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LABOR AGREEMENT

BETWEEN

BOROUGH OF RIVER EDGE

AND

RIVER EDGE MUNICIPAL WORKERS ASSOCIATION

1978-1979

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#### AGREEMENT BETWEEN

## BOROUGH OF RIVER EDGE

AND

THE RIVER EDGE MUNICIPAL WORKERS ASSOCIATION

THIS AGREEMENT made on the I day of Jaw, 1978

by and between the Borough of River Edge, with its principal place of business at 705 Kinderkamack Road, River Edge, New Jersey, hereinafter called the "Employer" and the River Edge Municipal Workers Association, an independent working mens association, hereinafter called the "Association" with its principal place of business at

WHEREAS, both parties to this Agreement have reached an understanding with respect to the relationship existing between them, and wish to enter into a complete agreement concerning all terms and conditions of employment.

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### ARTICLE I

#### UNION RECOGNITION

and exclusive collective bargaining agent for the employees in the bargaining unit, hereinafter defined, for hours, wages and other terms and conditions of employment. The bargaining unit shall consist of all non-supervisory, permanent, full time, blue collar employees employed by the Employer who have completed the probationary period as hereinafter defined.

All other employees including managerial executives, craft and confidential employees and supervisors within the meaning of the Public Employment Relations Act, Chapter 303 of the Laws of 1968(N.J.S.A. 34:13A-1 et. seq.), police and clerical employees are excluded from the bargaining unit.

## ARTICLE II

## PROBATION PERIOD:

1. Newly hired employees appointed to a permanent full-time position shall be probationary for ninety (90) working days. Probationary employees shall have no rights pursuant to this Agreement. The Employer, may, in its discretion, extend the probationary period for an additional ninety (90) working days.

However, it shall not be the policy of the Employer to routinely extend the probationary period.

# ARTICLE III

## APPLICABLE LAW

1. The parties acknowledge that their relationship is governed by the New Jersey Public Employment Relations Act.

Chapter 303 of the Laws of the 1968 (NJSA 34:13A-1 et. seq.) and by the rules and regulations of the New Jersey Public Employment Relations Commission.

## ARTICLE IV

## BULLETIN BOARDS

1. The Employer will provide one (1) bulletin board of suitable size for exclusive use by the Association only for posting of notices pertaining to Association business. Posted notices shall not contain any partisan political material or material degrading to the Employer or its employees. It shall be the duty of the Association to supervise the contents of the bulletin board. All material to be posted on the bulletin board shall be submitted for approval to the Superintendent of the Department of Public Works which approval shall not be unreasonably withheld.

## ARTICLE V

## STEWARD

- 1. The Association shall designate one (1) Steward and one (1) alternate Steward who may act in the absence of the Steward. Absence is defined to mean not present on the job on a specific day.
- 2. The Steward, shall have the right to receive and present grievances in accordance with the provisions of this Agreement.
- 3. The Steward may attempt to settle a grievance during working hours without loss of pay, when in the opinion of the Superintendent the grievance requires immediate attention.
- 4. The Association will give the Employer written notice of the Steward and alternate Steward.

## ARTICLE VI

## POSTING OF VACANCIES

l. All new and vacant positions which are covered by this Agreement, shall be posted on the Employer's bulletin board for five (5) working days prior to public advertisement of said positions. Employees who wish to apply for such vacancies shall make a request for considersation in writing to the Superintendent.

## ARTICLE VII

## SENIORITY

- 1. Both parties recognize and accept the principle of seniority as a factor to be considered in all cases of layoffs and recalls and vacations. In each case, however, the needs of the employer and employee's skills and ability to perform the work satisfactory will also be a factor for consideration.
- 2. The seniority of an employee is defined as the length of full time service as a employee dating back to his original date of hire as a permanent full time employee.
- 3. The Employer shall prepare and forward to the Association a seniority list of employees. The seniority lists shall be updated annually and shall be posted on the Employer's bulletin board.

## ARTICLE VIII

## LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons: voluntary quitting; failure to report back for work no later than three (3) working days following the conclusion of a leave of absence without good cause; discharge for just cause; failure to be called back to work for a period of twelve (12) months after a layoff.

#### ARTICLE IX

#### LEAVE OF ABSENCE

A permanent full-time employee may request a personal leave of absence for good cause without pay for a period not to exceed twenty-(20) working days. Leave may be granted at the discretion of the Employer and decisions concerning the same are not subject to grievances. A renewal of a leave of absence may be requested by the employee and it may be granted by the Employer in its discretion. A leave of absence may be cancelled for good cause for emergency reasons upon written notice of five (5) working days.

