

Contract no. 1546

CONTRACT
BETWEEN
THE TOWNSHIP OF BARNEGAT, NEW JERSEY
AND
TEAMSTERS LOCAL NO. 35
TRENTON, NEW JERSEY

10/1 1992

EFFECTIVE: JANUARY 1, 1992
EXPIRES: DECEMBER 31, 1993

AGREEMENT

THIS AGREEMENT made this day of April, 1992, between the **Township of Barnegat**, a Municipal Corporation organized and existing under the laws of the State of New Jersey, a public Township with its main offices at 900 West Bay Avenue, Barnegat, New Jersey 08005, hereinafter referred to as the **TOWNSHIP** and **Teamsters Local No.35**, affiliated with the International Brotherhood of Teamsters and the Eastern Conference of Teamsters, having its office at 6230 U.S. Route 130, Trenton, New Jersey comprised of Barnegat Township Blue Collar Employees, such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the **UNION**. Wherever the Terms "Blue Collar Supervisor" or "Blue Collar Supervisor Employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

ARTICLE I

PURPOSE

This Agreement entered into between the Township and the Teamsters has as its purpose the promotion of harmonious relations between the Township and the Teamsters the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION CLAUSE

The Township recognizes Teamsters Local No. 35 affiliated with the International Brotherhood of Teamsters and the Eastern Conference of Teamsters, as the exclusive representative for all permanent full-time and permanent regular part-time Blue Collar Workers in the Public Works Department Building and Grounds Department, Equipment Operators, Mechanic, Senior Mechanic and Water and Sewer Department within the meaning of the Act and specifically excluding, without limitation, the following: Foreman, Public Works Department, Supervisor, Public Works Department, and Supervisor of Water and Sewer Utility.

ARTICLE III

CHECKOFF OF DUES

SECTION 3.01

The Township agrees to deduct from the earnings of each employee union member dues when said employee has properly authorized such deduction in writing. The Union will indemnify, defend and save harmless the Township against any and all such claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary/Treasurer of the Union on or before the 15th of each month. A list of names of deductees will be forwarded monthly.

SECTION 3.02

The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the Teamsters shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments on the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the township harmless from any and all actions it takes under this Article.

ARTICLE IV

JOB STEWARDS

The Township recognized the right of the Union to designate Job Stewards and Alternates. The authority of Job Steward and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information (a) have been reduced to writing, or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Township's business.

3. The Township recognizes these limitations upon the authority of Job Stewards and his alternates and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken strike action, slowdown, or work stoppage in violation of this Agreement or appropriate law. The Steward shall be permitted reasonable time to investigate, present and process grievance on company property without loss of time or pay during the regular working hours; and where mutually agreeable to the Local Union and Township, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

Any written or verbal warnings given to employees, must be done in the presence of a Shop Steward or Alternate, if requested by the employee.

The Union shall not designate more than one (1) Job Steward or more than two (2) alternates.

ARTICLE V

EMPLOYEE RIGHTS

A. The parties agree to comply with all Equal employment Opportunity guidelines and statutes.

B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Township, or any agent or representative thereof, shall be subjected to the grievance procedure herein set forth.

ARTICLE VI

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. The parties agree that this procedure will be kept as informal as may be appropriate.

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

B. DEFINITION

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

C. STEPS OF THE GRIEVANCE PROCEDURE

STEP ONE:

1. An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within five (5) working day of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

STEP TWO:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Administrator (or in the absence of the Administrator the Township Clerk) and one (1) copy to the Department Head, within five (5) working days following the determination by the Department Head.

2. The Department Head, or his representative, and the Administrator or Township Clerk as the case may be, shall meet and attempt to resolve the grievance within ten (10) working days from the time it was presented. The Administrator/ Township Clerk shall, within ten (10) working days of such meeting, issue a written determination on the grievance.

STEP THREE:

1. If the grievance has not been resolved through Step Two, the same shall be presented in writing by the employee or the employee's Union representative to the Township Committee within ten (10) working days of the written response from Step Two. The Township Committee, or a Subcommittee of the Township Committee, designated by the Township Committee shall hold a hearing within fifteen (15) working days of the presentation of the grievance in writing by the employee or the employee's Union representative, and render a determination within ten (10) working days of the date of such hearing. Failure of the Township Committee to render a decision within said ten (10) day period shall constitute a denial of the grievance.

