

AGREEMENT

Between

TOWNSHIP OF STAFFORD

and

TEAMSTERS LOCAL NO. 97 OF NEW JERSEY

Effective January 1, 2005 through December 31, 2008

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THIS AGREEMENT made this ____ day of _____, 2005, by and between the **TOWNSHIP OF STAFFORD**, a corporate body politic, in the County of Ocean, State of New Jersey, hereafter referred to as the "Employer", and **TEAMSTERS LOCAL NO. 97**, hereafter referred to as the "Union", as bargaining agent for and on behalf of the Stafford Township Blue Collar Workers, County of Ocean, State of New Jersey, hereafter referred to as "Employees".

WITNESSETH:

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

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

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

A. In the negotiation of this Contract Agreement and for the purpose of collective bargaining and all activities and processes relative thereto, the Township hereby recognizes the Union as the sole and exclusive representative of the Employees in the following positions: Operator, Operator Light Equipment, Mechanic, Assistant Mechanic, Truck Driver, Bus Driver, Part-Time Bus Driver, Laborer, and Custodian.

B. The bargaining unit shall consist of all such regular full-time Employees of the Township of Stafford Department of Public Works now employed or hereinafter employed in such titles.

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

D. This Agreement shall be binding upon the parties hereto.

E. The Union recognizes that, pursuant to New Jersey Statute, they have no right to strike.

1. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind, nor will any Employee take part in a strike, interference with or stoppage of the Township's work.

As used in this section, the term "strike" shall be defined as any of the following:

- a. Concerted of failure to report for duty;
- b. Willful actions of Employee(s) from assigned positions;
- c. Stoppage from work;
- d. Absence in whole or in part from full, faithful and proper performance of the Employee(s)' duties of employment.
- e. Slow down;

f. Walk out; or

g. Any other illegal job action against the Township.

2.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 equity for an injunction or damages, or both, in the event of such strike by the Union.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining, with respect to rates of pay, hours of work or other conditions of employment, shall be conducted by a duly authorized bargaining agent of each of the parties to the Agreement. Each party to the Agreement shall select their own bargaining team.

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

C. Employees of the Employer, not to exceed two in number, may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, will be excused from their work assignments to attend such collective bargaining meetings.

D. Those Employees known as Shop Steward and the Assistant Shop Steward shall be excused from work for Union activities, with no loss of pay, with proof of attendance at Union scheduled seminars.

ARTICLE III

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employee represented by the Union because of membership in or activities on behalf of the Union. The Union shall not intimidate or coerce Employees into membership. Neither the Employer or the Union shall discriminate against any Employees because of race, color, creed, sex, national origin or political affiliation.

B. 1. No material derogatory to Employee's conduct, service, character or personality should be placed in his or her personnel file unless the Employee has had an opportunity to review the material by affixing his or her initials to the document to be filed with the express understanding that such initials in no way indicate agreement with the contents thereof. The Employee shall also have the right to submit a written reply (example - rebuttal, answer, etc.) to such material, and this reply shall be reviewed by the department head and the Township designee at the Employee's request. This reply will be attached to the document to which it is in reply as soon as the document is in the Employee's personnel file.

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

ARTICLE IV

AGENCY SHOP, DUE DEDUCTIONS AND UNION DUES CHECK-OFF

A. Any permanent Employee in the bargaining unit on the effective date on this Agreement who does not join the Union within 30 days thereafter, and any new permanent Employee who does not join within 30 days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within 10 days of re-entry into the employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to 85% of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue to be on the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purpose of this provision, Employees employed on a 10 month basis or who are re-appointed from year to year shall be considered to be in

continuous employment.

B. All Employees covered by this Agreement who have joined the Union as of the signing of this Agreement shall remain members of good standing for the duration of this Agreement.

C. Upon receiving the voluntary written authorization and assignment of an Employee covered by this Agreement (in the form agreed upon by the Township and the Union and consistent with State Statutes), the Township agrees to deduct from the pay of each Employee membership dues in such amounts as shall be fixed pursuant to the by-laws in constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The regular Union membership dues, fees, and assessments shall be certified to the Township by the Union at least 30 days prior to the month in which the deduction of Union dues is to be made. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township such written notice of such change within 30 days prior to the effective date of said change. Union dues and representation fees deducted by the Township shall be remitted by the Township to the Union, c/o Secretary - Treasurer, Teamsters Industrial and Allied Workers

Union, Local No. 97, 485 Chestnut Street, Union, New Jersey 07083, by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President. The Union will provide the necessary check-off authorization form and deliver the signed forms to the Township Treasurer or designee.

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

ARTICLE V

SENIORITY

A. A job opening shall be posted on an appropriate bulletin board for a period of 5 working days.

B. Seniority is defined as continuous unbroken service with the Employer, except when bridging of service is mutually agreeable to both parties.

