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THIS DOES NOT
CIRCULATE

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AGREEMENT

Between

THE TOWNSHIP OF WASHINGTON

and

THE WASHINGTON ROAD
DEPARTMENT EMPLOYEES ASSOCIATION

January 1, 1979 - December 31, 1980

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LAW OFFICES:

PACHMAN, ARON, TILL & SALSBERG
591 Summit Avenue
Jersey City, New Jersey 07306
(201) 792-6900

JWS

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ACHMAN, ARON,
LL & SALSBERG
COUNSELLORS AT LAW
131 SUMMIT AVENUE
NEW JERSEY CITY, NEW JERSEY 07308

ASL

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AWs

PREAMBLE

THIS AGREEMENT, made this 16th day of July, 1979,

BETWEEN

THE TOWNSHIP OF WASHINGTON, a body politic
and corporate of the State of New Jersey,
hereinafter referred to as "Employer",

AND

THE WASHINGTON ROAD DEPARTMENT EMPLOYEES
ASSOCIATION, hereinafter referred to as
the "Union" or "Association".

WHEREAS, the Employer and the Union recognize that it
will be to the benefit of both to promote mutual understanding
and foster a harmonious relationship between the parties to the
end that continuous and efficient service will be rendered to
and by both parties.

NOW, THEREFORE, it is agreed as follows:

EAW
[Signature]

ACHMAN, ARON,
LL & SALSBERG
COUNSELLORS AT LAW
191 SUMMIT AVENUE
LIVINGSTON CITY, NEW JERSEY 07308

[Signature]

ARTICLE I

EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee covered by this agreement in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any such employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Employer or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

Egy
JWP

ACHMAN, ARON,
LL & SALSBERG
DUNSELLORS AT LAW
191 SUMMIT AVENUE
CITY, NEW JERSEY 07306

ARTICLE II

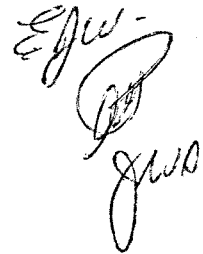
ASSOCIATION RECOGNITION

(1) The Employer recognizes the Union as the exclusive representative for all full-time regularly employed individuals, except that there is excluded the following:

- (a) Superintendent
- (b) Secretary
- (c) Persons employed under Government funding programs provided, however, that if any agency of competent jurisdiction or court of competent jurisdiction shall determine otherwise, such determination shall govern.

(2) No employee shall be compelled to join the Union, but shall have the option to voluntarily join said Union.

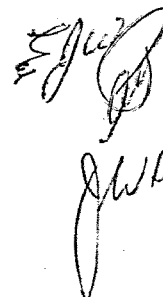
(3) The term "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.



ARTICLE III

EXCLUSIVITY OF UNION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with respect to terms and conditions of employment with any one but the recognized Union with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.


Two handwritten signatures in cursive script are located to the right of the main text. The top signature is more complex and appears to be 'E. J. ...', while the bottom signature is simpler and appears to be 'J. W. ...'.

ACHMAN, ARON.
L & SALSBERG
COUNSELLORS AT LAW
91 SUMMIT AVENUE
NEW YORK CITY, NEW JERSEY 07306

ARTICLE IV

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

Egw.

JWS.

ARCHMAN, ARON,
LL & SALSBERG
COUNSELLORS AT LAW
191 SUMMIT AVENUE
LAWRENCEVILLE, NEW JERSEY 07308

ARTICLE V

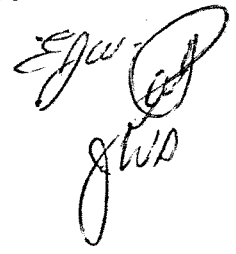
UNION REPRESENTATIVES

(1) The Employer recognizes the right of the Union to designate two (2) representatives for the enforcement of this Agreement. The Union shall furnish the Employer in writing the names of the representatives and notify the Employer of any changes.

(2) The authority of the representatives so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

(3) Whenever management shall, during working hours, request the presence of a designated Union representative to settle grievances or to attend meetings and conferences called by or agreed to by management on contract negotiations with Township officials, the designated Union representative shall be granted time off with pay to attend such meetings.