STEP FOUR:

If the aggrieved person is not satisfied with the disposition of his grievance at Level or Step 3, he may within ten (10) days after a decision has been rendered, submit his grievance to arbitration. The request for arbitration shall be through the Public Employment Relations Commission pursuant to N.J.A.C. 19:12-5.1 or the American Arbitration Association. The costs of the arbitrator shall be equally borne by the Union and the Township.

A decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be in writing with reasons therefor except by mutual consent of the parties.

ARTICLE VII

SENIORITY

A. Seniority shall be considered for purposes of scheduling vacations and personal leave and shall be a consideration if a job opening within the Township should occur but shall not be the sole determining criteria.

B. When the Township decides to reduce the number of employees in any particular job title, the Township will do so on the basis of employee seniority within each job title.

C. Employees shall be recalled for work from layoff in the order of the seniority, provided that they, in the sole discretion of the Township, have the requisite qualifications and ability to perform the work available.

ARTICLE VIII

SICK LEAVE

A. All permanent full-time employees covered by this agreement shall be granted sick leave pay of one and one-quarter (1 1/4) working days for each month of service or a total of fifteen (15) days per year. The amount of such leave not taken shall accumulate from year to year as provided under paragraph D of this Article.

B. The term "sick leave with pay" is hereby defined to mean the necessary absence of duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

C. Employees absent on sick leave for a period of three (3) consecutive days shall submit on an interim basis as directed by the Township medical evidence acceptable to the Township substantiating the illness to the Administrator and/or the Township Clerk. In addition, such employee may be required by the Township to submit to an examination by the Township physician or other physician designated by the Township.

D. Throughout his/her period of employment with the Township, an employee shall be entitled to accumulate a maximum of one hundred twenty (120) sick days. Upon retirement (which shall not include a voluntary or involuntary separation from employment prior to retirement), an employee shall be entitled to receive a lump sum payment equal to the amount of sick days accumulated by such employee as computed on the basis of his/her rate of pay at the time of retirement. Any employee who shall have accumulated sick day in excess of one hundred twenty (120) days as of the date of this Agreement shall be entitled to retain the full amount of sick days so accumulated. Notwithstanding the foregoing, an employee shall be entitled to any sick days accumulated by such employee as of the date of this agreement, and such employee shall be entitled to be compensated for such accumulated sick days upon separation from employment with the Township. (See attached Schedule A).

E. No employee while on sick leave from the Township, shall not be elsewhere employed or engaged in any outside work or employment whatsoever.

F. Notwithstanding any provision of this Agreement to the contrary, where the Township Committee has approved an unpaid leave of absence for any employee covered by this Agreement, the Township Committee shall have the exclusive discretion to determine whether such employee shall receive medical or other benefits while on such leave.

ARTICLE IX

PERSONAL LEAVE

Each employee shall be eligible for five (5) paid non-cumulative personal leave days for the conduct of personal business. The use of such personal days shall require forty-eight (48) hours notice to the employee's immediate supervisor and approval of same by the supervisor.

ARTICLE X

BEREAVEMENT LEAVE

Each employee shall have up to five (5) days leave in the event of the death of an employee's spouse, child, parent, brother, or sister. Each such employee shall have three days of bereavement leave in the event of the death of a non-immediate family member which shall include by way of limitation, a mother-in-law, father-in-law, grandparent or grandchild. In addition thereto, each employee shall have three days of bereavement leave for other family members not listed above who reside in the same household of the employee as of the date of the relative's death.

ARTICLE XI

UNION LEAVE

The bargaining unit may use up to a total twelve (12) aggregate days for Union business leave each year. Employees must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any Township department when it is taken.

ARTICLE XII

PROBATION PERIOD

All new employees shall be considered to be on probation for a period of ninety (90) days and may be discharged without cause during the ninety day probationary period.

ARTICLE XIII

NO STRIKE - NO LOCKOUT

SECTION 13.01

In addition to any other restrictions under the law, the Union will not cause a strike, work slow down, work stoppage, or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the Township's work. The Township shall not cause any lockout.