C. The Employer will endeavor to fill permanent/temporary job openings by promoting Employees from the next lower rate of job titles. In all instances, Employees promoted must possess the skill, ability and knowledge to perform the duties required of the higher rated job.

D. If there are 2 or more Employees with the equal skill and ability to perform the work, then, at the discretion of the administration (which may not be arbitrarily or capriciously withheld), the Employee with the greatest seniority shall be given preference. If the Employee once promoted to the higher rated job cannot perform all of the duties and functions required for that job for any reason

whatsoever, the Township may promote the next senior Employee it deems qualified.

E. A permanent job opening or vacancy in the bargaining unit, constituting a promotion, shall be posted on appropriate bulletin boards for a period of 10 calendar days. In the event that a permanent job opening or vacancy in the bargaining unit is not filled within 20 calendar days of the posting of such notice, the Township, at its discretion, shall fill such permanent job opening or vacancy within 10 days (30 days total). This time may be extended for an additional 10 day period upon proper notification to the union by the township. The above does not limit the right of the Township to fill, on a temporary basis and at its discretion, any of the above-referenced bargaining job vacancies or openings, regardless of the time limits of the above-referenced notice. In accordance with Article IX, "Management Rights", nothing included herein shall require the township to fill any vacant positions.

F. In the event the Township reduces the number of Employees in any particular job title(s), Employee(s) with the least seniority will be laid off first, provided that the Employee(s) not laid off possess the necessary skills and abilities to perform the duties of those position(s) affected

by the layoff. Such determination shall be at the discretion of the Township.

G. Employees continuously laid off for a period of 24 months or more shall not be entitled to recall.

H. Employees shall be recalled to work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. The Township, in its sole discretion, shall determine the requisite qualifications and skills necessary to perform the available work.

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

J. The township agrees that any employee working in a higher wage classification (out of title) shall be paid at that classification immediately.

ARTICLE VI

SICK LEAVE

A. Sick Leave

1. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease. An Employee shall not be eligible for sick leave under this Agreement if the accident or injury suffered which caused the request for sick leave occurs while the Employee is being employed by a company or organization other than the Township of Stafford.

2. The first calendar year an Employee is employed in a full-time capacity, sick leave shall be earned at the rate of 1 day for each calendar month that the Employee is employed. Thereafter, beginning on the first day of January, each Employee shall be entitled to 15 sick days. Such sick days shall accumulate from year to year, to be used if and when needed by the Employee.

3. Employees shall be allowed to use 3 sick leave days per year for family illness. "Family" shall include all immediate family members residing with the Employee.

4. If an Employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly at the Employee's usual reporting time, except in those work situations where notice must be given prior to the Employee's usual reporting time.

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

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

5. The Township may require proof of illness from an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said Employee, and also reserves the right to have the Employee examined by the Township physician before returning to duty. In all cases of reported illness or disability, the Township reserves the right to send the

Township physician to investigate the report.

6. When an absence due to an illness does not exceed 2 consecutive working days, normally the Employee's statement of the cause for the absence will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to work. Any absence in excess of 2 consecutive working days may, at the discretion of the supervisor or his designee, require a written statement from the attending physician. The Township also reserves the right to require the Employee to be examined by the Township's physician to be certified as fit for duty before returning to work.

7. After 2 absences due to illness on a Monday or Friday or the day preceding or following a paid holiday or vacation, a written statement from the attending physician will be required for the third such absence in order for the Employee to return to work.

8. In cases where an Employee is using sick leave for a death in the immediate family in excess of the time allowed in the bereavement clause, the Township may require reasonable

proof.

9.(a) Employees retiring under the PERS guidelines shall be eligible for payment for accumulated and unused sick leave pursuant to the following formula. Employees with **less than 30 years** of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated and unused sick leave up to a "cap" payment of \$15,000. **Employees with 30 years or more** of uninterrupted work experience with the Township of Stafford shall be eligible for reimbursement for accumulated and unused sick leave up to a "cap" payment of \$30,000. NOTE: Employees with at least 60 days of accumulated sick leave as of 2/1/02 shall be exempt from the "cap" **provided** (1) the employee submits a Notice of Intent to Retire letter to the Township Administrator within 30 days of the signing of this agreement AND provided (2) the notice includes an actual/effective retirement date prior to 12/31/04

(b) Employees shall be permitted to "sell back" accumulated and unused sick leave on an annual basis subject to the following regulations:

- Employees must notify the Superintendent of Public Works in writing by 11/1 of each and every year of the amount of sick leave they would like to sell back in the ensuing fiscal year in accordance with the following formula.

- All employees may sell back up to 5 sick days per year regardless of sick leave usage during the year provided that written notice is given by 11/1 of each year. Payment will be made during the first pay of February of the ensuing year.
- In order for an employee to sell back more than 5 days with a maximum sell back of 10 days, he/she must meet the following criteria.
- If an employee uses less than 2 days of sick leave, he/she may sell back up to an additional 5 days for a total of 10 days.
- If an employee uses 2 to 5 days of sick leave, he/she may sell back up to an additional 2 days for a total of 7 days.
- No additional sell back over and above 5 days if employee uses more than 5 days.