At the expiration of such leave of absence the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the annual rate of pay granted during his leave for his job title. However, there shall be no retroactive pay.

Seniority shall be retained and shall accumulate during all personal leaves of absence. No other benefits shall accrue during personal leave of absence.

#### ARTICLE X

#### DISCHARGE & DISCIPLINE

- 1. Employees covered by this Agreement may be discharged, suspended or otherwise disciplined for just cause.

  Just cause shall include but not be limited to:
  - (a) Neglect of daty or unsatisfactory work.
- (b) Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- (c) Incompetency, inefficiency, or incapacity due to mental or physical disability.
  - (d) Insubordination or serious breach of discipline.
- (e) Consumption of controlled dangerous substances or alcoholic beverages, being under the influence of controlled, dangerous substances in violation of Title 24 or being intoxicated while on duty.
- (f) Violation of work rules and regulations, including tardiness.
- (g) Indictment or conviction for the commission of a criminal act.
- (h) Engaging in an illegal work stoppage prohibited by this Agreement as provided in Article XXVIII.
  - (i) Conduct unbecoming a public employee.

- 2. Any discharge, suspension or other discipline which results in loss of pay shall be subject to grievance and arbitration as set forth hereinbelow. Letters of reprimand or verbal warnings shall be subject to grievance but not arbitration.
- 3. A grievance by an employee claiming that he has been unfairly discharged or suspended must be submitted to the Employer in writing within two (2) working days of the imposition of the disciplinary action.
- 4. Any employee whose grievance has been sustained shall many be returned to his former position and many be compensated at his regular rate of pay for all or a portion of pay lost during the period of discharge or suspension.
- 5. When a disciplinary warning is issued in writing to the employee, a copy will be given to the Association.

#### ARTICLE XI

## MANAGEMENT RIGHTS

- 1. Nothing in this Agreement shall interfere with the right of the Employer in accordance with applicable law, rules and regulations to:
- (a) Carry out the duties and responsibilities mandated by statute or allowed by a statute utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.
- (b) Manage employees including the power to hire, promote, transfer, assign or retain employees in positions and in that regard establish work rules.
- (c) Suspend, demote, discharge or take other appropriate disciplinary action against an, employee for just cause, or to layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

## ARTICLE XII

# RULES & REGULATIONS

1. Proposed new work rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced five (5) working days before they are put into effect.

# ARTICLE XIII

# DIVISION OF WORK

1. Employees covered by this Agreement shall perform work as required of them by the Employer.

## ARTICLE XIV

## GRIEVANCES

- 1. A "grievance" is hereby defined as any difference or dispute between the Employer and any employee covered by this Agreement with respect to the interpretation or application of the provisions of this Agreement.
- 2. Since it is the desire of both parties that a grievance shall be settled as quickly as possible and as close to the source of the dispute as possible, a grievance shall first be filed in writing with the Superintendent of the Department by the aggrieved. The Superintendent shall then, within forty-eight (48) hours, convene a meeting for the purpose of airing the grievance. Present at that meeting will be the Aggrieved, the Shope Steward or the Alternate Shope Steward, a foreman (if a foreman is involved in the dispute, then he should be present, otherwise either foreman shall be in attendance), and the Supervisor of the department.

A statement of findings of the meeting shall be filed by within 48 hours. the Supervisor and the Aggreived with the Superintendent. If reconciliation has been achieved at this point, the statement of findings will so state. If no resolution is achieved, then Step 1 may be initiated within forty-eight (48) hours following said meeting.

Time for presentation and reply at any step in the total grievance procedure may be extended only by mutual agreement of both parties.

Step 1. The aggrieved employee or the Steward shall • present the grievance to the Superintendent of the Department of Public Works within four (4) working days of the occurrence of the same. Any grievance not presented within four (4) working days of occurrence is deemed waived. The Superintendent shall reply to the grievance within two (2) working days of its presentment to him. The presentation may be oral or in writing. If oral, the Superintendent may require that the same be reduced to writing. The reply may be oral or in writing. The Steward may request that the reply be in writing. A grievance not replied to within two (2) working days shall be deemed to be unsettled and the Association or the aggrieved employee may immediately proceed to Step 2.