SECTION 13.02

If the Union violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

**ARTICLE XIV
OVERTIME**

A. Normal Work Hours.

All work performed in excess of forty (40) hours in any one week, or eight (8) hours in one (1) work day, shall receive compensation at time and one-half the regular hourly rate of said employee.

B. Snow Plowing/Emergency.

Employee performing snow plowing work or other work related to an emergency declared by the Mayor, for more than six (6) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the sixth (6th) consecutive hour.

1. When snow plowing or performing such other work related to an emergency declared by the Mayor, after six (6) hours of work outside of a scheduled eight (8) hour day employees will be entitled to seven dollars (\$7.00) meal money.

C. Call In.

In the event an employee is called in to duty other than his normal hours of work, he shall be paid overtime at a rate of time and one half (1 1/2) for all time worked during such period. In no such case shall he be paid for less than three (3) hours, except when called in to duty less than three (3) hours prior to his normal working shift. In such an event, the employee shall be paid for only the overtime actually worked on that day.

D. Overtime rotation.

Overtime in the shall be assigned in accordance with the seniority list which shall set forth the names of the employees in each classification, in order of their seniority.

The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list in that classification. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment he will be passed and will not be offered any other overtime assignment until his turn is reached again. If the employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment for which he is qualified.

In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it.

No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work. All determinations as to qualifications for overtime assignments shall be at the discretion of the Supervisor of Public Works.

E. Overtime Offer.

Offer of overtime shall mean that the Township will call by telephone, or in person the employee. If by telephone, then one attempt shall be made. If the employee is not home, or does not respond within 5 minutes of the call, it shall be determined that the employee refused the offer.

F. Emergency Work.

The Township and/or the Supervisor of Public Works shall have the sole discretion as to:

1. What constitutes an emergency (unless such is governed by appropriate law);
2. The number and qualifications of employees assigned to work in an emergency situation (unless governed by appropriate statute).
3. When there exists an emergency the Rotation Clause in Section D shall not be applied.

G. Water/Sewer On Call (Pager) Status Pay.

While an employee from the Water/Sewer Utility is on call with a pager, the employee shall be paid at a rate at one and one-half his hourly rate for four (4) hours during the assigned seven (7) day period. Included in the assigned work shall be routine check and maintenance of all stations designated by the Superintendent of the Utility during Saturday and Sunday of the week. During his assignment the employee shall carry and maintain at all times the Township pager.

H. Sunday Overtime.

An employee assigned to work on Sunday shall be paid at a rate of Double Time, (Two times hours rate) for all hours worked.

I. Holiday Overtime.

An employee assigned to work on Holiday shall be paid at a rate of One and One-Half times for all hours worked.

J. Duplication/Pyramiding of Pay.

There shall be no duplicating or pyramiding of any premium pay provided for under the provisions of this agreement for the same hours worked.

ARTICLE XV

SAFETY REPORT

Whenever an employee is assigned to drive Township equipment and he feels such equipment is in need of such repair that it is hazardous or defective, he shall at once notify his immediate supervisor of his defective or hazardous equipment. The supervisor thereupon shall ask the employee to fill out the Safety Report form as agreed upon the parties to this Agreement.

ARTICLE XVI

BULLETIN BOARDS

The Union will have access to a bulletin board in each work area.

The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Administrator.

ARTICLE XVII

MILITARY OR NATIONAL GUARD DUTY

The Township agrees to provide all employees with military leave in accordance with Federal and State statutes.

ARTICLE XVIII

U.S. FORESTRY SERVICE

Any employee who had been allowed to attend up to four (4) weeks of U.S. Forestry service, prior to this agreement, shall be entitled to continue to do so. Any such employee shall not, however, receive any salary while attending such service.

ARTICLE XIX

LONGEVITY

All permanent full-time employees shall receive in addition to their regular current salary longevity payments as follows:

YEARS OF SERVICE	LONGEVITY PAYS
Start of 5th year	2%
Start of 9th year	3%
Start of 13th year	4%
Start of 17th year	5%
Start of 21st year	6%

ARTICLE XX

ON THE JOB INJURY

All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment may be sought through the Township physician, or local hospital. If an employee is sent home by the Township physician or other physician designated by the Township, the employee shall be entitled to be paid for the remainder of the day on which he is sent home.