10. Payments which an Employee receives under the provisions of Workers' Compensation or Temporary Disability Laws shall either be remitted to the Township or used as an offset to full salary payments.

11. Employees who are unable to report to work because of illness or injury, and who have notified their supervisor in accordance with this Article, shall be responsible for

notifying their supervisors as to their place of confinement. If an Employee is unable to report this information or if there is a change in this information, some person shall notify the supervisor on behalf of the Employee with all the pertinent information.

12. Employees who are absent in an unauthorized matter may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when an Employee:

(a) feigns illness or injury;

(b) deceives the Township physician in any way as to his/her true condition; or

(c) violates any provisions concerning the reporting of sickness or injury.

13. The least amount of time chargeable against sick leave is a one-half day.

14. The beneficiaries of any Employee who dies while employed by the Township will be entitled to receive the Employee's accrued sick, vacation and personal days benefits

pursuant to the terms of this Agreement.

B. Temporary Disability Absence

1. Disability absences are defined as time off from work due to illness or injury beyond 8 work days in duration which are not caused by or related to the individual's employment or any injuries sustained by employees while working for the Township of Stafford. Effective 1/1/02, all employees shall be subject to the provisions of the NJ State Disability plan. Employees may chose to subsidize State Disability payments with the employee's accumulated leave in order to augment or supplement these payments. The Township will not, however, subsidize State Disability payments after 12/31/01. Employees shall be subject to the co-pay requirements of the State Disability Plan through payroll deductions.

2.The temporary disability policy described above applies only if the following conditions are met:

(a) The Employee brings a physician's certificate stating condition of Employee and expected date of return to work.

(b) Disability status is a period of continuous absence after 8 working days.

(c) If hospitalized, the department head must be notified as soon as possible.

(d) If these provisions are not complied with, the employee forfeits his/her right to disability payments.

(e) The Township Administrator may request the Township physician to ascertain physical condition of said employee and may require the employee to submit to a physical examination by a physician selected by the Township.

(f) Employees will not accumulate any sick days while on contractual disability leave, regardless of the type of leave the Employee is on.

(g) Illness or injury occurring during employment for another Employer shall not qualify for the paid disability absence as described above.

ARTICLE VII

PERSONAL DAYS

A. All Employees shall be granted six personal days off with pay during the course of any calendar year, exclusive of vacation and sick leave. There shall, however, be a 3 working day minimum notice to Employee's immediate supervisor to use such personal days (except in the event of an emergency). Personal days shall not be accumulated.

B. Employees may be paid for up to 2 unused personal days in any 1 year. The Employee will be reimbursed for up to 2 unused personal days from the previous year at the same time the Employee receives money from the Township for the Employee's "sell-back" of sick days from the previous year.

C. Personal days may only be attached to a vacation or holiday with prior approval of the Township.

ARTICLE VIII

BEREAVEMENT LEAVE AND MILITARY LEAVE

A. Bereavement Leave

All employees shall be entitled to Bereavement Leave in accordance with the following provisions:

- 5 days off in the event of the death of father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild or spouse's grandparents.

- 1 day off for death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.

- Bereavement leave shall be separate and apart from all other leave. No leave may be taken unless the Superintendent of Public Works has been notified and has authorized the employee to leave.

B. Military Leave

Any Employee covered under this Agreement who is a member of the Organized Reserve of the Army, U.S. Naval Reserve, U.S. Air Force Reserve, U.S. Marine Corp. Reserve, or other affiliated organization shall be entitled to leave of absence from duty without loss of pay or time for all days during which he or she shall be engaged in annual active field

training. Such leave of absence shall be in addition to regular vacation allowed such member or Employee. In the event of wartime, an Employee covered under this Contract, if called to active duty, will retain his/her health insurance coverage, and be paid the difference between his/her salary with the Township and his/her military pay. This will be for the period of time that he/she is on military duty. When he/she returns to work for the Township, it is expected that he/she will return for work immediately. If not, his/her employment and benefits will be terminated.

ARTICLE IX

MANAGEMENT

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

1. Carry out the statutory mandate and goals assigned to a municipality;

2. To utilize personnel, methods and means in the most appropriate, reasonable and efficient matter possible;

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

B. The Township of Stafford hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon invested 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 limit to, the generality of the foregoing rights:

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

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

3. To make, maintain and amend such reasonable rules and regulations as the Township may from time to time deem best for the purpose of maintaining order, safety and/or the efficient operation of its subdivisions.

4. To hire all Employees and determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

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

6. To exercise its discretion with regard to the Employees, as to be consistent with all the foregoing.

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

ARTICLE X

HOURS/SCHEDULE

A. The parties understand and agree that the standard work week shall consist of 8 hours per day, Monday through Friday, 40 hours per week.

