

 FILE COPY

AGREEMENT

by and between the

BOROUGH OF PENNINGTON

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL NO. 35

Effective: January 1, 2009

Expiration: December 31, 2010

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AGREEMENT

THIS AGREEMENT made this 10th day of December, 2009, between the Borough of Pennington, with its main offices at 30 North Main Street, Pennington, New Jersey 08534, hereinafter referred to as the BOROUGH and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey, hereinafter referred to as the UNION.

ARTICLE 1 RECOGNITION CLAUSE

The Borough hereby recognizes Teamsters Local No. 35 affiliated with the International Brotherhood of Teamsters as the exclusive representative for collective negotiations concerning terms and conditions of employment for Public Works employees, including the job categories of all full-time, regularly employed part-time and seasonal blue and white collar employees, including foreman, assistant foreman, laborers, truck drivers and administrative assistants employed by the Borough of Pennington, Department of Public Works. Excluding all other employees, including guards and supervisors as defined by the Act.

ARTICLE 2 CHECKOFF OF DUES AND AGENCY SHOP

*2 1/4 x hourly rate
(rounded)*

1. The Borough agrees to deduct dues from the earnings of each employee union member when said employee has properly authorized such deduction in writing. The Union shall indemnify, defend and save harmless the Borough against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough. The Borough shall forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Union on or before the 15th of each month. A list of names and deductions will be forwarded monthly.
2. Any full-time employee or part-time employee working in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter and any new employee who does not join within thirty (30) days of the date of his hire shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. This representation fee shall be in an amount equal to eight five percent (85%) of the regular Union membership dues, initiation fee and assessments as certified by the Union to the Employer. The Union agrees to save the employer harmless from any and all action it takes under this Article.

ARTICLE 3
JOB STEWARDS

The Borough recognizes the right of the Union to designate Job Stewards and Alternates. The authority of Job Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities;

1. The investigation and presentation of grievances in accordance with the provision of this Collective Bargaining Agreement.
2. The transmission of such messages and information as originate with and are authorized by the Local Union or its officers, provided such messages and information (a) have been reduced to writing, or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to work, or any other interference with the Borough's business.
3. The Borough recognizes these limitations upon the authority of Job Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken strike action, slowdown, work stoppage or other interference with the Borough's business in violation of this Agreement or appropriate law. The Steward shall be permitted reasonable time to investigate, present and process grievances on Borough property without loss of time or pay during the regular working hours; and where mutually agreeable to the Local Union and Borough, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

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

The Union shall not designate more than one (1) Job Steward or more than one (1) alternate.

ARTICLE 4
GRIEVANCE PROCEDURE

1. A "grievance" is a claim by an employee or the Union based upon the interpretation, application or violation of this Agreement affecting an employee or a group of employees.
2. A "grievant" is the employee or employees, or the Union making the claim on behalf of the employees or group of employees, or the Union on behalf of itself.
3. A "party in interest" is the person or persons making the claim and any person, including the Union or Borough, who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at each level of the procedure.

5. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be business days.
6. **Level One:** An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Union's designated representative, with the objective of resolving the matter informally.
7. **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the discussion at Level One or ten (10) days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Borough Administrator for resolution informally.
8. **Level Three:** If the Union is not satisfied with the disposition of the grievance by the Borough Administrator at Level Two, or if no decision has been rendered within five (5) days after a discussion with the Borough Administrator or ten (10) days after the grievance was delivered to the Borough Administrator, whichever is sooner, the Union may present the grievance to the Borough Council.
9. **Level Four:** If the Union is not satisfied with the disposition of the grievance by Borough Council at Level Three, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Borough Council, the Union may submit the grievance to arbitration.
10. Within ten (10) days after such written notice of submission to arbitration, the Borough and Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties do not agree upon an arbitrator within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC).
11. The decision of the Arbitrator shall be final and binding. The Arbitrator will have no authority to add to, subtract from, or otherwise change the contract agreed between the parties. The Arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the Arbitrator shall be in writing stating the reasons therefore except by mutual consent of the parties.
12. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the Arbitrator.
13. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Borough and the Union. Any other expenses incurred shall be paid by the party incurring same.
14. All documents, communications and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 5
MANAGEMENT RIGHTS

1. The Borough hereby retains and reserves unto itself 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 hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, and to promote and to transfer all employees within the Public Works Department.
 - b. to suspend, demote, discharge or take disciplinary action for good and just cause.
 - c. to reduce the workforce for economic reasons.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and uses of judgement and discretion in connection therewith shall be limited only by express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of New Jersey, and the Constitution and laws of the United States.
3. Nothing contained herein shall be considered to deny or restrict the Borough of its rights, responsibilities and authority under the New Jersey laws or any other national, state, county, or local laws or regulations.
4. It is understood that, under rulings of the Courts of New Jersey, the Borough is forbidden to waive any rights or powers granted by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this Agreement shall be interpreted in any manner to be construed as to indicate that the Borough has waived rights which are contained and expressly required by courts to be retained by the Borough.