ARTICLE XXI

PROMOTIONS AND TRANSFERS

A. For the purpose of this Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.

B. When an opportunity for promotion arises within the bargaining unit, the Township shall post job openings on the bulletin boards. Employees desiring an opportunity to fill such openings may file written requests. Such notices shall be posted for forty-eight (48) hours. In making any promotion within the bargaining unit both seniority and qualification will be considered by the Township.

C. An employee promoted to a higher rated job shall be allowed a thirty (30) day probationary period to demonstrate the ability to perform the job. If the employee is unable to qualify, he/she shall be returned to the former job. If any employee should be absent for three or more days during the thirty (30) day probationary period, then that probationary period shall be extended, at the Township's option, for the number of days of employee's absence.

ARTICLE XXII

HEALTH BENEFITS

A. MEDICAL CARE

The Township Shall provide to each full time employee and the employee's immediate family (spouse and children), the following hospital and medical benefit.

Comprehensive Hospital/Physician coverage with the following deductibles and limits.

- \$100., \$300. per family first dollar coverage paid by the Employee; Co-insurance deductible of 20% to \$3,000. of coverage paid by the Township. Other limits to match the current level of coverage at the date of this agreement.

Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

B. VISION CARE

The Township shall provide for the costs of vision care for employee up to a maximum amount of \$100. per calendar year. The employee may use this benefit for any member of his/her immediate family. Family means a member of the employees family residing within his/her home and include students up to the age of 23 years old.

C. DENTAL CARE

The Township shall provide to all full time employees and the employee's family group dental coverage that will provide the following coverage:

- \$25. deductible for employee, \$75. per family
- 100% preventative care
- 80% basic care
- 50% prosthodontic services
- other limits to match the current level of coverage at the date of this agreement.

Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

D. PRESCRIPTION PLAN

The Township shall provide a Prescription Plan through a carrier that provides a prescription card service with the following coverages:

Current Co-pay - The Township shall provide a "\$1.00 Prescription Plan" through MediCam.

Effective July 1, 1992 - Co-pay shall be \$1.00 for generic drugs and \$3.00 for named brand drugs paid for by the employee.

Other limits shall be equal to the current coverage as provided by the current carrier at the date of this agreement.

Nothing in this article shall prevent the Township from changing the current insurance carrier so long as the benefits are no less than those currently in effect.

ARTICLE XXIII

VACATION TIME

All Full-Time permanent employees shall be granted the following annual leave for vacation purposes with pay in and for each calendar year as follows:

YEARS OF SERVICE	MAXIMUM ACCUMULATION PER YEAR	
	DAYS	HOURS
Start of 1/2 - 1	5	40
Start of 1 - 3	12	96
Start of 4 - 8	15	120
Start of 9 - 13	18	144
Start of 14 - 18	21	168
Start of 19 and over	25	200

A. Eligibility for vacations shall be computed as of the first day of the month in which the employee was hired.

B. Vacations shall be scheduled so as not to interfere with the operations of the department to which the employee is assigned. Vacations shall be taken within the year of entitlement.

C. All requests for vacations shall be submitted at least two (2) weeks prior to the requested vacation time. Requests will be approved by the department head on a seniority basis and submitted to the Department Head.

D. All vacations are subject to final approval by the Administrator.

E. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective.

F. If an employee leaves the employ of the Township for any reason before the end of the calendar year after having taken a vacation allowance for the year, he/she will be charged with the unearned part of his/her vacation which will be deducted from his/her final paycheck.

G. No less than four (4) hour increments may be used for vacation.

ARTICLE XXIV

HOLIDAYS

Each employee covered by this Agreement shall be allowed the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	Christmas Eve (one-half day)
Independence Day	Christmas Day

ARTICLE XXV

WORK CLOTHES

The Township will continue to provide employees with uniforms and clothing in accordance with present policy. However, in addition, the Township will provide each employee with no more than one carhart, or equal, each year. No carhart shall be replaced by the Township unless the employee demonstrates satisfactorily that such carhart must be replaced due to wear and tear.