B. All Employees shall complete their work in the time allotted during the normal 8 hour work day.

C. Employees may be dismissed one-half (1/2) hour early if they have worked through lunch and provided an emergent condition does not exist in the department.

ARTICLE XI

OVERTIME

A. The Employer agrees that overtime consisting of time and one-half time shall be paid to all Employees covered by this Agreement for hours worked in excess of a normal 8 hour work day or 40 hour work week. Double time will be paid after 12 consecutive hours of overtime worked. No Employee shall be paid overtime for work performed which was not completed in the allotted time provided during the normal 8 hour work day. The Superintendent of Public Works shall have the sole discretion with respect to any and all determinations regarding work which should have been completed in a normal 8 hour work day.

B. Effective 1/1/02:

- During periods of impending emergency, if the Superintendent of Public Works notifies employees that they must be home and ready to be called out after hours, a 2-hour stand-by time shall be paid to each employee so notified. If the employee does not personally speak to the Superintendent to respond to the phone call in person, he/she will not be paid the 2-hour time, AND

- After having worked 8 hours prior to the start of the normal work day (7:00 AM) any and all additional hours are to be paid at the rate of time and

one-half until the end of the work day, after which time the rate shall be double time, AND

D. If an Employee is required to work on Sunday or a Holiday, he/she shall receive double time for all hours worked on a Sunday or Holiday.

E. In the event an Employee is called in to duty other than his/her normal assignment, he/she shall be paid overtime at a rate of time and one half for all time worked during such period. In no such case shall he/she be paid for less than 4 hours and he/she shall work for those 4 hours unless the employee punches in after 6:00 AM on a normal workday, in which case the employee shall be paid for the actual time worked only.

F. Emergency Work

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

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

2. The number and qualifications of Employees assigned to work in an emergency situations (unless governed by an

appropriate statute).

G. When an Employee has been called out for emergency work the Township agrees to reimburse the Employee for any meals that fall within that working time period at a rate of \$8.25 for breakfast, \$11.00 for lunch and \$15.00 for dinner. This benefit is available only for time not included in the normal work day schedule.

H. Overtime Rotation

Overtime shall be assigned in accordance with the seniority list, which shall set forth the names of 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 an opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an Employee to whom the assignment has been offered declines to accept that assignment, he/she will be passed, and will not be offered any overtime assignments until his/her turn is reached again. If the Employee is offered an overtime assignment and is unable to perform the assignment because he/she is not

qualified to do the work assigned, he/she will be offered the next overtime assignment for which he/she 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 is qualified to perform the assignment shall be obliged to accept it. No Employee will be permitted to accept an overtime assignment if the Employee does not possess the skill and ability to perform the work. All determinations as to qualifications for overtime assignments shall be at the discretion of the Superintendent of Public Works.

I. Due to the important and emergent nature of work to be performed, if the Superintendent of Public Works or his designee reaches an employee's answering machine, the employee must return the call within 15 minutes to be eligible for the overtime assignment. Failure to do so will result in the employee being passed over in the rotation.

J. Any employee may, at his/her option indicate at the time overtime is assigned that he/she wishes to take compensatory time (at time and one half) in lieu of monetary payment. Once made, however, this decision may not be changed. Further, employees may only accumulate up to 80 hours of

compensatory time in a calendar year and they must utilize all compensatory time earned within that calendar year by 12/31 of each year or the time will be forfeited. At no time may compensatory time be converted to monetary payment. The time frame and procedure for requesting compensatory time off shall be identical to the time frame and procedure for personal days.

ARTICLE XII

VACATIONS

A. The Township vacation plan for all Employees shall be as follows:

1. During the first year of employment: 1 vacation day for the 3rd through 12th month of employment, for a total of 10 vacation days.

2. During the second year of employment: 1 vacation day for the 13th through 21st month, and 2 vacation days for the 22nd, 23rd, and 24th month of employment.

3. Upon completion of the second year of employment: 16 vacation days, and 1 additional vacation day per year, up to and including the 12th year.

C. All Employees may accumulate a maximum of 65 vacation days. An Employee may not exceed an accumulation of 2 years' vacation time on any given year. Each Employee must use 1 full work week of vacation per year.

D. All Employees must submit an annual request for

vacation by February 1st of each year. This request will cover the current calendar year. In granting approval for vacations, the primary needs of the management of the Township shall be taken into account by the Superintendent of Public Works or his designee in deciding how many Employees may be absent from duty at any one time.

E. Whenever more than 1 Employee within a job classification at a job location requests vacation, at a given time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the Employees with the greatest seniority shall be granted their vacations first.

F. Employees may submit additional vacation requests throughout the year, which will be approved as per seniority and availability. Two weeks' notice is required for such request. However, senior employees may not bump a less senior employee who's vacation had already been approved through the annual vacation request process.

