

Contract no. 13984

A G R E E M E N T

Between

TOWNSHIP OF UNION

HUNTERDON COUNTY, NEW JERSEY

and

LOCAL 866, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 1991 through December 31, 1992

GERALD L. DORF, P.C.
2376 St. Georges Avenue
Rahway, New Jersey 07065

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PREAMBLE

This AGREEMENT entered into this day of December, 1991, by and between the TOWNSHIP OF UNION, in the County of Hunterdon, New Jersey (hereinafter "the Township"), and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 866 (hereinafter "the Union"), with offices located at 743 Main Avenue, Passaic, New Jersey 07055, represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the Union as the sole and exclusive collective negotiating agent and representative for all full-time blue collar workers employed by the Township's Department of Public Works (hereinafter "the Department"), but excluding all office clerical, watchmen, guards, police employees, fire employees, craft employees, professional employees, confidential employees, managerial, executive and supervisory employees and all other employees within the meaning of the New Jersey Employer-Employee Relations Act (hereinafter "the Act").

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

UNION BUSINESS

A. The Township agrees, with prior approval, to permit authorized representatives of the Union to enter the premises of

the Township for the purpose of ascertaining whether the Agreement is being violated or to assist in the processing of grievances, provided, however, that such business does not interfere with the operation of the Township.

B. The Union Steward will be permitted time to process grievances during working hours, provided that such business does not interfere with the operations of the Township. The Steward will also be permitted to assist in collective negotiations, provided that the negotiating sessions are previously and mutually agreed upon.

C. the Union agrees that it will provide to the Employer in writing, the the name of the employee designated as Steward and, if applicable, the name of the employee designated as the alternate Steward.

ARTICLE III

BULLETIN BOARDS

A. The Township agrees to provide one (1) bulletin board at the work location of bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on bulletin boards.

B. All material posted on said bulletin boards must be on official Union letterhead, or must be signed by the Steward. No material of a derogatory nature concerning the Township, its officials, or any of its employees shall be posted on the bulletin board. Furthermore, the Union agrees that it shall be its responsibility to promptly remove any and all derogatory materials.

ARTICLE IV

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

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

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

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

B. Definition

The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union on behalf of an individual or

individuals, or the Township. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder, shall be pursuant to the grievance and arbitration procedure.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievances, which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

An aggrieved employee or employees of the Township shall institute action in writing under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to file a grievance within ten (10) calendar days shall constitute an abandonment of the grievance. The supervisor shall render a decision within ten (10) calendar days after the receipt of the grievance, or at such other time as is mutually agreed.

Step Two

If the grievance is not settled at Step One, the grievant may make a request for a second step meeting within ten (10) calendar days after the answer at the Step One, to the Committee

Person. Failure to act within ten (10) calendar days shall constitute an abandonment of the grievance. The Committee Person or designees, shall convene a meeting within ten (10) calendar days from the date of the request, or for such other time as is mutually agreed. The second step meeting shall be between the Committee Person and the Union representative, if requested by the grievant. The Committee Person's answer to the second step shall be delivered to the Union within ten (10) calendar days after the meeting, or at such other time as is mutually agreed.

Step Three

If the grievance is not settled at Steps One and Two, and the grievance involves discipline of more than three (3) days, the matter may proceed to arbitration as set forth below. Disciplinary matters of three (3) days or less may be grieved through Step Two. Other grievances (other than those noted above) involving interpretation, application or violation of this Agreement may proceed to arbitration as noted below.

The Union on behalf of an employee or group of employees may file a demand for arbitration with the Public Employment Relations Commission within fifteen (15) days after receipt of the Committee Person's answer at Step Two.

(1) The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

(2) The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.

(3) The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.

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

(5) The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be convened within ten (10) calendar days after the filing of the grievance between representatives of the Township and the Union.

ARTICLE VI

PROBATIONARY EMPLOYEES

New employees will be regarded as probationary for the first ninety (90) days of employment during which the Township can discipline or discharge without a recourse by the Union or the employee, to Article V of this Agreement. The Township may, at its option, extend the probationary period an additional forty-five (45) days by written notice to the employee and the Union not less than one (1) week prior to the expiration of the initial ninety (90) days. After successful completion of the probationary period (or the extended probationary period, if applicable), the employee will be placed on the seniority list retroactive to the first day of employment.

ARTICLE VII

MANAGEMENT RIGHTS

A. The Township shall retain and reserve, 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 activities of its employees by deploying personnel, methods and means in the most efficient and appropriate manner, and from time to time, to be determined by the Township, to subcontract work performed by employees covered by this Agreement.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be solely in charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department and to require compliance by the employees.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of con-

tinued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or for other legitimate reason(s).