Handwritten signature and initials, possibly "E. J. W." and "J. W.", in dark ink.

ACHMAN, ARON,
LL & SALSBERG
COUNSELLORS AT LAW
191 SUMMIT AVENUE
CITY, NEW JERSEY 07306

ARTICLE VI

MAINTENANCE OF WORK OPERATIONS

(1) The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdown during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity.

(2) It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

Ejce *[Signature]*
JWD

ARTICLE VII

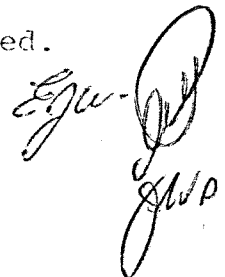
PRESERVATION OF RIGHTS

(1) The Township of Washington hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees. Newly hired employees shall be required to serve a probationary period of six (6) months. CETA employees or employees hired under any funding program shall not gain seniority rights during the period of time served in any such funding program; and
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge or take any other disciplinary action for good and just cause according to law.

(2) Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representatives before they are established.

ACHMAN, ARON,
LL & SALSBERG
COUNSELLORS AT LAW
191 SUMMIT AVENUE
CITY, NEW JERSEY 07308

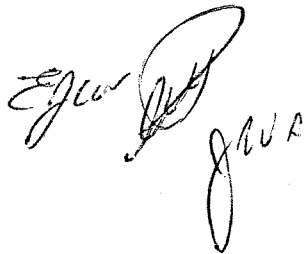


ARTICLE VII - (CONT'D.)

PRESERVATION OF RIGHTS

(3) Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority, under R. S. 11:40 and 40A, 40:69A-1, et seq., N.J.S.A. 34:13A-1, or any other national, state, county or other applicable laws.

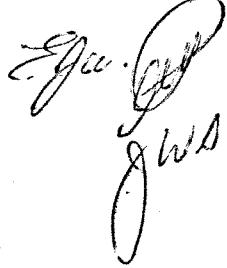
(4) Unless a contrary intent is expressed, all existing benefits, rights, duties, obligations and conditions of employment applicable to any employee pursuant to any applicable rules, regulations, instruction, directive, memorandum, statute, or otherwise shall not be limited, restricted, impaired, removed or abolished.

Handwritten signature and initials, possibly "EGL" and "JWR".

ARTICLE VIII

DATA FOR FUTURE BARGAINING

The Township agrees to make available to the Association all public records the Association may require to bargain collectively, providing same is not of a confidential nature.

A handwritten signature in cursive script, appearing to read "E. J. [unclear]".

ARTICLE IX

SALARIES

(1) The base annual salaries shall be set forth in Appendix "A".

(2) Any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

E. J. ...
J. W. ...

ARTICLE X

WORK DAY, WORK WEEK AND OVERTIME

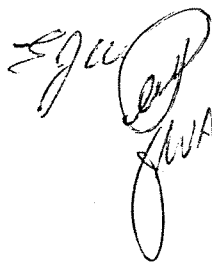
(1) The work day shall commence at 7:00 A.M. and shall continue until 12:00 noon during which period a fifteen (15) minute coffee break will be provided.

(2) Lunch shall be taken from 12:00 noon to 12:30 P.M. and shall not be considered as work performed.

(3) Work shall again commence at 12:30 P.M. and shall continue until 3:30 P.M. during which period a fifteen (15) minute coffee break will be provided.

(4) Work in excess of an eight (8) hour day shall be overtime and shall be paid at the time and one-half rate.

(5) The work week shall consist of Monday through Friday for a total of forty (40) hours. It is agreed and understood, however, that there is presently one (1) employee working on Saturdays as part of his normal work week, at straight time. If, after January 1, 1980, this employee leaves the employ of the Township, and is replaced with a newly hired member, said replacement (no more than one (1)) may be placed on a Tuesday through Saturday schedule using Saturdays as normal work days, at straight time. Only that member of the unit with the lowest seniority will be required to be on such a schedule, and no existing employee at the time of the signing of this Agreement shall be so required.



ARTICLE X - (CONT'D.)