G. Peak-time Scheduling

It is recognized that the summer months of

employment are the peak work time of the Township. The peak time period shall be from Memorial Day to Labor Day. During this period of time, 1 Employee shall be allowed to schedule 1 week of his vacation. The Employee with the most seniority who desires to schedule his/her vacation during this period shall have first preference. The Superintendent of Public Works shall have full discretion regarding said scheduling as certain skills may be required as to Employees needed to perform the job.

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

I. Should a member, due to sickness or injury for a period of 1 continuous year, be unable to comply with Section C above, he will be exempt from that section and shall be paid for all accrued vacation over 55 days.

J. Employees are permitted to sell back up to one week (5 days) of vacation time each and every year which shall be paid in the form of a separate check. Payment for unused vacation time shall be issued to employees in the first pay period in December of each year, provided that the employee has submitted a written request for payment to the superintendent of public works by August 1st of each and every year.

ARTICLE XIII

HOLIDAYS

A. All employees are entitled to the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day
Labor Day	

ARTICLE XIV

HOSPITAL AND MEDICAL INSURANCE

A. State of New Jersey Health Benefit Plan

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

2. Effective 7/1/05, all employees shall be subject to the following premium co-pay amount through bi-weekly deductions:

- \$30.00 per pay period for all full time employees with benefit coverage.

Consistent with the NJ State Health Benefits Plan guidelines, the above-cited premium co-pay shall be inclusive of vision, dental, prescription and dependant health insurance benefit coverage and shall only go into effect provided that all 7 township collective bargaining units have agreed to the premium co-pay as shown above. Further, if all bargaining units do not agree then the co-pay amounts for dental and vision only shall be adjusted as follows as of 7/1/05:

- Dental - \$2.50 per month for single

coverage and \$6.50 per month for family coverage

- Vision - \$2.25 per month

In addition, if the new premium co-pay amounts of \$30.00 per pay period go into effect as of 7/1/05, the township agrees to enhance the current dental by:

- Increasing the annual maximum from the current \$1,000 to \$2,000
- Increasing the orthodontic benefit from the current \$750 to \$2,000

3. The parties acknowledge and agree that the prescription coverage provided by the township is through the NJ State Health Benefits Plan (NJSHBP). The current co-pay amounts are \$1.00 generic and \$5.00 for name brand prescriptions. It is likely, however, that the NJSHBP will be implementing an increase in these co-pay amounts. As such, any increase in the employee co-pay for prescriptions (up to a maximum of \$5.00 generic and up to \$10.00 "name brand") implemented by the NJ State Health Benefits Plan shall become effective on the date that the NJ State Health Benefits Plan implements the increases PROVIDED that all 7 collective bargaining units agree to this change. If the State Health

Benefits Plan does not implement an increase in the co-pay amount and if all collective bargaining units do not agree, there shall be no change in the employee co-pay for prescriptions which shall then remain at \$1.00 generic and \$5.00 "name brand".

4. Effective 7/1/05, employees may voluntarily choose to participate in a medical flexible spending account program to be implemented by the township. The program permits employees to have a specified amount of pre-taxed salary to be deducted from their payroll check each pay period for the purpose of being reimbursed for eligible "out of pocket" medical expenses.

Employees electing to participate in the program will be charged \$3.00 per month and must comply with all aspects of the program. This program is strictly voluntary.

B. Dental

The terms and conditions of the dental insurance are those as set forth in the Township policy or its equivalent. The township agrees to continue to offer an enhanced fee schedule dental plan known as Horizon Dental "Plan 2". In addition to the enhanced fee schedule plan, the township will continue to offer managed care plan known as Horizon Managed

Dental Choice (MDC).

C. Vision

The Township agrees to continue to offer a vision plan dealing with eye care and eyeglasses known as Vision Service Plan of New Jersey or equivalent.

D. Prescription Plan

The Township agrees to continue to offer the NJSHBP Prescription Plan consistent with the co-pay amounts shown in section A.(3).

E. Life Insurance

1. The Township agrees to pay 50% of the cost of providing Employees with an insurance policy under the Public Employees Retirement System, entitling Employee to a death benefit of 3 times his salary.

2. The Employee's 50% contribution is at his option after 1 year of employment with the Township.

F. The Township will provide an opportunity for Employees, upon retirement, to continue in the benefit program listed in this Article, Sections B, C and D at the Employee's expense with individual costs the same as the group rate.

G. The Township will provide, upon retirement, paid

medical benefits commencing January 1, 1991, as listed in Section A of this Article, to all Employees who have successfully completed 25 years of service, or are eligible for disability retirement, under the New Jersey Public Employees Retirement System. It is further understood that said insurance shall cover the spouse of said retiring Employee, and dependents who are considered eligible for benefits under said medical plan.