Step 2. If after completion of Step 1, the parties have not arrived at a mutually satisfactory settlement of the grievance, then the grievance shall be reduced to writing and a hearing shall be arranged between a representative of the Association, the aggrieved employee and the Borough Clerk. The parties may consult with and have in attendance at the hearing counsel of their choice. The hearing shall be conducted within five (5) working days of completion of Step 1. By written mutual consent the parties may extend the time to meet. The Borough Clerk shall give a written reply within five (5) working days of the completion of the hearing. If no reply is given and if the parties have not consented to extend the time for a reply, then the Association may deem the grievance unsettled.

3. All management rights within the meaning of the New Jersey Public Employment Relations Act and discretionary management prerogatives contained herein, are excluded from the grievance procedure.

## ARTICLE XV

#### ARBITRATION

- 1. If a grievance as defined in Article XIV is not settled, as provided for therein, the grievance may at the request of the Employer or the Association but not at the request of the agrieved employee be referred to the Public Employment Relations Commission for selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under Step 2. Failure to proceed within the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.
- 2. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.
- 3. The power of the Arbitrator appointed under the above procedure shall be limited to interpretations or applications of the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

## ARTICLE XVI

#### OVERTIME

1. Employees covered by this Agreement are obligated to work overtime when required to do so by the Employer. The Employer whenever practical, will give a reasonable notice of the need for an employee to work overtime. Overtime shall mean work which is performed immediately following the end of the regular hours of work.

The Employer, at its discretion, may excuse an employee from working overtime if there is reasonable and compelling reason. The decision of the Borough is subject to grievance procedures but not arbitration.

- 2. For hours worked Monday through Friday in excess of forty (40) hours in the regularly scheduled work week, the Borough will pay one and one half times the regular rate of pay.
- 3. For purposes of computing overtime and determining whether an employee is entitled to the overtime pay, the vacation days, holidays and sick days which are recognized by the Borough shall be considered as eight (8) hours worked by an employee.
- 4. Scheduled work performed on Saturday shall be compensated at time and one half the regular rate of pay. On Sunday such work shall be compensated at double the regular rate of pay.
- 5. During hours worked in excess of eight (8) hours a day employees shall receive rest periods as provided by law.

## CALL BACK TIME

1. Any employee who is called back to work after having completed his regular scheduled work day shall be compensated at time and one half his regular rate of pay with a minimum guarantee of three (3) hours of work. An employee is obligated to return to work when actually contacted and told to return to work.

## MEAL ALLOWANCES

During 1978 meal allowances when applicable shall be \$3.00. During 1979 meal allowances when applicable shall be \$3.25. This provision shall have effect from January 1, 1978.

## ARTICLE XVII

## HOLIDAYS

1. The twelve (12) holidays set forth below will be recognized by the Employer. Each full time employee covered by this Agreement shall receive his regular rate of pay, eight (8) hours at straight time, without working on the following days:

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

- 2. Holidays which fall on a Saturday or Sunday will be observed as provided by State or Federal Law or in the absence of any law they will be observed on the preceding Friday or following Monday respectively as determined by the Employer.
- 3. An employee, at the discretion of the Employer, may be required to work on holidays. In such case he shall be paid time and one half the regular rate of pay for the hours actually worked with a minimum guarantee of four hours of pay at the regular rate of pay. The employee shall also receive the pay provided for in paragraph 1.

If an employee is not required to work on a holiday, he will be paid as set forth in Paragraph #1 above. Such hours shall be considered as time worked for the purpose of calculating overtime pay. If the holiday falls on the employee's normal day off,

or on a vacation day, he shall be given another day off or paid of pay for eight hours at the regular rate/as mutually agreed.

- 4. The Employer may demand that an employee who does not work on his regular work day preceding or following a recognized holiday produce evidence that he was ill, including a doctor's certificate. If the employee does not produce such evidence then the Employer has the right not to pay the employee for the holiday not to recognize, the claim of illness or to take other appropriate disciplinary action.
- 5. If any greater holiday benefits are granted to any other group of employees by means other than collective bargaining, the same benefit will be granted the employees covered by this agreement.

#### ARTICLE XVIII

#### LONGEVITY PAY

Employees shall receive, in addition to their regular pay, "Longevity Pay" as set forth below:

During the fifth, through eighth years of employment an additional 1% of the regular rate of pay.

During the ninth, through twelfth years of employment, an additional 2%, of the regular rate of pay.