ARTICLE XXVI

JURY AND COURT SERVICE

SECTION 26.01 Jury Duty

An employee shall be excused from work on a work day during which time he serves on a jury in any federal, state or other court provided he notifies the Township within forty-eight (48) hours after his receipt of jury notice. Employees shall be paid for such time lost from his regular shift.

If the employee is excused from jury duty four (4) hours prior to the end of his regular work shift, he shall be required to report for work for the balance of the day.

It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Pay for jury service will be computed using the number of hours lost on the employee's regular shift times his current hourly rate of pay less received for jury service.

SECTION 26.02 Court Service

An employee shall be excused from work on a work day during which time he attends any court as a result of subpoena served on behalf of the Township and shall be paid for time lost from his regular shift.

If the employee is excused from Court duty four (4) hours prior to the end of his regular work shift, he shall be required to report for work for the balance of the day.

It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Pay for court service will be computed using the number of hours lost on the employee's regular shift times his current hourly rate of pay less received for court service.

ARTICLE XXVII

PAST PRACTICE

All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, whether in writing or in practice, shall be continued without change by the Township during the life of this Agreement.

ARTICLE XXVIII

SEVERABILITY

If any part, clause, portion or Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement no so affected shall continue in full force and effect absent the affected clause.

ARTICLE XXIV

WORK HOURS AND REST PERIODS-WASH-UP

A. Normal Work Day. The normal work day is eight (8) hours, excluding a one-half (1/2) hour lunch period.

B. Time of Work Hours. The normal work day shall start at 6:30 A.M. and end at 2:30 P.M., except that the normal work day for the Water Department shall start at 7:00 A.M. and end at 3:00 P.M.

C. New Work Hours. New work hours shall be mutually changed with agreement by the Union and Township.

D. Breaks. All employees shall receive one (1) fifteen (15) minute coffee break in the morning, and one (1) ten (10) minute wash-up period each day without deduction in pay before quitting time.

E. Normal Work Week. The normal work week shall be defined as Monday thru Friday.

ARTICLE XXX

MANAGEMENT RIGHTS

SECTION 30.01

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, or other appropriate law including, but without limiting the generality of the foregoing, the following rights:

A. the management and administrative control of the Township Government and its properties and facilities.

B. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township, and in that regard to establish reasonable work rules.

C. To suspend, demote, discharge or take any other appropriate disciplinary action against an employee in accordance with this agreement and appropriate law.

D. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

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

ARTICLE XXXI

WAGES

A. Across the Board Increases

1. Effective January 1, 1992, an hourly increase of twenty-three cents (\$0.23).

2. Effective July 1, 1992, an hourly increase of twenty-five cents (\$0.25).

3. Effective January 1, 1993, an hourly increase of forty-eight cents (\$0.48).

B. Position Adjustment Increases

Positions listed below shall increase in rate of pay in accordance with the following schedule. Those individuals in a respective position which receive an overall higher rate of pay than the position pays at each respective date, then that employee shall be Red Circled.

1. Red Circled shall mean that an employee shall receive Across the Board increases in accordance with Section (A), however, will not receive Position Adjustment Increases in accordance with Section (B).

a. Red Circled Employees:

For this contract, Red Circled Employees are:

<u>NAME</u>	<u>POSITION</u>	
Dan Fried	WS Maint. Asst.	
Henry Kohler	WS Maint. Asst.	Till July, 1992
Frank Reich	Laborer	
Patrick Cox	Laborer	
Michael Hanna	Laborer	
David Isaksen	Laborer	
Shaun Mulrooney	Driver	

2. Schedule of Adjustment

(Rate stated in dollars per hour worked)

LABORER

<u>DATE</u>	<u>INCREASE</u>	<u>GROSS HOURLY WAGE*</u>
JANUARY 1, 1992	\$0.10	\$7.08
JULY 1, 1992	0.05	7.37
JANUARY 1, 1993	0.05	7.90
JULY 1, 1993	0.10	8.00

DRIVER

DATE	INCREASE	GROSS HOURLY WAGE*
JANUARY 1, 1992	\$0.15	\$7.13
JULY 1, 1992	0.15	7.52
JANUARY 1, 1993	0.15	8.15
JULY 1, 1993	0.15	8.30