ARTICLE XV

CLOTHING ALLOWANCE

A. Each Employee shall receive an allotment of clothing as determined by the Township in lieu of a monetary stipend by 3/1 of each year. The allotment will include 12 pair of gloves and liners, 6 pair of rubber gloves, 5 orange t-shirts, 5 pair of shorts, choice of bib overalls or coveralls, jackets, sweatshirts & rubber boots.

B. Boot allowance will be \$500.00 (maximum) annually. Employees must either purchase the boots directly through the Township Purchasing Agent or seek reimbursement following the submission of a valid receipt and purchase order. All vouchers must be submitted by December 1st of each year. The township will have no obligation to process vouchers after December 1st, unless funds are available.

C. Clothing for inclement weather will be provided by the Township.

D. Any difficulty the employees have with their uniforms or equipment shall be reported directly to their foreman or the superintendent of public works.

ARTICLE XVI

JOB CLASSIFICATIONS

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

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

ARTICLE XVII

LEAVE OF ABSENCE

- (A) Leaves of absence for reasonable purposes may be granted for up to 1 year at the discretion of the Township.
- (B) A local Union Steward or Union Officer in the department shall be permitted to apply to the Township for a one-year leave of absence without pay or benefits in order to serve in a union capacity with the local union without loss of seniority. The Township shall not unreasonably without approval for said request.

(C) **ARTICLE XVIII**

SALARIES

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Operator	\$26.37	27.42	28.51	29.65
Operator Lt. Equipment	\$23.95	24.90	25.89	26.93
Mechanic	\$25.02	26.01	27.05	28.13
Assistant Mechanic	\$22.51	23.41	24.34	25.31
Truck Driver	\$22.07	22.95	23.87	24.82
Bus Driver	\$22.07	22.95	23.87	24.82
Part-time Bus Driver (starting range)	\$16.42	17.07	17.75	18.46
Part time Bus Driver (end of range)	\$20.76	21.59	22.45	23.35
Laborers/Custodians				
1st six months	\$10.34	10.34	10.34	10.34
1ST Year	\$12.91	12.91	12.91	12.91
2 nd Year	\$18.36	19.09	19.86	20.65
3 rd Year	\$20.70	21.53	22.39	23.28
4 th Year	\$20.87	21.70	22.57	23.47

The wage rates shown above reflect a 3.9% increase for 2006, 2007 and 2008.

B. Pay periods will be determined by the Employer for the duration of this contract. Employees will be paid no less frequently than on a bi-weekly basis. Any errors on an employee's pay check which substantially or significantly affects that employee's pay, will be corrected within three (3) working days from the issuance of the check. A "significant or substantial" impact would be an error that would alter the employee's pay by ten (10%) percent or more. If the error is minor in nature, it would be corrected on the ensuing pay check that would be issued the next pay period.

C. The township agrees that if employees obtain a CD license, the township will pay "driver" wages to individuals operating trucks excluding pick-up trucks.

D. Effective 1/1/05, the township will agree to an additional stipend of .60 per hour for any township mechanic that has earned the license of "Master Auto Technician" or "Master Truck Technician" from the Automotive Service National Institute (A.S.E.) which includes the following 8 "Master" certifications in Engine Repair, Auto Trans/Transaxle, Manual Drive Train, Suspension and Steering, Brakes, Electrical/Electronic Systems, Heating & Air Conditioning, Engine Performance.

E. Any employee who receives or currently has a Commercial

Driver's License (CDL) shall receive an annual stipend of \$100 to compensate for the township's ability to benefit from that training. Annual proof of the CDL must be provided by the employee.

ARTICLE XIX

LONGEVITY

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

Commencing 1st day of 5th year	-	2% of employees base salary
Commencing 1st day of 9th year	-	4% of Employee's base salary
Commencing 1st day of 13th year	-	6% of Employee's base salary
Commencing 1st day of 17th year	-	8% of Employee's base salary
Commencing 1st day of 21st year	-	10% of Employee's base salary
Commencing 1 st day of 24 th year	-	12% of Employee's base salary

B. New longevity schedule for new employees hired after 1/1/02.

- 1st day of 5th year \$500.00
- 1st day of 9th year \$1,000.00

- 1st day of 13th year \$1,275.00
- 1st day of 17th year \$2,000.00
- 1st day of 20th year \$2,500.00

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

ARTICLE XX

SAVINGS CLAUSE

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

ARTICLE XXI

DURATION

This Agreement shall be in effect as of and applied retroactively to the first day of January, 2005 to and including the 31st day of December, 2008. In the event that a new written contract has not been entered into between the Employer and the Union on or before the first day of January, 2009, then all of the terms and conditions of this Contract shall be in full force and effect unless and until a Contract has been entered into subsequent to January 1, 2009.