ARTICLE 6
SENIORITY

1. Seniority is defined to mean accumulated time of service to Pennington Borough. The day you were hired is the date that your seniority begins.
2. January 1st shall be used to determine certain benefits including salary, vacations and any other benefits that the Borough of Pennington deems appropriate. Seniority shall be considered for purposes of and shall be a consideration if a job opening within the Borough should occur but shall not be the sole determining criteria.
3. When the Borough decides to reduce the number of employees in any particular job title, the Borough will do so in the inverse order of seniority within each job title. Employees shall be recalled for work from layoff in the order of the seniority, provided that they have the requisite qualifications and ability to perform the work available. Any employee who voluntarily leaves the employment of Pennington Borough, shall not retain any seniority from the previous dates of employment with the Borough. Benefits shall accrue for that employee as if they were a new first time employee.

ARTICLE 7
EMPLOYEE RIGHTS

The parties agree to comply with all Equal Employment Opportunity guidelines and statutes. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Borough, or any agent or representative thereof, shall be subjected to the grievance procedure herein set forth.

ARTICLE 8
DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Borough of Pennington or any of its agents against Public Works employees by reason of their Union status. Nor shall any of its agents intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee in violation of the New Jersey Law Against Discrimination.

ARTICLE 9
SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of any Article(s) or Section(s) of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect, and the parties shall renegotiate concerning such invalidated Article(s) or Section(s).

ARTICLE 10
PENSION

Pennington Borough shall make contributions to the Public Employees Retirement System (PERS). These contributions shall be according to the terms fixed by statutes and laws of the State of New Jersey.

ARTICLE 11
DRIVER'S LICENSE

The work of the Pennington Borough Public Works Department requires that each employee be able to operate a motor vehicle. Each employee must maintain a valid driver's license and must present the same to the Superintendent of Public Works on an annual basis or when deemed necessary. Any changes in an employee's driving record must be reported immediately or as soon as possible to the Superintendent of Public Works. Failure to maintain a valid driver's license or failure to report any changes to the Superintendent of Public Works may result in disciplinary action being taken against the employee.

ARTICLE 12
BEREAVEMENT LEAVE

Each employee shall have up to three (3) days leave in the event of the death of an employee's spouse, child, parent, brother or sister, mother-in-law, father-in-law. Each employee shall have one (1) day for any other relative on the day of the funeral if the event falls on a regular work day, excluding any scheduled and observed holidays. Each such employee shall have three (3) days of bereavement leave for other family members not listed above who reside in the same household of the employee as of the date of the relative's death.

ARTICLE 13
SICK LEAVE

1. Only full time employees who have completed their Probationary Period are eligible for sick leave. Time taken off prior to the completion of the Probationary Period will be without pay.
2. Eligible employees will receive nine (9) sick days per calendar year.
3. A person who has not been employed for a full year by the Borough will be eligible for paid sick leave (upon completion of the Probationary Period) as follows: six (6) hours for each month from the time that they complete their Probationary Period through the end of the calendar year. By way of example, if a person completes their Probationary Period on May 1, they will be eligible to use forty-eight (48) hours of sick time between May 1 and December 31. Thereafter, they will be eligible for the normal nine (9) paid sick days per calendar year.
4. Sick leave may be used in units of no less than two (2) hours at any one time.
5. Any employee who retires after fifteen (15) or more years of service to the Borough and under the provisions of the Public Employment Retirement System will be reimbursed for unused sick leave according to the following provision:
 - a. The employee must have a minimum of ninety (90) sick days accumulated.
 - b. The employee will be reimbursed at the rate of one (1) day's salary for every three (3) days that they have accumulated up to a maximum of ninety (90) days. Under no circumstances will anyone receive more than thirty (30) days pay.
6. Employees absent on sick leave for a period of three (3) consecutive days shall submit on an interim basis, as directed by the Borough, medical evidence acceptable to the Borough, substantiating the illness to the Administrator and/or the Borough Clerk. Additionally, if an employee has three (3) or more sick leave incidents within a ninety (90) day period, then for every one (1) sick day, he may be required to submit medical evidence substantiating the illness to the Borough.
7. There shall be no limit on the number of sick leave days that may be accumulated.
8. A one hundred and twenty-five (\$125.00) dollar attendance bonus shall be paid to any employee that does not use any sick leave in a contract year.