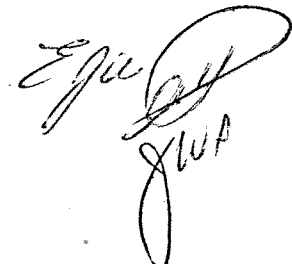
WORK DAY, WORK WEEK AND OVERTIME

(6) In connection with the Debris Crew, the week for said crew for the period from April through October shall consist of four (4) days at ten (10) hours per day, for a total of forty (40) hours per week. Overtime shall not be paid for the two (2) hours in excess of eight (8) hours per day, but in the event said crew or any member thereof shall work in excess of ten (10) hours in any one (1) day, then such employee shall be paid at the rate of time and one-half for all hours worked in one (1) day in excess of ten (10) hours, regardless of the total number of hours worked in any week.

(7) Where an employee has taken an unexcused absence or has been tardy during any work day, that employee shall not be paid overtime except for work actually performed during the work day in excess of eight (8) hours. The unexcused absence or the tardiness shall not be considered as time in service for the computation of overtime.

(8) The Employer may, in an emergency, require any employee to work overtime whenever such overtime is deemed necessary by the Employer. Volunteers shall first be sought. Where no volunteers can be obtained, then the Employer shall have the right to assign employees to work overtime.

(9) The Employer shall have the right, during emergency periods, to alter the lunch hour and/or coffee breaks, the starting

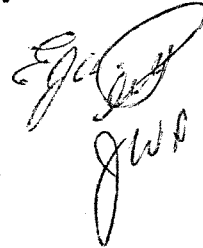


ARTICLE X - (CONT'D)

WORK DAY, WORK WEEK AND OVERTIME

and ending time for any employee provided, however, that in no event shall such changes be for a period longer than two (2) hours.

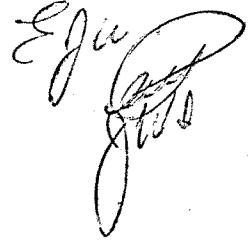
(10) Where, in an emergency, an employee is called in prior to the time of the commencement of his work, no overtime shall be paid for the early call in. When the emergency has terminated, the employee called in early shall be permitted to leave after a period of eight (8) hours of continuous work. Where, however, the emergency continues in effect, the employee called in early may be required to continue his work until the end of his regular shift and, in any such event, the employee shall be paid time and one-half for all work performed in excess of eight (8) hours in any one (1) day.

A handwritten signature in dark ink, appearing to be "E. J. Salsberg" or similar, with a large flourish above the name.

ARTICLE XI

HOURLY RATE

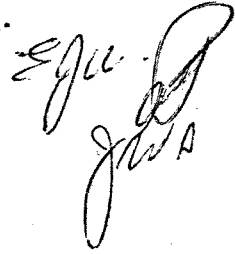
To compute the base hourly rate of an employee, his annual base salary shall be divided by 2,080 hours.

A handwritten signature in cursive script, appearing to read "E. J. ...", is located to the right of the main text.

ARTICLE XII

STAND BY TIME

The practice with regard to stand by time during Winter Watch shall be as follows: five (5) hours per week at one and one-half pay rate. During said stand by time it shall be the obligation of those employees on stand by time to start the trucks and to empty the contents of the waste baskets in Police Department Headquarters on Saturdays or Sundays only.

A handwritten signature in black ink, appearing to be "E. J. Salsberg" or similar, written in a cursive style.

ARTICLE XIII

RECALL

(1) Any employee who is called back to work after having completed his regularly scheduled shift, shall be compensated at his time and one-half rate and shall be guaranteed no less than two (2) hours of work.

(2) The parties agree that when an employee is injured while traveling in response to or as a result of a recall and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this Agreement, provided, however, that any injuries sustained which may be due to intoxication, or resulting from the use of drugs not prescribed by a physician, or which may be self-inflicted, or which may be the result of horseplay, shall not be considered as an injury on duty within the contemplation of this provision.

Eja
[Signature]
JLB

ARTICLE XIV

LONGEVITY

Employees shall receive a longevity payment in accord with present practice, up to a maximum of ten (10%) percent, which shall be paid in November.

EJC *JWS*

ARTICLE XV

UNIFORMS

The present practice with regard to uniforms shall be continued. Use of sneakers is forbidden. Uniforms shall be worn at all times.