ARTICLE XXII

PROBATION PERIOD

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

ARTICLE XXIII

PART-TIME EMPLOYEES

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

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. Definitions

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

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

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

B. Requirement

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

2. Any Employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of the Union, or by an attorney, where reasonable notice of legal representation is given the Employer. When an Employee is not represented by the Union,

the Union shall have the right to be present and state its views at all stages of the grievance procedure unless the Employee objects to the presence of the Union representative in which case the Union may not be present at any stage of this procedure.

However, in the event the Union is not present after final determination at Step 3, if such final determination is made, the Union will promptly receive a copy of the Employee's written grievance and a copy of the final determination thereof.

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

C. Procedure

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

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

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

Step Four: Grievances which have not been settled under the foregoing procedure may be appealed to arbitration by

either party within 10 calendar days of the date of Employer decision in Step Three. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Third Step answer. The appeal of a grievance to arbitration shall state in concise detail the nature of the remedy requested.

For the purpose of arbitration, the aggrieved party shall file with the New Jersey State Public Employment Relations Commission for a panel of arbitrators in accordance with PERC rules. This appeal shall be within 14 days of the determination in Step Three.

The cost of the arbitrator and the expenses of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. In formulating his decisions, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Civil Service Commission and the Courts. The decision of the arbitrator shall be in writing and is final and binding for the parties to the Agreement.

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

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

ARTICLE XXV

RESIGNATION

A. Any Employee who wishes to resign in good standing should give the Township at least 2 weeks prior written notice.

The 2 weeks notice shall not include earned annual vacation time where applicable.

B. No resignation shall become effective until it is accepted by the Township administrator.

C. Any Employee who does not submit his or her resignation in compliance with the provision of this subsection, or whose resignation is not approved, or who is absent from work for a period of 5 working days without notifying the Department Head or the reason for his/her absence and of his/her intention to return to work, may be considered as having resigned without notice and not in good standing.

D. Any Employee who resigns in good standing shall be paid a pro rata share of those vacation days earned for that year.

E. Any Employee who dies while in the employment of the

Township shall have his survivors compensated for all unused vacation time for the year of employment.

ARTICLE XXVI

ON THE JOB INJURY

A. All accidents shall be reported immediately to the Employee's supervisor.

B. An Employee who is injured during the course of his/her employment and is immediately sent for medical treatment and is unable to return to work shall be paid for the entire shift, not to exceed 8 hours straight time.

C. The township has adopted an Alternate Light Duty Return to Work policy. The provisions of this policy are as follows:

Return to Work/Temporary Alternate Duty Policy

1. **Purpose:** The Township of Stafford recognizes that it is in the best interest of the Township to reduce and/or minimize workers compensation claims costs. To that end, the governing body would like to establish a policy and procedure to facilitate employees' return to work following an on the job injury through the assignment of temporary alternate duty or what is commonly referred to as "light duty."
2. **Applicability:** It is the stated purpose of the governing body that although this policy shall apply to all full time and part time employees of the Township of Stafford the ultimate approval for the return to work on temporary alternate duty or light duty rests with the Township Administrator. The Township Administrator in consultation with the employee's department head shall determine if it is in the best interest of the Township to approve a return to work request.

3. **Procedure:** All requests for temporary alternate duty/light duty assignments are submitted by fax to the Township Administrator from the Disability Case Manager of the Township's Managed Care provider. The request shall include a detailed list of the restrictions placed on the employee's activities and the estimated duration of the temporary alternate duty/light duty assignment. The Township of Stafford's alternate duty program is limited to 45 workdays; therefore, the Township will only consider requests with an estimated duration of 45 workdays or less. If it does not appear that the employee will be able to return to work without any restrictions within 45 working days then the Disability Case Manager should not submit a request to the Township at that time. Following written notification from the Case Manager, the Township Administrator will then contact the department head of the employee involved and solicit the department head's opinion with respect to the temporary alternate duty/light duty assignment. Each request shall be considered on a case by case basis. There shall be no specific positions created for alternate duty/light duty assignments. If, in the opinion of the department head and the Township Administrator there is meaningful work to be assigned to the employee on a short-term basis without disrupting the operation of the department then the request would be approved. The Township Administrator may also consult with other Department Heads if the employee's department does not have meaningful work to be performed. If the request cannot be accommodated then the employee shall be so notified. If the request is approved it shall be the responsibility of the Disability Case Manager to keep the Township Administrator informed of the medical progress of the employee. The Township reserves the right at all times to curtail the temporary alternate duty assignment if in the opinion of the Township Administrator the employee is not providing meaningful service to the Township. If at the end of 45 work days the employee completes the temporary alternate duty assignment and is not able to return to work without restrictions the Township reserves the right to place the employee back on Workers Compensation leave at that time.
4. **General Provisions:**
- Employees assigned to temporary alternate duty assignments shall continue to receive the same salary and benefits as they received prior to their injury.
 - Any employees assigned to temporary alternate duty are prohibited from engaging in any outside employment of any kind unless they have requested and received written approval from the Township Administrator.
 - This policy does not affect the rights and privileges of employees under the provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act or other Federal or State law.
 - Employees may not refuse temporary alternate duty assignments that are recommended by the Township's Workers Compensation Physician or

Disability Case Manager. Failure to report to work as directed shall constitute immediate grounds for dismissal.