ARTICLE 14
UNPAID UNION LEAVE

The Shop steward may use up to a total of two (2) aggregate days for Union business leave each year. Employees must request utilization of the leave at least seventy-two (72) hours before it is to commence and the taking of such leave shall not impede the operation of any Borough department when it is taken.

ARTICLE 15
MILITARY OR NATIONAL GUARD DUTY

The Borough agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE 16
NO STRIKE-NO LOCKOUT

1. In addition to any other restrictions under the law, the Union will not cause a strike, work slow down, work stoppage or job action of any kind, nor will any employee take part in a strike, interference with or stoppage of the Borough's work. The Borough shall not cause any lockout.
2. If the Union violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE 17
PROBATION PERIOD

All new employees shall be considered to be on probation for a period of one hundred and eighty (180) days and may be discharged without cause during the one hundred and eighty (180) day Probationary Period.

ARTICLE 18
SAFETY REPORT

Whenever an employee is assigned to drive Borough equipment and feels such equipment is in need of such repair that it is hazardous or defective, they shall at once notify their immediate supervisor of the defective or hazardous equipment.

ARTICLE 19
BULLETIN BOARDS

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

ARTICLE 20
ON THE JOB INJURY/WORKERS COMPENSATION

The Borough shall provide worker's compensation for on the job injury as per State Statute. All accidents shall be reported immediately to the employee's supervisor. If an employee is injured, treatment may be sought through a local hospital. If an employee is sent home by a physician designated by the Borough, the employee shall be entitled to be paid for the remainder of that day on which he is sent home.

ARTICLE 21
PROMOTIONS AND TRANSFERS

1. For the purpose of this Article, a promotion will be defined as a permanent appointment from one job to another job in a higher wage rate.
2. When an opportunity for promotion arises within the bargaining unit, the Borough shall post job openings on the bulletin board. Employees desiring an opportunity to fill such openings must file written requests. Such notices shall be posted for forty-eight (48) hours. In making any promotion within the bargaining unit both seniority and qualifications may be considered by the Borough.
3. A promoted employee promoted to a higher rated job shall be allowed a thirty (30) day probationary period to demonstrate the ability to perform the job. If the employee is unable to qualify, he/she shall be returned to the former job. If any employee should be absent for three (3) or more days during the thirty (30) day probationary period, then that probationary period shall be extended at the Borough's option, for the number of days of the employee's absence.
4. Any employee required by the Borough to fulfill the responsibilities of a vacated higher job classification for a period of longer than fifteen working days shall be paid an additional one dollar (\$1.00) per hour while taking on the additional responsibilities.

ARTICLE 22
HOURS OF WORK / BREAKS / OVERTIME

1. The normal work day shall be eight (8) hours, excluding a one-half (½) hour lunch period. The normal work hours shall be 7:00 a.m. to 3:30 p.m. Monday through Friday. Work hours and / or work days may be changed by the Borough of Pennington, with two (2) weeks notice, subject to consultation with the Union.
2. All employees shall receive a fifteen (15) minute break, an adequate clean-up period before lunch and an adequate clean-up period before quitting time. It is understood that lunch may be interrupted as needed.
3. The Borough Administrator shall establish open accounts for the employees to use for meals during emergency work. When performing work related to an emergency, after four (4) hours of such emergency work, outside of a scheduled eight (8) hour day the Borough will provide for meals, (not beverages throughout the work detail) for the employees at local establishments through the purchase order system, or through reimbursement, with meal limits as follows.

Breakfast \$8.00

Lunch \$10.00

Dinner \$14.00

Employees will provide their own meals if pre-scheduled work is performed on days other than the normal work week.

4. In the event an employee is called in to duty other than during his normal hours of work, which may include regularly scheduled overtime, he shall be paid overtime at a rate of time and one-half (1½), for all time worked during such period. The minimum overtime payment shall not be less than two (2) hours, except when called to duty less than two (2) hours prior to his work shift. In such an event, the employee shall be paid only for the actual overtime worked.
5. All work performed in excess of forty (40) hours in any one (1) week, or eight (8) hours in one (1) work day, shall receive compensation at time and one-half (1½), unless agreed upon otherwise.
6. An employee called-in to work on Sunday shall be paid at a rate of double time, (2 times hourly rate) for all hours worked. The two (2) hour minimum and regularly scheduled overtime shall not apply.
7. An employee assigned to work on any of the Holidays listed in Article 25 shall be paid at a rate of time one and one-half (1½) times for all hours worked, in addition to the Holiday pay.
8. There shall be no duplicating or pyramiding of any premium pay provided for under the provisions of this agreement for the same hours worked.
9. Public Works employees will receive comp time for all hours the Borough hall is closed for emergency and Public Works employees are working. The scheduling of such time off shall be subject to the Superintendent of Public Works approval.