During the thirteenth, through sixteenth years of employment, an additional 3% of the regular rate of pay.

During the seventeenth, through twentieth years of employment, an additional 4% of the regular rate of pay.

During the twenty-first, through twenty-fourth years of employment, an additional 5% of the regular rate of pay.

During the twenty-fifth and all subsequent years of employment, an additional 6% of the regular pay.

Longevity pay shall be paid in the regular pay periods. The right to longevity pay shall accrue on the anniversary date of hire as a full time employee. For purposes of the pension plan to which the employees belong, longevity pay shall be considered as premium pay.

If any greater longevity benefits are granted to any other group of employees by means other than collective bargaining, the same benefit will be granted the employees covered by this agreement.

#### ARTICLE XIX

#### SICK LEAVE

- 1. Employees covered by this Agreement who are temporarily unable to work by reason of sickness or injury other than injury sustained during employment by the Employer may be granted sick leave with pay pursuant to the provisions of this Article.
- 2. The Employer in its discretion may require the employee to submit a doctor's certificate or other acceptable medical evidence substantiating the illness. The Employer reserves the right not to pay the employee if such evidence is insufficien
  - 3. Employees will be granted up to twelve (12) days sick leave during the calendar, year.
  - 4. Unused sick leave may accumulate for possible future use in case of prolonged illness to a maximum of ninety (90) working days. Accumulated sick leave shall be used only after the present sick leave is exhausted.
  - 5. If any greater sick leave benefits are granted to any other group of employees by means other than collective bargaining, the same benefit will be granted the employees covered by this agreement.

## ARTICLE XX

#### BEREAVEMENT LEAVE

- 1. Employees upon the death of a member of the immediate family may request leave with pay at the regular rate of pay not to exceed a maximum of three (3) days from the date of death to the day after interment. In determining reasonable leave, consideration will be given to the relationship of the employee to the deceased and the responsibility for making funeral arrangements.
- 2. A member of the immediate family is defined as spouse, sister or brother, or son or daughter, mother, father, father-in-law, and mother-in-law.
- 3. Bereavement leave will not be deducted from sick leave.
- 4. An employee may be required to produce proof of death and relationship to obtain the benefits under this Article.
- 5. If an out of state funeral requires an additional day of leave it may be granted at the discretion of the Employer.
- 6. If any greater Bereavement leave is granted to any other group of employees by means other than collective bargaining, the same leave will be granted the employees covered by this agreement.

#### ARTICLE XXI

### VACATION LEAVE

- 1. Employees shall receive paid vacation leave at their regular rate of pay as provided in this Article.
- 2. During the period beginning on the date of hire as a full time employee and lending on the first succeeding December 31, an employee may earn up to ten (10) working days vacation at the rate of 1 day for each full month of employment provided that he has satisfactorily completed the probationary period. If an employee does not satisfactorily complete the probationary period or is during such period leave terminated/he shall not be entitled to any vacation/ If an employee begins work on or before the 15th. day of the month he shall earn vacation credit for that month.
- 3. During the second, through ninth years of full time employment, inclusive, an employee shall receive ten (10) working days vacation.
- 4. During the tenth year of full time employment an employee shall receive fifteen (15) working days vacation.
- 5. During the eleventh, through the nineteenth years of full time employment, inclusive, an employee shall receive fifteen (15) working days vacation.

- 6. During the twentieth year and all subsequent years of full time employment, an employee shall earn and receive twenty (20) working days vacation.
- 7. The Employer shall fix a vacation schedule and the date on which an employee is to be granted vacation. Subject to the needs of the Employer said schedule will be arranged in accordance with the convenience of the employees. Splitting of vacation time into separate weeks will be allowed subject to the needs of the Employer. Seniority will be respected in arranging the vacation schedule.
- recognized by Article XVIII

  8. Should a holiday be observed on a working

  day within an employee's vacation period, the employee shall be
  entitled to an additional day's vacation.
- 9. An employee leaving the employ of the Employer after giving two (2) weeks notice and before the completion of an entire year shall be paid for the vacation due him on a prorated basis.
- 10. Employees will be notified of the number of their vacation days by April 15th.
- 11. Employees who are on sick leave for more than thirty (30) consecutive days shall not earn any vacation time until they return to full time duty.
- 12. By mutual written agreement (%) one half of an annual vacation may be accumulated from year to year. Such leave may be carried over to the succeeding year. In the event an employee is terminated or resigns, all carried over vacation leave shall be paid at full rate.