Egw. [Signature]
JWP

ARTICLE XVI

VACATIONS

(1) The vacation allowance shall be as set forth in this Agreement in Appendix "B".


(2) When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only or, by mutual agreement of the parties, may be compensated by money payment thereof.

(3) If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against available sick leave, at his option, upon proof of hospitalization and a physician's certificate.

(4) If an official holiday occurs during an employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

(5) Vacations shall be selected on a rotating seniority basis which shall be established by the Township of Washington three (3) months prior to the effective date, subject to present practices.

(6) All vacations shall be taken between the period from May 1st through October 31st. Whenever a vacation cannot be taken during said period through circumstances beyond the



ARTICLE XVI - (CONT'D)

VACATIONS

control of an employee, the parties may, by mutual agreement, fix a time during which a vacation shall be taken and, in the event the parties are unable to come to an agreement with reference to the time in question, then the employee in question shall receive pay in lieu of vacation.

EJC.
[Signature]
JWA

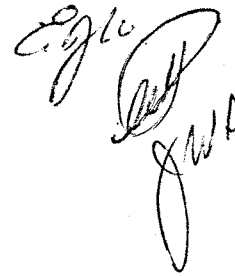
ARTICLE XVII

HOLIDAYS

(1) All employees will be entitled to and will receive twelve (12) holidays per year which, if worked, entitles the employee to time and one-half for each such holiday for the hours worked only.

(2) The holidays noted herein shall be as set forth in Appendix "C".

(3) If any additional holidays are declared during the term of this Agreement by the Township's Mayor or governing body for any other Township employees, then, in that event, either party may reopen this Agreement to negotiate possible changes in the existing number of holidays hereunder.

Handwritten signatures in black ink, including a large signature that appears to be 'Egle' and another signature below it.

ARTICLE XVIII

SICK LEAVE

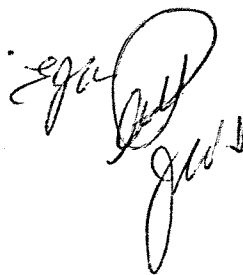
(1) Each employee shall be entitled to eleven (11) paid sick leave days during 1979 and twelve (12) paid sick leave days during 1980. Any days not used in any one (1) year shall be carried thereafter from year to year and all such unused sick leave shall be cumulative without limit.

Upon retirement there shall be paid to each employee a sum representing one-third (1/3) of the compensation for all unused sick leave.

Where an employee has used up all of his accumulated sick leave and additional sick leave may be required, said employee shall have the right to request the allowance of additional sick days of the governing body of Employer. The Employer may, in its sole and unlimited discretion, grant renewable leaves of absences pursuant to the statutes in such cases made and provided.

The decision of the governing body shall not be appealable under the Grievance Procedure.

(2) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in a member of the immediate family of the employee, or necessary attendance upon such immediate family member. As used in this provision, the term "immediate family" is defined as meaning a spouse, child or children of said employee, or parent or parents of said employee, if living in the same household.



ARTICLE XVIII - (CONT'D)

SICK LEAVE

(3) to qualify for payment while absent on sick leave, each employee who will be absent from duty on sick leave shall so notify his supervisor before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

(4) An employee absent on sick leave may be required to submit acceptable medical evidence substantiating the illness if he is absent three (3) or more consecutive days.

*Egw
JWS*

ARTICLE XIX

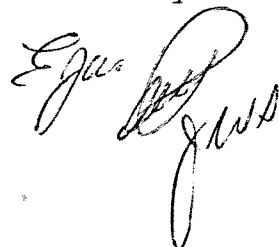
WORK INCURRED INJURY

(1) Where an employee covered under this Agreement suffers a work-connected injury or disability, the Township shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Township.

(2) The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Director may require the said employee to present such certificates from time to time.

(3) In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, establishing such further period of disability and such findings by the Division of Worker's Compensation or by the final decision of the last reviewing court shall be binding upon the parties.

(4) For the purpose of this article, injury or illness incurred while the employee is attending a Township-sanctioned training program shall be considered in the line of duty.