ARTICLE 23
HEALTH BENEFITS

1. The Borough shall continue to provide to each full-time employee and the employee's immediate family (spouse and children), the hospital and medical benefit plan as currently in effect. This coverage shall continue to be provided to the employee by the Borough upon the employee's retirement at twenty-five (25) years services with the Borough of Pennington.
2. Nothing in this Article shall prevent the Borough from changing the current insurance carrier so long as the benefits are equal to or better than those currently in effect.

ARTICLE 24
WORK CLOTHES

The Borough shall continue to provide employees with work clothing. Each item shall be replaced due to wear and tear as determined by the Superintendent of Public Works. It is understood that all items of clothing are the responsibility of the Borough of Pennington and shall be worn solely while doing Borough work. Any employee whose employment is terminated or is on any leave of absence from the Borough of Pennington shall return all issued clothing and equipment before they receive their final paycheck. Public Works employees shall be reimbursed up to one hundred (\$100.00) dollars per year for steel-toed work boots.

ARTICLE 25
HOLIDAYS

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

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Thanksgiving Friday
Good Friday	Columbus Day	Christmas Day

ARTICLE 26
VACATION TIME

1. Only full time employees are eligible for paid vacation. Employees are not eligible for paid vacation during their Probation Period but that time shall count for vacation accrual.

2. Vacation entitlement is based upon the following schedule:

Year 1 accrual	6 hours per month for a total of 9 days (72 hours)
Years 2 thru 5	12 days/year (96 hours)
Years 6 thru 10	15 days/year (120 hours)
Years 11 thru 15	17 days/year (136 hours)
Year 16 +	20 days (160 hours)

3. Upon written request, employees shall receive their vacation pay prior to the start of their vacation.

4. Vacations shall be taken in one-week increments unless otherwise authorized.

5. If any conflict arises in requests for vacation time, preference shall be given to the employee with the most seniority.

6. Up to one half of one year's vacation allotment may be carried over in a given year. By way of example, an employee who receives twelve(12) vacation days may carry over six (6) to the next year. If at the end of that year, the employee has more than the original twelve (12) days allotment remaining, the employee may still only carry over six (6) days.

7. Unused vacation time is not compensable.

ARTICLE 27
JURY AND COURT SERVICE

1. An employee shall be excused from work on a work day during which time he serves on a jury of any federal, state or other court provided he notifies the Borough within forty-eight (48) hours after his receipt of jury notice. Employees shall be paid for such time lost from their regular shift. If the employee is excused from jury duty four (4) hours prior to the end of his regular work shift, he shall be required to report for work for the balance of the day.
2. It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in one week. Pay for jury service will be computed using the number of hours lost on the employee's regular shift times his current hourly rate of pay less any money received for jury service.
3. An employee shall be excused from work on a work day during which time he attends any court on behalf of the Borough or other work related matters, as a result of subpoena served on the employee and shall be paid for time lost from his regular shift.
4. If the employee is excused from Court duty four (4) hours prior to the end of his regular work shift, he shall be required to report for work for the balance of the day.
5. It is understood that no employee will receive pay for more than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Pay for court service will be computed using the number of hours lost on the employee's regular shift times his current hourly rate of pay less any money received for court service.

ARTICLE 28
WAGES

1. The starting rate for each title shall be fifty cents (\$.50) below the prevailing rate for the first six (6) months of employment. At the end of this Probationary Period the employee shall receive the full prevailing wage.
2. Any employee in the position of Laborer, that acquires a C.D.L. license shall receive an additional one dollar (\$1.00) per hour added to their rate contained in the schedule below, from the date of receipt of proof of the granted C.D.L. If the C.D.L. is terminated, so shall the increase in wage terminate. Said employee shall be reimbursed for the class fee once the employee has passed the course and obtained the license. The Borough will also pay the annual fee for the license. The employees must use the license when requested by the Borough.

The rate increases are as follows: 2009- 2% effective 1/1/09, 2010- 2.5% effective 1/1/10

One-time payment not on base pay: Two thousand, five hundred dollars (\$2,500.00) to be divided by the current six(6) unit employees, to be paid in January 2010.