13. If any greater vacation benefits are granted to any other group of employees by means other than collective bargaining, the same benefit will be granted the employees covered by this agreement.

# ARTICLE XXII

# NON-DISCRIMINATION

1. There shall be no discrimination against any employee because of race, creed, color, sex, age, national orgin or participation in the affairs of the Association.

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#### ARTICLE XXIII

## LEAVE FOR JURY DUTY

An employee summoned for petit jury duty will be granted a leave of absence with pay for a period not to exceed two (2) weeks. The employee shall receive his regular rate of pay less the amount of money received by him for serving on jury duty. The employee shall notify the Employer within one working day of the receipt of the summons of jury duty.

The employee must produce the summons for jury notice in order to receive benefits under this Article.

If the employee is dismissed from, jury duty and can reasonably return to the Employer's garage prior to 1:30 P. M. he shall return to work.

## ARTICLE XXIV

## HEALTH & WELFARE

- 1. It is agreed that all existing health and welfare benefits in effect on the date of execution hereof and which uniformly affect all employees covered by this Agreement will be continued for the termsof this Agreement.
- 2. Unless specifically stated to the contrary, there shall be no diminution of present health and welfare benefits during the term of the Agreement.
- 3. The Employer shall enroll employees that file the necessary and required statements in the New Jersey State Health Benefits Program as it exists on the date of this Agreement. Enrollment shall include the employee's dependents as defined by the plan. The full cost of the plan will be paid by the Employer. If, for any reason, the aforementioned plan or a part thereof is withdrawn by the carrier, the Employer will make its best effort to obtain comparable coverage for the employees.

#### ARTICLE XXV

#### SAFETY & UNIFORMS

- 1. The Employer and the Association agree that they will comply with all the provisions of State safety laws which are applicable. The Employer shall provide clothing and accessories for the protection of the employees as it deems necessary.
- 2. Such clothing and accessories as are necessary shall include the following: pants and shirts for winter and summer uniforms, jackets, raincoats or two piece rain gear, rainhats or hoods, boots, gloves, rubber or cloth and hard hats when required. The Employer will provide one (1) pair of safety shoes for each man every year.
- 3. Employees shall be responsible for the loss of all clothing and accessories which are issued to them. Clothing and accessories will be replaced by the Employer when worn or damaged beyond repair.
- 4. Employees are required to wear all protective clothing and accessories and comply with all safety provisions. Failure to do so is a serious breach of discipline.
- 5. The Employer will pay for the regular cleaning of uniforms.
- 6. All uniforms and equipment issued by the employer remain the property of the employer and shall be returned upon the employee leaving the service of the employer.

## ARTICLE XXVI

## PAY DURING JOB RELATED INJURIES

l. The Employer represents that all employees covered by this Agreement are covered by a Workman's Compensation

Insurance Policy and that it will continue to provide such coverage as required by statute.

## ARTICLE XXVII

## SAVINGS CLAUSE

1. It is agreed that if any provision of this
Agreement or the application thereof to any person covered by
the Agreement shall be held invalid, the remainder of this
Agreement or application of the provisions thereof, shall not
be affected thereby. If any such provisions are held invalid,
the parties will meet to negotiate changes so required.

## ARTICLE XXVIII

## NO STRIKE - NO LOCKOUT

1. Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, slowdown, sit down, sick call action,

boycott or any other interference with the operations of the Employer during the term of the Agreement. The Association agrees that it shall use its best efforts to prevent acts forbidden herein on the part of any employee or group of employees and, in the event any of such acts take place by an employee, the Association agrees it will use its best efforts to cause an immediate cessation thereof.

 The Employer will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

## ARTICLE XXIX

## HOURS OF WORK

- 1. The work week shall begin at 12:01 A. M. Monday and end at midnight the following Sunday, and it shall consist of work of five (5) days of eight (8) hours /each day. Employees will begin work at hours determined by the Employer.
- 2. The normal starting time is 8 A. M. which may be adjusted for seasonal needs by the Employer.
- 3. The Association will be given notice prior to any changes in the usual hours of work.
- 4. During the eight (8) hour day, the employees shall be allowed with pay one (1) fifteen (15) minute rest period during the morning; and one (1) ten minute rest period in the afternoon.

  The lunch period shall be one (1) hour and the employees shall not be paid for the duration thereof.

In case of an emergency, the relief period may be shortened and the employee required to work, without additional pay.