7. The Township reserves the right with regard to all other conditions of employment, specifically not reserved, to make changes as are necessary or desirable for the efficient and effective operation of the Department.

B. In the exercise of the foregoing rights, responsibilities, duties, authority and powers of the Township, the adoption of policies, practices, rules and regulations 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 by the extent such specific and express terms conform with the laws and Constitution of New Jersey and of the United States.

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

ARTICLE VIII

SENIORITY

A. Seniority means the accumulated length of continuous service with the Township, computed from the last date of hire. Probationary employees shall have no seniority rights until after successful completion of their period of probation.

B. An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignations
2. Discharge for just cause
3. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Township may require substantiating proof of illness or accident in such manner and on such forms as the Township deems appropriate.

C. Seniority will be considered in making promotions.

ARTICLE IX

LONGEVITY PAY

A. In addition to the salary as noted in Article XII, longevity pay will be paid during the term of this Agreement.

B. In addition to designated hourly wages, all full time permanent employees are eligible for additional longevity pay as follows:

YEARS OF CUMULATIVE SERVICE

After 5 years

LONGEVITY PAY

1 %

ARTICLE X

LAYOFF AND RECALL

A. The Committee Person may lay off an employee(s) for the efficiency or economy, or for other valid reasons.

B. The Steward shall have super seniority and shall be the last person laid off except for the foreman, provided that the Steward has the ability to perform the work available.

C. Employees shall be laid off in the inverse order of their seniority provided the senior employee has the ability to perform the work available.

D. Whenever possible, employees will be offered demotion to a lesser office or position in lieu of layoff.

E. In the event the Township plans to lay off employees for any reason, the Township shall meet with the Union to review such anticipated layoff at least two (2) weeks prior to the date such action is to be taken, if possible.

F. The Township shall forward a list of those employees laid off to the local Union President on the same date that the notices are given to the employees.

G. When the work force is increased after a layoff, employees will be recalled in accordance with their order of seniority provided the employee has the ability to perform the work available.

H. An employee recalled to his former position shall receive his former rate of pay, plus any general increases occurring during his layoff.

ARTICLE XI

POSTING

A. Vacancies for positions covered under this Agreement shall be posted.

B. When vacancies occur for positions covered under this Agreement, they shall be posted on all employee bulletin boards for a period of not less than ten (10) calendar days. The vacancy notice shall state the job classification, rate of pay, the nature of the job requirements and whether such opening is of a permanent, provisional or temporary nature. Employees interested, including employees on layoff, shall make a written request for such position.

ARTICLE XII

WAGES

A. The wage schedule in Appendix A will apply to those employees noted therein.

B. Employees hired on or after the date of execution of this Agreement will initially be paid in accordance with a wage schedule determined by the Township.

ARTICLE XIII

HOURS OF WORK

A. Both parties agree that the normal work week shall consist of 40 hours, eight hours per day, five consecutive days per week, exclusive of any lunch break, and employees shall be paid for at the regular straight time rates of pay. However, this shall not be construed as a limitation or a guarantee of the number of hours of work the Township may require. The normal work week for employees in the employ of the Township at the date of signing of this Agreement will be Monday through Friday.

B. The Township shall have the right, for its efficient and effective operation, upon one (1) week's notice (except in case of emergency), to make changes in starting and stopping times of the work schedule.

ARTICLE XIV

OVERTIME

A. Overtime shall be defined as all work performed in excess of forty (40) hours per week.

B. The amount of overtime and the schedule for working it will be established by the Township. The Township agrees that it shall give reasonable prior notification of any scheduled overtime, except in emergency situations. The Union agrees that employees will perform emergency overtime work unless excused for legitimate reasons.

C. Employees working overtime shall receive compensation at the rate of time and one-half (1½) their regular straight time pay for each hour worked.

D. Overtime shall be distributed as equitably as possible among the employees capable of performing the required work.

E. All employees are expected to work a reasonable amount of overtime and any employee scheduled to work overtime who does not report for such work may be subject to discipline.

F. No overtime shall be worked unless first authorized by the Supervisor in charge.

G. There shall be no pyramiding of overtime.

ARTICLE XV

HOLIDAYS

A. The following holidays will be recognized:

1. New Year's Day
2. Employee's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. The Monday Holiday Law will be observed for all holidays so designated.

C. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Township under such circumstances as approved vacation time, sick time or personal time. Employees absent from work immediately preceding or immediately following the holiday may be required to furnish a medical certificate for such absence.