Crew Chief - new position to be created January 1, 2010 and the salary for such position shall be \$20.50 per hour inclusive of the C.D.L. stipend.

<u>Position</u>	<u>Effective: 1-1-09</u>	<u>1-1-10</u>
Foreman	\$28.26	\$28.97
Assistant Foreman	\$24.49	\$25.10
Driver/Operator, Level 3	\$22.12	\$22.68
Driver/Operator, Level 2	\$21.50	\$22.04
Driver/Operator, Level 1	\$20.94	\$21.46
Crew Chief	N/A	\$20.50
Laborer, Level 2	\$17.95	\$18.40
Laborer, Level 1	\$16.75	\$17.17
Administrative Assistant	\$16.05	\$16.46

- Promotion to or hiring to the Laborer II position requires a C.D.L. license and satisfaction of the Borough's criteria for promotion. The Laborer II rate will be one dollar (\$1.00) per hour higher than the Laborer I (plus the C.D.L. rate). If a Laborer I has not been promoted to Laborer II within five (5) years, there will be a mandatory review at the beginning of the sixth (6th) year of employment.
- Driver/Operator II, must demonstrate an ability to make repairs to Borough owned vehicles and to provide equipment maintenance when deemed necessary by the Superintendent of Public Works.
- Driver/Operator III, must obtain and maintain water and sewer licenses, T1, W1, and C1. The Borough will reimburse the employee for class fee once they have passed and obtain their licenses. The Borough agrees to pay for the annual license renewal fee.

PESTICIDE/HERBICIDE LICENCE - The Borough agrees to pay a stipend per year to the employee who obtains and maintains the necessary pesticide/herbicide licence. The stipend shall be as follows:

2009- \$1,000.00 2010- \$1,000.00

PEOSHA / JOINT INSURANCE FUND - The Public Works Department Representative to the Borough Safety Committee as required by PEOSHA and the Joint Insurance Fund, the Borough agrees to pay a stipend of \$750.00 to the employee responsible for the safety training and associated record keeping of the Public Works Department.

WATER / SEWER LICENSES - The Borough agrees to pay a premium of one dollar (\$1.00) per hour in the classification of Laborer who obtains and maintains Water and Sewer Licenses (W1, T1, C1). The Borough agrees to reimburse the employee for the cost of tuition and renewal fees for such licenses. Once licenses are obtained, the employee will then be eligible for prescheduled weekend overtime.

EDUCATIONAL INCENTIVES:

- a. Two (2) year Associates Degree in Foresting or Horticulture: \$500.00 added to base salary. (Forestry, Horticulture)

- b. Four (4) year Bachelors Degree: \$750.00 added to base salary.
(Not to exceed the highest degree, A.A.= \$500.00, get B.A., receive additional \$250.00 (\$750.00 total))


ARTICLE 29
TERMINATION AND EXTENSION OF AGREEMENT

This Agreement shall be effective from the first day of January, 2009, and shall remain in full force and effect until the 31st day of December, 2010. It shall automatically be renewed from year to year unless either party shall notify the other in writing, sixty (60) calendar days prior to the expiration date, that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the expiration date. If a new contract has not been entered into between the Borough and the Union on or before the first day of January, 2011, then the terms and conditions shall be in full force and effect until such contract is signed.

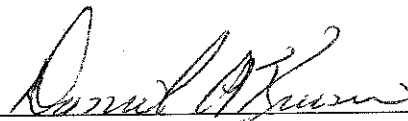
IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this 4th day of January 2010.

FOR THE BOROUGH OF PENNINGTON

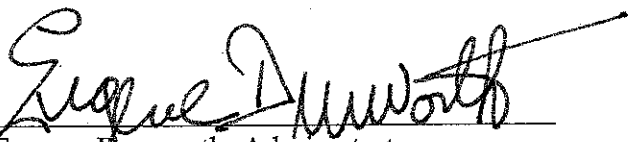
FOR TEAMSTERS LOCAL NO. 35



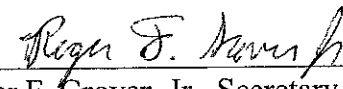
Anthony Persichilli, Mayor




Daniel A. Kreiser, President



Eugene Dunworth, Administrator

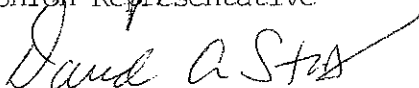


Roger F. Grover, Jr., Secretary-Treasurer



Union Representative

shop Steward



David A. Stas