In case of emergency on lunch hour men may be required to work but will get paid for the extra time worked.

## ARTICLE XXX

## PAY

- 1. Employees shall be paid a regular base rate of pay hereinafter defined in accordance with the job titles pay grades and salary ranges set forth in the appendix "A" annexed hereto and made a part hereof.
- 2. The Employer at its discreation may increase the regular rate of pay of an employee within the salary range for his job title and pay grade. The Association shall receive notice of such action. The decision of the Employer in this regard is not subject to the grievance procedure. The Employer will not use this right to discriminate against Association members.
- 3. The annual rate of pay is computed by adding the base rate and the longevity pay, if any. A regular hourly rate of pay is defined as the annual rate of pay divided by 2,080 hours. Premium pay for overtime is based on the hourly rate of pay as defined above.
- 4. New employees may be paid rates between the minimum and maximum salaries for the respective job titles and pay grades.

## ARTICLE XXXI

## COMPLETENESS OF AGREEMENT

bargaining agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

## ARTICLE XXXII

## TERM OF AGREEMENT

- 1. The term of this Agreement shall be from January 1, 1978, to December 31, 1979. It shall take effect upon execution by both parties. It shall have retroactive effect with respect to wages only.
- 2. In the event the parties do not enter into a new agreement on or before midnight of December 31, 1979, then this agreement shall continue in full force and effect from month to month, subject to being terminated upon written notice by either party at least thirty (30) days prior to any intended expiration date.

## ARTICLE XXXIII

#### CHECK OFF

- 1. Upon receipt by the Borough Clerk of a written authorization card signed by the employee, the Employer will deduct uniform association dues or membership dues from the pay of the Employee.
- 2. The card shall be filed with the Borough Clerk and shall become effective in the first pay period of the first month after it has been received.
- 3. The deductions shall be made from the first pay period of each month and said deductions shall be mailed within five (5) working days to the Secretary Treasurer of the Association together with a list of the names of the employees from whose pay such deductions have been made.
- 4. The remittance will be deemed correct if the Association does not give written notice to the Employer within thirty (30) calendar days after receipt of the same of its belief that the remittance is believed to be incorrect. The Association assumes full responsibility for the remittance upon receipt of the same.
- 5. The Employer shall have no responsibility for collection of fees or dues which are not expressly stated in this Agreement.
- 6. The Association agrees to indemnify and hold the Employer harmless from any claim made by an employee against the Employer which arises out of the aforesaid deduction.

Job Title	Pay Grade	1978 Salary Range Minimum - Maximum
l. Foreman	7	12,750. 15,000.
2. Heavy Equipment Operate	or 6	12,580. 14,800.
3. Mechanic	6	12,580. 14,800.
4. Tree Trimmer/Laborer	6	12,580. 14,800.
5. General Repair & Mainte	<b>en</b> an <b>ce</b> 5	11,220. 13,200.
<ol><li>Equipment Operator</li></ol>	5	11,220. 13,200.
7. Sweeper Operator	5	11,220. 13,200.
8. Laborer	3	8,330. 9,800.
9. Laborer Trainee	1	8,000. 8,750.
Name of Employee	Pay Grade	1978 Annual Rate of Pay
1. B. Volpetto	7	14,204.
2. R. Kruithoff	7	14,204.
3. Tozzi	6	14,755.
4. H. Shaner	5	13,101.
5. M. Marion	5	11,530
6. J. Dooley	5	11,530.
7. J. Galimi	5	13,056.
8 H. Stabell	3	9,699.
9. R. Reith	3	9,799.
10. Bergin	3	9,699.
11. Sima	3	9,699.
Name of Employee	Pay Grade	1979 Annual Rate of Pay
1. B. Volpetto	7	15,056.24
2. R. Kruithoff	7	15,056.24
3. Tozzi	6	15,640.30
4. H. Shaner	5	13,887.06
5. M. Marion	5	12,221.80
6. J. Dooley	5	12,221.80
7. J. Galimi	5	13,839.36
8. H. Stabell	3	10,280.94
9. R. Reith	3	10,386.94
10. Bergin	3	10,280.94
11. Sima	3	10,280.94

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST:	RIVER EDGE MUNICIPAL WORKERS ASSOCIATION
Ву	
	Ву
ATTEST:	BOROUGH OF RIVER EDGE
Ву	Ву
Angela L. Grillo, Borough Clerk	MAYOR WILLIAM M. DOYLE
Date	