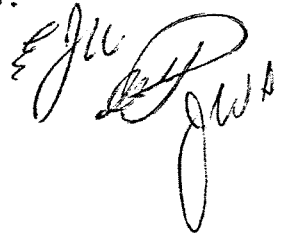
A handwritten signature in dark ink, appearing to be "E. J. ...", is located in the bottom right corner of the page.

ARTICLE XIX - (CONT'D)

WORK INCURRED INJURY

(5) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment or, if there is an appeal therefrom, the final decision of the last reviewing court.

(6) An injury on duty requiring time off for treatment, recuperation or rehabilitation, shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

A handwritten signature in dark ink, appearing to be 'E. J. ...', is located to the right of the text in paragraph (6). The signature is stylized and somewhat illegible.

ARTICLE XX

BEREAVEMENT LEAVE

(1) All permanent full-time employees covered by this Agreement shall be entitled to up to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey. Said employee may be granted an additional two (2) days leave with pay if outside the State, with the consent of his supervisor or his designated representative. The number of days to be taken within the foregoing limits shall be within the discretion of the employee. Where the full amount of days authorized to be taken is not taken by an employee, he shall not be entitled to the compensation for days not taken.

(2) Immediate family within the meaning of this Section shall include spouse, children, parents, brothers, sisters and grandparents of employee or spouse.

(3) Such funeral leave shall not be charged against the employee's vacation or sick leave.

(4) Any extension of absence under this Article, however, shall be with the consent of the Department Head, and be charged against available vacation time or be taken without pay for a reasonable period not to exceed five (5) additional working days.

(5) In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Director.



ARTICLE XXI

LEAVE OF ABSENCE

(1) All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days, with the consent of the Director, in accordance with the following paragraphs.

(2) The employee shall submit in writing all facts bearing on the request to his Superintendent who shall append his recommendations and forward the request to the Director. The Director shall consider each case on its merits and without establishing a precedent. The Township will not unreasonably deny an employee's request for a leave of absence.

(3) This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Director.

(4) At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

(5) Seniority shall be retained and shall accumulate during all leaves.

A handwritten signature in cursive script, appearing to read "Egon J. [unclear]", is written over the text of paragraph (5).

ARTICLE XXII

PERSONAL LEAVES

Employee shall be entitled to two (2) personal leave days per year.

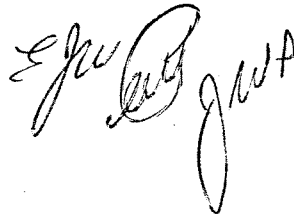
Any employee desiring to take a personal day shall notify the foreman at least twenty-four (24) hours in advance of the day when said leave is to be taken. In the event of an emergency, such notice may be waived by the Employer.

A handwritten signature in cursive script, appearing to read "E. J. Salsberg".

ARTICLE XXIII

MEDICAL COVERAGE

The Township will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical Insurance for employees covered by this Agreement and their families, of the same type and in the same amounts of coverage as presently exists. The Township reserves the right to change carriers so long as substantially similar coverage is maintained.

A handwritten signature in cursive script, appearing to read "E. J. ...".

ACHMAN, ARON,
L & SALSBERG
COUNSELLORS AT LAW
91 SUMMIT AVENUE
NEW JERSEY CITY, NEW JERSEY 07306

ARTICLE XXIV

LIFE INSURANCE

The Township will provide, at its own costs and expense and without costs to the employee, the same amount of insurance as is presently in existence.

E. J. Salsberg


ARTICLE XXV

BULLETIN BOARD

(1) The Township will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

(2) The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

(3) No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to operations may be rejected for posting by the Director. However, approval for posting shall not be unreasonably withheld.



ARTICLE XXVI

PERSONNEL FILES

(1) A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Township Administrator or other suitable place.

(2) Any employee may, by appointment, review his personnel file no more than twice during a calendar year. This appointment for review must be made through the Director.

(3) Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

(4) All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

A handwritten signature and initials, possibly "J. J. J.", written in dark ink. The signature is cursive and somewhat stylized, with the initials appearing below it.

