the first eight (8) hours, regular pay, second eight (8) hours, one and one-half (1½) times the regular pay, and all hours thereafter, two (2) times the regular pay, until released.)

3. Where practicable, and except for snow emergency calls, overtime will be distributed as equitably as possible on a rotational basis provided the employee has the ability perform the work required.



C. CALL-IN TIME

An employee called in to work at a time other than normally scheduled hours shall be paid at the rate and for the minimum hours noted below provided such time is not contiguous to the employee's work day:

1. Monday through Saturday – time and one-half (1½) regular straight time rate of pay for a minimum of three (3) hours.

2. Sundays, New Year's Day, Memorial Day, Thanksgiving Day and Christmas Day – two (2) times regular straight time rate of pay for a minimum of three (3) hours.

3. All other holidays recognized in Article VIII – time and one-half (1½) regular straight time rate of pay for a minimum of three (3) hours.

4. In the event any of the time noted above is contiguous to the employee's regular work day, the employee will receive overtime pay only for the hours actually worked with no minimum hours required.

D. The Township may at its option on an experimental basis institute a work week consisting of four (4) consecutive days of ten (10) hours each, for a total of a forty (40) hour work week, Monday through Friday, inclusive. The Union will be notified at least one (1) week prior to the institution or termination of the forementioned schedule. During the period that the four (4) day work week is in operation, all fringe benefits awarded on the basis of "days" will be adjusted appropriately, (i.e., an employee with 15 sick days at eight (8) hours per day one hundred and twenty (120) hours would be entitled to twelve (12) days at ten (10) hours or one hundred and twenty (120) hours.)

ARTICLE V

SALARIES AND LONGEVITY

A. SALARY SCHEDULE

Salaries for all employees covered by this agreement shall be in accordance with Schedule A and Schedule B. However, while there are salaries set forth in Schedule A and Schedule B for calendar years 2003 and 2004, they are tentative in nature and are subject to a wage reopener which the Township can exercise for calendar year 2003 by December 31, 2002 and calendar year 2004 by December 31, 2003.

B. LONGEVITY

Longevity pay shall be paid at the rate of \$400.00 for every five (5) years of service to be ascertained by the date of permanent Civil Service status for calendar year 2002 and 2003. Effective 2004, longevity pay shall be paid at \$500.00 for every five (5) years of service to be ascertained by the date of permanent Civil Service status. A separate check for longevity pay will be provided to each employee at their anniversary date.

## ARTICLE VI

### UNION SECURITY AND PROBATIONARY PERIOD

#### A. UNION SECURITY:

Any permanent employee in the bargaining unit on the effective date of this Agreement or on the date upon which this Agreement is signed (whichever is later) who does not join the Union within thirty (30) days thereafter, and any future permanent employee who does not join within thirty (30) days of initial employment within the unit shall, as a conditional employment, pay a representation fee to the Union.

1. 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.

2. The Union agrees that it has established a procedure by which a non-member employee in the unit can challenge the representation fee as provided in N.J.S.A. 34:13A-5.6. In the event that challenge is filed, the deduction of the representation fee shall be held in escrow by the Township pending final resolution of the challenge.

#### B. PROBATIONARY PERIOD:

Any employee shall begin their probationary (working test) period on the date of regular employment (see N.J.A.C. 4A:1-1.3). The working test period shall not include any time served by an employee under provisional, temporary, interim or emergency appointment. The probationary (working test) period shall be a period of three (3) months of active service. The Township shall prepare a progress report on the employee at the end of two (2) months and a final report at the conclusion of the working test period. An approved leave of absence, including a furlough extension leave or a voluntary furlough, shall extend the completion of the working test period for a period of time equal to that leave or voluntary furlough.

C. TEMPORARY EMPLOYEES:

Employees hired for summer, seasonal or special help in the course of the year are not required to become members of the Union, because they will be temporarily employed for no longer than ninety (90) days.

**ARTICLE VII**

**VACATIONS**

A. Vacations for all full-time employees shall be based upon the date of hire:

1. Employees hired prior to December 31, 1993:

<u>Years of continuous service</u>	<u>Length of Vacation</u>
1 Year, but less than 4 years	12 Days
4 Years, but less than 8 years	16 Days
8 Years, but less than 16 years	20 Days
16 Years, but less than 21 years	25 Days
21 Years and over	30 Days

2. Employees hired after January 1, 1993:

<u>Years of continuous service</u>	<u>Length of Vacation</u>
1 through 5 years	12 Days
6 through 12 years	15 Days
13 through 20 years	20 Days
21 <sup>st</sup> year and beyond	25 Days

B. The anniversary date of the last hire date shall be the cutoff date for the purpose of qualifying for vacation entitlement.