D. Part-time, temporary or seasonal employees are not entitled to paid holidays.

ARTICLE XVI
VACATION LEAVE

A. Permanent full-time salaried employees will receive vacation with pay.

<u>Continuous Service</u>	<u>Vacation</u>
1) less than 1 year	1/2 day per month of continuous service (maximum 1 week)
2) after 1 calendar year	1 week
3) after 2 calendar years	2 weeks
4) after 8 calendar years	3 weeks

B. A holiday occurring during the employee's vacation period entitles the employee to receive an extra day in extension of the vacation or at another time with the Department Head's approval.

C. All vacations should be scheduled by each respective department supervisor with the Township Clerk prior to April 15th. All vacations shall be taken only as scheduled. If the requested vacation dates of any employees cannot be satisfactorily scheduled, the matter shall be referred to the Township Committee for final decision.

D. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Township determines that the vacation cannot be taken because of pressure of work. In the event vacation cannot be granted to the employee at the time of his initial choosing, the employee will be given another opportunity to make a choice and if the pressure of Township work (as determined by the Township) does not permit the employee to take all or a portion of his vacation, the employee will receive regular straight time pay in lieu of the missed vacation.

E. Miscellaneous

1. Permanent hourly employees averaging at least twenty (20) hours of employment per week shall receive paid vacation based upon the number of hours in their standard or average work week for the preceding calendar year.

2. Part-time employees working less than twenty (20) hours per week are not eligible for vacation benefits.

3. Temporary or seasonal employees are not eligible for vacation benefits.

ARTICLE XVII

SICK LEAVE

A. Service Credit for Sick Leave

1. Each full-time permanent employee covered by this Agreement shall be entitled to sick leave with pay based on his aggregate years of service.

2. Sick leave may be used when an employee is unable to perform his work by reason of personal illness, accident or

exposure to contagious disease.

3. Employees are expected to schedule medical, dental and other professional appointments during non-working hours. Appointments which can only be scheduled during working hours shall be charged against the employee's sick leave to the nearest one-half (1/2) day or if no sick leave is available, shall be deducted from the employee's compensation to the nearest one-half (1/2) day.

4. Sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during a period of illness.

B. Amount of Sick Leave

1. Employees who have worked less than ninety (90) days shall not be entitled to sick leave. Employees who have worked more than ninety (90) days but less than one (1) year shall be entitled to one-half (1/2) sick day for each month worked.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose, up to a maximum of forty-five (45) days.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment or upon separation from service.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to use sick leave, his supervisor shall be notified promptly

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

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

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

D. Verification of Sick Leave

1. An employee who is absent on sick leave for five (5) or more consecutive days may be required to submit acceptable medical evidence substantiating the illness.

2. An employee who has been absent on sick leave for periods totaling eight (8) days in one (1) calendar year consisting of periods of less than three (3) days may be required to submit acceptable medical evidence of any additional sick leave in that year.

3. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave may be cause for disciplinary action.

4. The Township may require an employee who has been absent on sick leave, as a condition of his return to duty, to be examined at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. The examination will establish whether the employee is capable of performing his normal duties, and that his return will not

jeopardize the health of other employees.

5. In the case of absence due to exposure to a contagious disease, certification from the Department of Health shall be required as a condition of the employee's return.

ARTICLE XVIII

FUNERAL LEAVE

A. In the event of death in the immediate family, the employee shall be entitled to up to three (3) consecutive work days leave of absence with pay, one of which is the day of death. The Township Clerk and Township Committee shall be notified of the death and upon request, the employee shall furnish proof of the death. Immediate family shall be defined as father, mother, spouse, child, foster child, brother and sister.

B. In the event of death of the employee's father-in-law, mother-in-law, brother-in-law or sister-in-law, the employee shall be entitled to up to two (2) consecutive work days leave of absence with pay, one of which is the day of death. The Township Clerk and Township Committee shall be notified of the death and upon request, the employee shall furnish proof of the death.

ARTICLE XIX

MILITARY LEAVE

Military leave will be granted in accordance with applicable New Jersey State and United States Statutes.

ARTICLE XX

JURY DUTY

Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented to the Committee Person, shall receive full time pay up to a maximum of two (2) weeks, minus any compensation received for jury service, except travel expenses.

ARTICLE XXI

LEAVE OF ABSENCE WITHOUT PAY

The Township Committee, in its sole discretion, may grant an employee a leave of absence without pay for a period of up to six (6) months.

ARTICLE XXII

RESIGNATION

An employee may resign from his position by tendering a written resignation to his Department Director, who in turn shall forward it to the Township Committee. Unless there are disciplinary charges pending against the employee, the Township Committee shall notify the employee in writing of acceptance of his resignation in good standing. An employee shall give a minimum of ten (10) calendar days notice before the effective date of his resignation. Failure to do so may result in loss of vacation credits.