ACHMAN, ARON.
LL & SALSBERG
DUNSELLORS AT LAW
91 SUMMIT AVENUE
CITY, NEW JERSEY 07306

ARTICLE XXVII

MILITARY LEAVE

Military leaves shall be granted in accordance with the provisions of the statutes in such cases made and provided.


Ega
[Signature]
[Signature]

ACHMAN, ARON.
L. & SALSBERG
COUNSELLORS AT LAW
191 SUMMIT AVENUE
CITY, NEW JERSEY 07308

ARTICLE XXVIII

PENSION

The Township shall provide pension and retirement benefits to employees covered by this Agreement, pursuant to the provisions of the statutes and laws of the State of New Jersey, and more particularly N.J.S. 43:1, et seq.

Handwritten signature and initials, possibly "E. J. Salsberg" and "JWS".

ACHMAN, ARON,
LL & SALSBERG
COUNSELLORS AT LAW
391 SUMMIT AVENUE
LIVINGSTON CITY, NEW JERSEY 07308

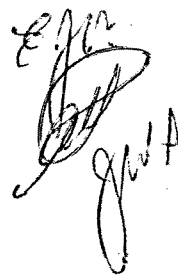
ARTICLE XXIX
GRIEVANCE PROCEDURE

(1) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint or any difference or dispute between the Township and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement.

(2) The procedure for settlement of grievances shall be as follows. Failure to comply with the time provisions hereinafter set forth shall be deemed to constitute an abandonment of said grievance unless the time periods hereinafter set forth shall be extended by the Director.

(a) STEP ONE

In the event that any employee covered by this Agreement has a grievance, within seven (7) working days of the occurrence of the event being grieved, the employee shall discuss it informally with his supervisor. The supervisor shall decide the grievance within seven (7) working days after the grievance is first presented to him.



ARTICLE XXIX - (CONT'D)

GRIEVANCE PROCEDURE

(b) STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within four (4) working days the grievance shall be presented in writing to the Director, with a copy going to the Township Administrator. The Director shall render a decision within seven (7) working days after the grievance was presented to him.

(c) STEP THREE

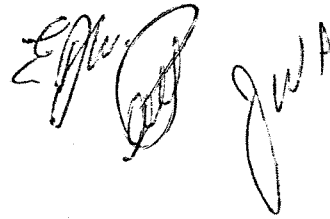
If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days the grievance shall be presented in writing to the Mayor. The Mayor shall render a decision within fifteen (15) working days after the grievance was first presented to him.

(d) ARBITRATION

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the grievance shall be referred to PERC for the selection of an Arbitrator, to decide the issue or issues. The decision of the Arbitrator shall be binding.

(2) The Arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

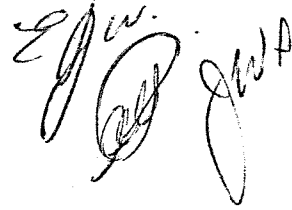
(3) The arbitrator shall issue his or her decision in a written opinion containing all conclusions of law and fact and other reasons for making his or her award. Such decision shall be issued within thirty (30) days from the date of the close of the hearing.



ARTICLE XXX

DISCIPLINE

Violation of rules and regulations shall subject employees to disciplinary action up to and including discharge, all subject to and pursuant to applicable State law. No disciplinary action shall be subject to the Grievance Procedure.

Handwritten signatures in cursive script, including initials "E.W." and "JWA".

ARTICLE XXXI

SAVINGS CLAUSE

(1) It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

(2) If any such provisions are so invalid, the Township and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

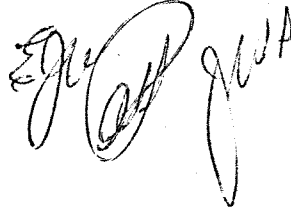
A handwritten signature in dark ink, appearing to be a stylized name, possibly "S. J. ...".

CHMAN, ARON,
L & SALSBERG
COUNSELLORS AT LAW
91 SUMMIT AVENUE
Y CITY, NEW JERSEY 07306

ARTICLE XXXII

NON-DISCRIMINATION

There shall be no discrimination by the Township or Association against an employee on account of race, color, age, creed, sex or national origin.

A handwritten signature in dark ink, appearing to be "Edmund J. [unclear]", written in a cursive style.