C. Vacations shall be scheduled by March 31<sup>st</sup> in one (1) week blocks and shall be taken between June and September. Any vacation days not scheduled during the aforementioned months may be taken with at least seventy-two (72) hours' notice. All vacations are subject to prior approval by the Township.

D. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

**ARTICLE VIII**

**HOLIDAYS**

A. The following are recognized paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday (3<sup>rd</sup> Monday in February)
4. Good Friday
5. Memorial Day (4<sup>th</sup> Monday in May)
6. Independence Day
7. Labor Day
8. Columbus Day (2<sup>nd</sup> Monday in October)
9. Election Day (General Election only)
10. Veteran's Day
11. Thanksgiving Day
12. Friday following Thanksgiving Day
13. Christmas Day

B. Holidays designated above which officially fall on a Saturday shall be celebrated on the Friday before.

C. Holidays designated above which officially fall on a Sunday shall be celebrated on the Monday after.

ARTICLE IX

SICK LEAVE, PERSONAL LEAVE, BEREAVEMENT LEAVE

A. SICK LEAVE:

1. Sick leave is defined as the absence from duty of an employee who because of personal illness, exposure to contagious disease, attendance upon a member of immediate family who is seriously ill and requires the care or attendance of such employee.

2. A member of the employee's immediate family shall be limited to husband, wife, son or daughter, Mother, Father, Brother or Sister and Mother-in-law, Father-in-law.

B. Employees covered by this agreement shall be entitled to sick leave as follows:

1. (a) New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month and one-half (1/2) working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.

(b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Thereafter, in the next calendar year, in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

<u>Years of service</u>	<u>No. of Sick Days</u>
2 Years, but less than 6 years	15
6 Years, but less than 11 years	16
11 Years, but less than 16 years	17
16 Years, but less than 21 years	18
<b>21 Years, but less than 26 years</b>	<b>19</b>
26 Years and over	20

2. Reporting of absence on sick leave – if an employee is absent for reasons that entitle use of sick leave, the employee must call the town garage and notify the supervisor prior to the employee's starting time.

3. Verification of sick leave -

a. An employee who has been absent on sick leave for five or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

b. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have their sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

c. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

d. In case of leave of absence due to exposure to contagious disease, a certification from the department of health shall be required.

e. The appointing authority may require an employee who has been absent because of personal illness, as a condition of return to duty, to be examined, at the expense of the agency, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing normal duties and return will not jeopardize the health of other employees.

4. Accumulation of Sick Leave: Unused sick leave may be accumulated and paid at retirement, or early retirement, not to exceed one hundred twenty (120) days. Unused sick leave may also be paid to an employee leaving the Township for any reason except discharge for cause.



5. Record Keeping of Sick Leave: The record keeping of sick leave accumulation shall be the function of the Township Clerk's Office. The records shall indicate sick days that are accumulated to date and sick days taken to date. Each employee has a right upon reasonable request to the verification of sick leave accumulation. This request shall be made to the employee's department head.

6. Injury at Work: No employee shall suffer any loss of sick days or be charged with sick days if injured in a work-related accident.

C. PERSONAL LEAVE:

1. The Township understands that it is not always possible to take care of important business outside of working hours. Therefore, personal leave may be granted in accordance with the provisions noted below.

a. Employees hired prior to December 31, 1992 may take up to three (3) days per year for personal leave at the employee's straight time rate of pay.

b. Employees hired after January 1, 1993 may take one (1) day per year for personal leave at the rate of the employee's straight time rate of pay.

2. The employee must first make a request to the supervisor for said personal leave giving reason for the leave. All requests are subject to the approval of the supervisor. The personal leave may not be accumulated from year to year or used to extend a vacation.

3. Examples of reasons for which personal leave may be granted include: closing on a house, a medical appointment which cannot be scheduled outside of work hours, emergency illness at home, absence for a death not covered under the bereavement leave article and religious holidays.