ARTICLE XXIII

PERSONNEL RECORDS

- A. All personnel records are kept in the Clerk's office.
- B. Annually, by February 1st, each employee will be given a copy of his vacation leave and sick leave record.
- C. Other personnel file information may be reviewed by appointment with the Committee Person.

ARTICLE XXIV

INSURANCE

A. The Township shall pay for health insurance coverage including Blue Cross/Blue Shield, Rider J and Major Medical for all full-time blue collar employees under the New Jersey Health Benefits Plan. However, there is a two-month waiting period prior to enrollment.

B. The Township reserves the right to change insurance carriers or to self-insure any or all portions of the insurance benefits, so long as substantially equivalent benefits are provided.

ARTICLE XXV

PENSION PLAN

The Township shall continue, for the lifetime of this Agreement, to pay the Township's portion of the pension costs under the Public Employee's Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE XXVI

PROTECTIVE CLOTHING, SAFETY EQUIPMENT AND TOOLS

The Township shall provide all tools, protective clothing and safety equipment necessary to perform the task assigned. No employee will be required to use his own tools or safety equipment.

ARTICLE XXVII

DAMAGE TO TOWNSHIP EQUIPMENT

A. Whenever any employee damages any Township equipment, a full written report shall be made and forwarded to the Township Administrator's office.

B. When any Township owned vehicle is involved in an accident, the Police Department must be notified immediately so that they may conduct an on-the-scene investigation and prepare an accident report as required. The driver must also file a full report as required by Section A above.

C. In the event of an accident, the Township Administrator may convene a board consisting of the Department Head and at least one (1) other employee to review the accident and determine if negligence is involved or if any disciplinary action should be recommended.

D. A Safety Committee shall be established consisting of one (1) employee appointed by the Union and one (1) individual appointed by the Township.

ARTICLE XXVIII

UNIFORMS

The Township shall continue to provide foul weather gear for the road crew employees, including raincoats, rainhats, rubber boots and similar equipment. All such equipment is the property of the Township and shall be kept at the Township garage. It shall be used only by road crew members in the course of their duties and shall be surrendered upon termination of employment.

ARTICLE XXIX

AGENCY SHOP AND DEDUCTION OF FEE

A. Representation Fee

The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to join the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Township.

B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership fees, dues, and assessments. The sum representing the fair share fee shall not reflect the cost of financial support for partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Township.

C. Challenging Assessment Procedure

1. The Union agrees that it has established a demand and return procedure by which a non-member employee(s) in the

unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

1. The thirtieth (30th) day following the notice of the amount of the fair share fee;
2. Satisfactory completion of the employee(s) probationary period;
3. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from reemployment lists.

E. Payment of Fee

The Township shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. Union Responsibility

The Union agrees to meet with affected employees upon request to answer any questions pertaining to this provision.

G. Miscellaneous

1. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon fair share information furnished by the Union or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay the representation fee and members, with regard to the payment of such fee other than as allowed under the law, shall be treated as an unfair practice.

H. Dues Check Off

1. Payroll deduction for dues to the Union from members who are employees of the Township covered by this Agreement shall be made by the Township upon the submission to the Township by the Union of notification from said employee authorizing the deduction of dues from his pay. The appropriate Township official shall forward the dues deductions to the Union at monthly intervals. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

B. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

ARTICLE XXX

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that

participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.

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 law or in equity in the event of such breach by the Union or its members.

ARTICLE XXXI

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; however, all other provisions shall not be affected and shall remain in full force and effect.

ARTICLE XXXII

FULLY BARGAINED AGREEMENT

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

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

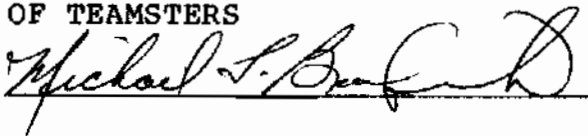
ARTICLE XXXIII

DURATION OF AGREEMENT

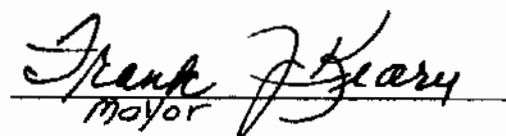
This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Union on this 20th day of ~~December~~ ^{February}, ¹⁹⁹² 1991.

LOCAL 866
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS



TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY


Mayor

APPENDIX A
HOURLY WAGE SCHEDULE

	<u>12/31/90</u>	<u>1/1/91</u>	<u>1/1/92</u>
HARRY ROBBINS	\$ 12.50	\$ 13.25	\$ 14.00
DAVID BAGUSIS	9.50	10.25	10.75