ACHMAN, ARON.
L & SALSBERG
COUNSELLORS AT LAW
91 SUMMIT AVENUE
NEW JERSEY CITY, NEW JERSEY 07306

ARTICLE XXXIII

TERM OF CONTRACT

This contract shall take effect upon the execution thereof, shall be retroactive in all respects to January 1, 1979 and shall terminate on December 31, 1980.

IN WITNESS WHEREOF, the parties hereto have entered their hand and seal this 16th day of July, 1979.

WASHINGTON ROAD DEPARTMENT
EMPLOYEES ASSOCIATION

By: *[Signature]*
By: *Edmund J. Walenkowski*

WITNESS:

[Signature]

TOWNSHIP OF WASHINGTON

By: *John W. Stapleton*

ATTEST:

Juliana Zykoff

ACHMAN, ARON.
LL & SALSBERG
COUNSELLORS AT LAW
91 SUMMIT AVENUE
NEW JERSEY 07306

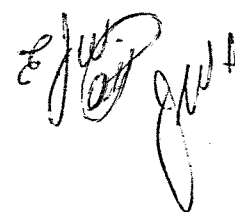
APPENDIX "A"

SALARIES

(1) Salaries shall be in accordance with the following schedule:

<u>Step Level (years of completed service)</u>	<u>Effective January 1, 1979</u>	<u>Effective January 1, 1980</u>
A (six year rate)	\$14,664.00	\$15,690.00
B (four year rate)	\$13,467.00	\$14,410.00
C (three year rate)	\$11,588.00	\$12,400.00
D (two year rate)	\$10,500.00	\$10,500.00
E (one year rate)	\$ 9,500.00	\$ 9,500.00
F (starting rate)	\$ 8,500.00	\$ 8,500.00

(2) All monies due for the year 1979 shall be retro-active to January 1, 1979.

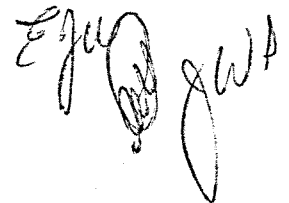


APPENDIX "B"

VACATIONS

Vacations shall be credited as follows:

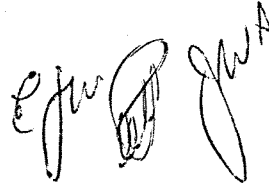
More than six (6) months but less than one (1) year	Five (5) working days
From the second to the fifth year inclusive	Ten (10) working days
6th year	Eleven (11) working days
7th year	Twelve (12) working days
8th year	Thirteen (13) working days
9th year	Fourteen (14) working days
10th year	Fifteen (15) working days
11th year	Sixteen (16) working days
12th year	Seventeen (17) working days
13th year	Eighteen (18) working days
14th year	Nineteen (19) working days
15th year	Twenty (20) working days
16th year	Twenty-one (21) working days
17th year	Twenty-two (22) working days
18th year	Twenty-three (23) working days
19th year	Twenty-four (24) working days
More than twenty (20) years	Twenty-five (25) working days



APPENDIX "C"

HOLIDAYS

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

A handwritten signature in cursive script, appearing to read "E. J. Salsberg".

LETTER OF UNDERSTANDING

It is mutually understood and agreed between the parties that employees Fleckner, Clossey and Kohnowich, in lieu of contractual or other increases, shall receive the following increases:

(1) Employee Fleckner shall move to the "B" rate effective May 1, 1979, and shall move to the "A" rate effective May 1, 1981.

(2) Employee Clossey shall move to the "B" rate effective October 1, 1980, and shall move to the "A" rate effective October 1, 1982.

(3) Employee Kohnowich shall move to the "A" rate effective July 1, 1979.

WASHINGTON ROAD DEPARTMENT
EMPLOYEES ASSOCIATION

TOWNSHIP OF WASHINGTON

BY: Edmund J. Walimicki

BY: John W. Stapleton

BY: Anthony J. Longobardi

WITNESS: Juliana Zylberoff

WITNESS: Gita Bandy

ACHMAN, ARON.
LL & SALSBERG
COUNSELLORS AT LAW
291 SUMMIT AVENUE
NEW JERSEY CITY, NEW JERSEY 07308

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Law