D. BEREAVEMENT LEAVE:

Employees covered by this agreement shall suffer no loss of regular straight-time pay, up to the maximum number of consecutive days noted below, one (1) of which shall be the day of death or the day of the funeral of the member of the family:

<u>Relative</u>	<u>Amount of Leave</u>
Parent, Spouse or Child	Five (5) days
Mother-in-law or Father-in-law	Five (5) days
Grandparent, Brother or Sister	Three (3) days
Brother-in-law or Sister-in-law	Three (3) days
First Cousins	Three (3) days
Aunt or Uncle	Three (3) days

**ARTICLE X**

**LEAVE OF ABSENCE**

A. An unpaid leave of absence up to a maximum of ninety (90) days may be granted upon the recommendation of the employee's department head and approval of the Township Council, provided that in the opinion and discretion of the Township Council such leave will not interfere with the efficient operation of the department.

1. The employee requesting a leave of absence shall submit such request to his department head, in writing with reasons for the leave.

2. All such leaves of absence which are granted shall be without loss of seniority status and without pay. However, employees on leave of absence will not accrue seniority while on such leave.

3. Furthermore, vacation and sick leave, as well as any other benefits provided for in this Agreement, shall not be accrued nor compensated for during the leave of absence.

B. It is understood that no individual on leave of absence will be gainfully employed by any other employer or self-employed. Any violation of this understanding may result in an immediate termination of the leave of absence and discharge of the employee.

C. In unusual circumstances and solely at the discretion of the Township Council, a leave of absence may be extended for up to a maximum of an additional ninety (90) days.

**ARTICLE XI**

**JURY DUTY**

A. If selected to serve on either a Petit or Grand Jury, employees shall be excused from work so they may serve on same. During the period of time the employee is performing this public service, the employee shall be entitled to collect full salary and, in addition, may keep the monies paid to each juror by the courts.

B. At the termination of jury duty, the employee will have the Township Clerk's Office or other officer of the court certify and attest to the total number of days actually served on jury duty. Said form shall be provided to the employee through the office of the Township.

C. There shall be an understanding by and between the Township and the members of Local 575 that in the event the Township can have the members exempted from serving jury duty they may do so.

**ARTICLE XII**

**TRAINING**

A. In-service training may be made available to all employees covered herein as scheduled by the department head, supervisor or appropriate designee.

B. In-service training is defined as any time allocated by the department head, supervisor or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employee.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the department head and having the grievance adjusted without the intervention of the union.

#### B. DEFINITION

The term "grievance", as used herein, means any controversy arising over the interpretation or adherence to the terms and conditions of the Agreement and may be raised by an individual, the Union or the Authority.

#### 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: The moving party shall present the grievance in writing signed by the aggrieved to the Councilman in charge of the department within five (5) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Councilman in charge of the department or designee shall make whatever additional investigation necessary and shall, within five (5) calendar days after presentation of the grievance, give a decision.

## STEP TWO – ARBITRATION

a. In the event the grievance has not been resolved at Step One, the Local Union may refer the matter to arbitration, within ten (10) calendar days. The arbitrator shall be chosen in accordance with the rules of the New Jersey Mediation Board.

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

c. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

d. The arbitrator shall set forth the findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding subject to the provisions of law.

e. The cost of the services of the arbitrator shall be borne equally between the Township and the Union, if necessary. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. A grievance shall be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when the time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.

## ARTICLE XIV

### NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement 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 any employees from his or her 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.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, i.e., a "wildcat strike" or any job action identified above, the Township agrees that there shall be no liability on the part of the International or Local Union, or any of their officers or agents, provided that the Union promptly orders its member to return to work. Failure of employees to return to work after being ordered by the Union shall be cause for dismissal.

D. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

E. 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 the law, or in equity for injunction or damages or both in the event of such breach by the Union.



**ARTICLE XV**

**DISCHARGE AND DISCIPLINE**

A. The Township and/or its representative will have the right to discharge, suspend or discipline an employee for just cause.

B. In the case of suspension or discharge, the Township, through the Township Clerk, will notify the Union in writing within five (5) working days of such action.

C. The Union may contest only discipline in excess of three (3) days' suspension through the grievance procedure. The Union shall notify the Township through its Clerk of its intent to contest within five (5) working days of the receipt of the notice of suspension or discharge.

D. In the event the Township imposes discipline of two (2) days or less, the Union may request that the matter be discussed with the two (2) councilmen designated by the Township, one (1) of whom shall be head of the Department or his designee. Such discipline will not be subject to the grievance procedure.

**ARTICLE XVI**

**MEDICAL COVERAGE**

A. The Township agrees to furnish Hospitalization, Medical and Surgical Insurance to its employees and their eligible dependents at no cost to said employees. A major medical program shall also be provided at no cost to the employees. However, on a trial basis, through December 31, 2002, all members of the bargaining unit shall enroll in the Ameri Health Personal Choice Insurance Plan (PPO). The parties agree to reopen the health insurance coverage issue in December 2002 for the purpose of discussing whether the unit will participate in the new PPO plan or revert back to the Traditional Plan.