WATER/SEWER MAINTENANCE ASSISTANT

DATE	INCREASE	GROSS HOURLY WAGE*
JANUARY 1, 1992	\$0.15	\$7.13
JULY 1, 1992	0.15	7.52
JANUARY 1, 1993	0.15	8.15
JULY 1, 1993	0.15	8.30

DRIVER/EQUIPMENT OPERATOR

DATE	INCREASE	GROSS HOURLY WAGE*
JANUARY 1, 1992	\$0.10	\$7.08
JULY 1, 1992	0.65	7.97
JANUARY 1, 1993	0.65	9.10
JULY 1, 1993	0.65	9.75

* Gross Hourly Wage illustrates Total Wage per position, which includes Across the Board increases.

C. Probationary Period Employees.

Employees who are in the Probationary Period in accordance with Article XII, shall be paid at a rate of ninety percent (90%) of the regular rate of pay for the position.

ARTICLE XXXII

TERMINATION AND EXTENSION OF AGREEMENT

This Agreement shall be effective from the first day of January, 1992 and shall remain in full force and effect until the 31st day of December, 1993. It shall automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration date. If a new contract has not been entered into between the Township and the Union on or before the first day of January, 1994, then the terms and conditions of this contract, except for those conditions as specified in Article 31 shall be in full force and effect until such contract is signed.

IN WITNESS WHEREOF, the parties have by their duly
authorized representatives, set their hands and seals this

27th day of APRIL , 1992.

FOR THE TOWNSHIP OF BARNEGAT

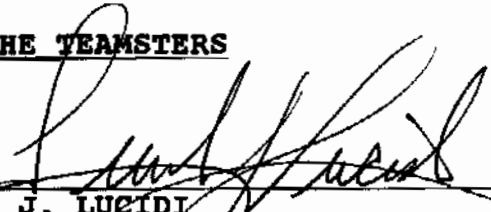


TOWNSHIP OF BARNEGAT
WILLIAM J. GILMOUR
MAYOR




VERONICA E. JASINA
MUNICIPAL CLERK

FOR THE TEAMSTERS



FRANK J. LUCIDI
PRESIDENT
TEAMSTERS LOCAL NO. 35



ANTHONY D'ARTIGLIO
SECRETARY-TREASURER
TEAMSTERS LOCAL NO. 35

WITNESS OR ATTEST

SCHEDULE A

The following represents the employees accumulated sick days as of the date of this contract:

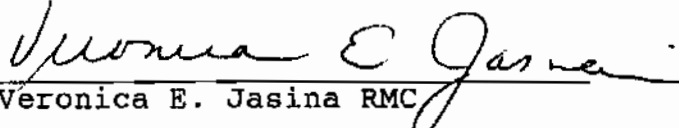
Chadwick, John	176 days, 2-1/2 hrs
Cox, Pat	7 days, 5-1/2 hrs
Dockery, Tim	18 days, 3 hrs
Freid, Dan	34 days, 1-1/2 hrs
Gethard, Dale	2 days, 4 hrs
Haden, Larry	11 days, 5 hrs
Hanna, Michael	16 days, 1-1/4 hrs
Isaksen, David	7 days, 4 hrs
Kohler, Henry	13 days, 3-1/2 hrs
Koveleski, Pat	5 days, 5-1/2 hrs
Kramer, Eric	4 days, 1-3/4 hrs
Krinic, Edward	0
Mulrooney, Shawn	0
Ringwood, Chris	12 days, 1/2 hr
Roskey, Donald	42 days, 4 hrs
Russo, Gerard	12 days, 5-1/2 hrs
Reich, Frank	36 days, 3-1/2 hrs
Stout, David	0
Sutterlin, Karl	0

RESOLUTION 1992-167

BE IT RESOLVED BY the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Mayor and Municipal Clerk are hereby authorized to sign a contract Agreement between the Township of Barnegat and the Teamsters Local No. 35 for the period of January 1, 1992 through December 31, 1993.

CERTIFICATION

I, Veronica E. Jasina, Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their regular meeting held on the 6th day of April, 1992, in the Municipal Court Room, 900 West Bay Avenue, Barnegat, New Jersey.


Veronica E. Jasina RMC