- Employees may be assigned for temporary alternate duty in **any** township department where the need exists for assistance. The assignment need not be in the department to which the employee is normally assigned.
- Employees assigned to temporary alternate duty shall be allotted time off to attend medical appointments and/or physical therapy appointments which have been arranged by the Disability Case Manager. Employees must request other leave time for any other reason.
- Temporary alternate duty assignments are available only to employees of the Township who have been injured in the course of their employment with the Township and recommended by the Disability Case Manager.
- Temporary alternate duty assignments are not guaranteed. As noted above, each request shall be reviewed on a case by case basis. If the employee's medical condition is such that he/she would be limited in their activities beyond what is reasonable then the assignment would not be approved. Further, if an assignment cannot be found which would provide meaningful employment then the request would not be approved. Lastly, if more than one employee in a given department is out with a Workers Compensation injury it is likely that the Township would not be able to find temporary alternate duty assignments for all effected employees.
- It shall be the responsibility of the Disability Case Manager to keep the Township Administrator informed of any change in the employee's status immediately.
- If the employee believes that the temporary alternate duty to which he/she has been assigned is too strenuous or beyond the physical abilities of the employee, then he/she may request a meeting with the Township Administrator and Disability Case Manager. The Township Administrator shall render a written response to the employee within 24 hours of the meeting and that response shall be final.
- The Township reserves the right to extend the provisions of this policy on a case by case basis for employees who are injured off the job if the circumstances warrant such consideration.

ARTICLE XXVII

DISCIPLINE

A. The Township shall not discipline any member of the Public Works Department without just cause.

B. All disciplinary action taken by the Township will be in one or more of the following formats:

1. Informal, private, or oral reprimand by the supervisor or his designee;

2. A written memorandum of censure by the supervisor or his designee with copies to the Township Administrator;

3. A confidential letter of admonition from the Township Administrator with copies to the Employee's supervisor and to the Employee's personnel file;

4. Suspension from duty without pay not to exceed 5 working days by action of the supervisor;

5. Suspension from duty without pay taken by action of the Township Administrator;

6. Demotion by action of the Township Administrator. Demotion shall include but not be limited to a change in job title and/or a loss of pay;

7. Dismissal from the Township's employ by action

of the and Township Administrator;

8. Copies of all notices under the section shall be forwarded to Teamster's Delegate.

C. Nothing shall require the Township to take disciplinary action in the order of appearance in this article so long as the action taken is related to the severity of the offense determined to have occurred.

D. All documents in any way connected with an Employee's disciplinary history shall be placed in the Employee's personal history file and may be viewed in accordance with the terms of this Agreement. Employees may submit a written request to the township administrator to remove written disciplinary action in their personnel file after one year of the infraction. In considering whether or not to remove the disciplinary action the Township Administrator will consider the severity of the offense and the work record of the employee. The township administrator will submit a written decision to the employee concerning the removal of the disciplinary action within 10 days of the receipt of the request from the employee. The decision of the township administrator shall be final and not subject to arbitration.

E. Newly hired probationary Employees may be separated from their employment by action of the Township Administrator or its designee at any time without recourse from said Employee.

ARTICLE XXVIII

VOLUNTARY EMPLOYEE CONTRIBUTIONS TO D.R.I.V.E..

The employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this agreement voluntary contribution to D.R.I.V.E.. DRIVE shall notify the employer of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in

violation of State and Federal Law. No deduction shall be made which is prohibited by applicable law. The union agrees to indemnify and hold the employer harmless against any and all claims relating to the deductions made hereunder and the remitting of those deducted amounts to DRIVE.

ARTICLE XXIX

BULLETIN BOARDS

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

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

ARTICLE XXX

NEGOTIATIONS

It is hereby agreed between the parties to this Agreement that negotiations for the 2009 Contract shall be initiated on or before the 15th day of October, 2008, and that the parties hereto will schedule as soon thereafter as practicably possible a time and a place in order to discuss the terms and conditions of the 2009 Contract.

ARTICLE XXXI

NO WAIVER

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

ARTICLE XXXII

COMPLETION OF AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto set their hands and seals in Stafford Township, Manahawkin, New Jersey on this _____ day of _____, 2005.

TEAMSTERS LOCAL 97 OF N.J.

TOWNSHIP OF STAFFORD

John Gerow, President

CARL W. BLOCK, Mayor

Paul J. Shives,
Township Administrator

Patrick Guaschino,
Director, P
Public Employee Sector

John Johnson, Steward

Bernadette Park,
Municipal Clerk

William Branscomb, Steward

Dated this _____ day of _____, 2005.

lm:44824