B. The Township may, at its option, self-insure or change any of the foregoing plans or carriers so long as substantially similar benefits are provided.

C. The Township of Lopatcong Council agrees to consider co-pay Dental Plan at group rate via payroll deduction for D.P.W. employees.

**ARTICLE XVII**

**LIFE INSURANCE**

The Township will provide, in accordance with its present practice, at the Township's cost and expense and without cost to the employees, a life insurance policy in the face amount of twenty thousand (\$20,000.00) dollars per employee.

**ARTICLE XVIII**

**UNIFORMS**

A. **CLOTHING ALLOWANCE**

The Township will provide each employee with a clothing allowance in the amount of three hundred fifty (\$350.00) dollars per year, by establishing an account upon which the employee can draw for work clothing designated by the Township at a local uniform store.

B. **RAIN GEAR AND GLOVE**

Rain gear and gloves will be provided to employees whose work or working conditions requires them to have these items and the furnishing of these items will not be included in the clothing allowance noted above.

**ARTICLE XIX**

**DUES CHECKOFF**

A. Upon receipt by the Township of written authorization and assignment by a member covered by this Agreement in the form agreed upon between the Township and Union and consistent with applicable State law, and which shall call for the deduction from the wages of such member or monies for payment to the Union of membership dues (and initiation fee if a new member), which shall be uniform, the Township thereafter will deduct from the first (1<sup>st</sup>) pay each month of each member during the full term of this Agreement and any extension or renewal thereof and during the existence of such assignment, periodic Union dues (and initiation fee if a new member or representation fee).

B. The Township will promptly remit monthly any and all amounts so deducted to the Secretary-Treasurer of the Union at its office address, 1034 Salem Road, P.O. Box 776, Union, New Jersey 07083, provided the Union shall previously have notified the Township of the amount of dues and initiation fees to be deducted and shall have furnished the Township with signed voluntary written assignment of each member whose dues and/or initiation fees are to be deducted.

C. The Union shall indemnify and save harmless the Township against any and all claims, demands, suits or other forms of liability by reason of action taken by the Township in reliance upon signed authorization cards furnished to the Township by the Union and in compliance with the provisions of this Article.

**ARTICLE XX**

**MEAL ALLOWANCE**

A. If an employee works through any meal, they shall receive an allowance for that meal, in accordance with the Township's Administrative Meal Policy.

B. For every six (6) consecutive hours, after a normal shift, until the end of the employee's working time they shall receive a meal allowance of \$6.50.

**ARTICLE XXI**

**TEAMSTERS LOCAL 575 WELFARE FUND**

A. The Township shall pay into the Teamsters Local 575 Welfare Fund, hereinafter referred to as the "Fund", 1034 Salem Road, Union, New Jersey 07083, on behalf of its full-time employees covered by this Agreement, upon the completion of their probationary employment, the amount noted below per employee who performs five (5) days of work in any one (1) month subject to the terms and provisions of the plan and the Trust Agreement covering the Fund, as follows: Effective January 1, 1993, the amount of twenty-seven (\$27.00) dollars per month.

B. Holidays with pay, vacation with pay, compensable injury absence up to and including thirteen (13) weeks and any other absence from work which pay is given or awarded by an arbitrator or judgment of the court, and any other absence for which pay is given by the Authority, shall be deemed to be time worked for the purpose of this Article.

C. Employees and eligible dependents shall be entitled to the benefits provided under the Plan coverage for the amount contributed in their behalf.

D. Employees and eligible dependents shall become eligible for benefits six (6) months after their date of hire, but in no event earlier than seven (7) months after the effective date of this Agreement.

E. The aforesaid contribution by the Township shall purchase certain dental and other benefits in accordance with the rules and procedures of the Fund and within the discretion of the Trustees thereof.

**ARTICLE XXII**

**SENIORITY**

A. The seniority of an employee is defined as the length of continuous service as a Township employee dating back to the last date of hire.

B. Once a year, the Township shall prepare and forward to the Union a seniority list of employees by classification and by length of service with the Township. Seniority lists shall be updated when necessary and shall be posted on the bulletin board showing the employee's name, classification and seniority dates.

C. Seniority shall terminate: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure of an employee to accept recall within one (1) working week's notice of recall from the Township.

D. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoff and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be considered in designating the employees to be affected.

E. In the event of layoff and rehiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided, in the judgment of the Township, the more senior employee is able to do the available work in a satisfactory manner, and provided further the employee has the proper qualifications.

F. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address on Township records. Recall notice shall not require return to work any earlier than two (2) weeks from the date of the notice.



**ARTICLE XXIII**

**SEPARABILITY AND SAVINGS**

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 effected and shall continue in full force and effect.

**ARTICLE XXIV**

**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 terms 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 of 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 executed by both parties.

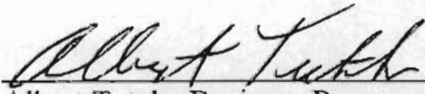
ARTICLE XXV


TERM OF AGREEMENT

This Agreement shall take effect from January 1, 2002 and shall remain in force and effect through December 31, 2004 and from year to year thereafter unless either party shall give notice in writing no sooner than one hundred and twenty (120) days nor no later than ninety (90) days in advance of the expiration date of this Agreement, or the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter-proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Article.

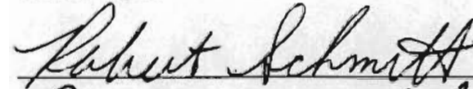
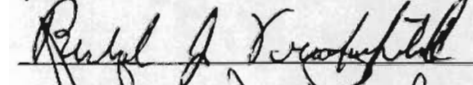
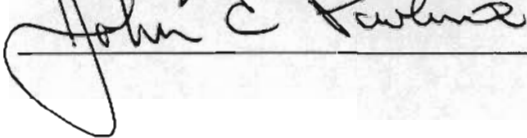
FOR THE UNION

FOR LOPATCONG TOWNSHIP

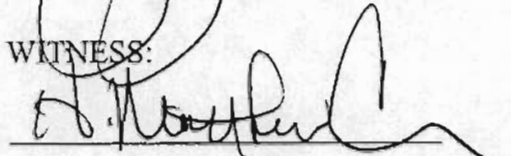
  
Albert Tutela, Business Representative

  
Douglas J. Steinhardt, Mayor

WITNESS:

WITNESS:

  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**

**SALARIES**

**(FOR ALL EMPLOYEES HIRED ON OR BEFORE JANUARY 1, 2002)**

<b><u>SALARIES</u></b>	<b><u>2002</u></b>	<b><u>2003</u></b>	<b><u>2004</u></b>
Repairer from starting date through two (2) years of service	\$17.31	\$17.87	\$18.45
Repairer over two (2) years through four (4) years of service	\$19.93	\$20.58	\$21.25
Repairer over four (4) years of service	\$23.62	\$24.39	\$25.18
Equipment operator from starting date through two (2) years of service	\$20.46	\$21.12	\$21.81
Equipment operator over two (2) years through four (4) years of service	\$22.07	\$22.79	\$23.53
Equipment operator over four (4) years of service	\$24.46	\$25.25	\$26.07
Assistant Public Works Supervisor	\$25.60	\$26.43	\$27.29
Public Works Supervisor	\$26.67	\$27.54	\$28.44
*Acting Public Works Supervisor	\$.89/hr.	\$.92/hr.	\$.95/hr.

\*Note: When the position of Public Works Supervisor and/or Assistant Public Works Supervisor is vacant because of absence, the senior member of the Department will assume the duties and receive the additional hourly pay noted above.

SCHEDULE B

SALARIES

(FOR ALL EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2002)

<u>SALARIES</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Repairer from starting date through two (2) years of service	\$14.27	\$14.27	\$14.27
Repairer over two (2) years of through four (4) years of service	\$16.43	\$16.43	\$16.43
Repairer over four (4) years of service	\$19.47	\$19.47	\$19.47
Equipment operator from starting date through two (2) years of service	\$16.87	\$16.87	\$16.87
Equipment operator over two (2) years and less than four (4) years of service	\$18.20	\$18.20	\$18.20
Equipment operator over four (4) years of service	\$20.18	\$20.18	\$20.18
Assistant Public Works Supervisor	\$21.11	\$21.11	\$21.11
Public Works Supervisor	\$21.99	\$21.99	\$21.99
*Acting Public Works Supervisor	\$.73/hr.	\$.73/hr.	\$.73/hr.

\*Note: When the position of Public Works Supervisor and/or Assistant Public Works Supervisor is vacant because of absence, the senior member of the Department will assume the duties and receive the additional hourly pay noted above.