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Donough of Lodi White Collar Workers

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AGREEMENT

LABOR AGREEMENT

AGREEMENT is entered into this First Day of January 1993 between Local Union No. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "UNION" and The Borough of Lodi, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer".

The effective date of this agreement is First Day of July 1992.

The Employer and the Union agree to as follows:

ARTICLE I - RECOGNITION

The Employer recognizes Local Union No. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America as the sole and exclusive bargaining agency for all White Collar Employees Employed by the Borough of Lodi, in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

EXCLUDED are all employees represented in other bargaining units, professional employees, craft employees, confidential employees, managerial executives, police, firefighters, tax collector, tax assessor, and supervisors within the meaning of the Act.

ARTICLE 2 - UNION DUES & AGENCY SHOP FEES

Section 1. The Employer agrees, for each of its Employees covered by this agreement, who in writing authorizes the Employer to do so, that it will deduct from the earnings payable to such Employee, the monthly dues and initiation fees, if any, for each such Employees membership in the union. Deductions for the union dues shall be made from the first payroll in each month, the initiation fees shall be broken down as closely as possible into four (4) equal payments and deducted in the first four (4) payroll periods after the successful completion of the probationary period.

Section 2 - All Union dues, assessments, and fees, deducted from an Employees pay will be transmitted to the Secretary Treasurer of Local 866 by check within Ten (10) working days after the first pay period in which deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by the list showing the names of all Employees for whom the deductions were made.

Section 3 - The Union agrees to furnish written authorization in accordance with State Statute (N.J.S.A. 52:14-15.9) for each Employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State Statute, as well as all other applicable provisions of law pertaining to dues check off.

Section 4 - Any Employee who decides not to join the Union after the ninety (90) day probationary period shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty five percent (85%) of the regular union membership dues fees, and shall be in accordance with the provisions of N.J.S.A. 34:13A-5.4.

Section 5 - The Union agrees that it will indemnify and save harmless the Authority against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Authority at the request of the Union.

ARTICLE 3 - MANAGEMENT AND EMPLOYEES RIGHTS

The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and any applicable Federal or State Statutes or Regulations is vested in and retained by the Borough.

Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he may have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any Local, State or Federal Law.

No reprisals of any kind shall be taken by the Borough or any member of the Administration against any party interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute.

A Shop Steward shall be permitted time to investigate and adjust the grievance of any Employee after notification to the supervisor. Employees shall have the Union Representative present during discussion of any grievance with representatives of the Employer.

Any grievance arising between the Employer and the Union or any Employee(s) represented by the Union shall be settled in the following manner:

Step 1: The aggrieved Employee or Employees must present the grievance to the First Line Supervisor thru the Shop Steward within five (5) working days after knowledge of the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

Step 2: The Union Business Representative shall then take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made within five (5) working days.

Step 3: If no satisfactory settlement can be agreed upon, the matter may be referred to the N.J. Mediation and Conciliation Service for arbitration. After the Service submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this agreement or establish new terms or conditions under this Agreement. The arbitrator shall determine any question of arbitrability.

ARTICLE 4 - CONT.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the Employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

The procedures set forth herein may be invoked only by an authorized representative of the Employer or the Union.

If the Employer fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has a right to take all legal and economic action to enforce compliance.

ARTICLE 3 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any Employee, the Employer must immediately notify the Employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the LOCAL UNION office, within one (1) working day from the time of the discharge or suspension.

In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such Employee in writing and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than 9 months from the date of occurrence upon which the complaint and warning notice are based.

Before any Employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge and as soon thereafter as it is practicable to do so a conference held between the Union and the Employer for the purpose of reviewing the matter.

A discharge or suspended Employee must advise his LOCAL UNION in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done a discharged or suspended Employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

ARTICLE 6 - WORK WEEK

The work week for the Employees, shall consist of Thirty-seven and one-half (37½) hours per week Monday through Friday, seven and ½ hours per day, from 8:30 a.m. to 4:00 p.m. with one hour off for lunch. The staggering of lunch hours shall continue as in the past.

OVERTIME

If an Employee is required to work within a one-week period hours in excess of the standard work week or is required to work in a one-day period hours in excess of the standard work day, he or she shall be paid one and one-half times his or her salary for those hours. Any Employee who is called back to work after having completed his regularly scheduled day shall be compensated at time and one-half the straight time hourly rate of pay with a minimum guarantee of four (4) hours work or pay in lieu thereof.

When a holiday is observed during the regular work week or when an Employee receives sick pay or vacation pay during a regular work week, those holiday hours or hours of sick or vacation pay shall be included in the computation of overtime for that period. When an Employee is required to work on a holiday or a Sunday (provided the Sunday is not part of his regular work schedule,) he or she shall receive time and one-half for any of the hours worked on the holiday or Sunday plus the Employee shall receive a day off for the holiday or Sunday worked; or the Employee shall receive standard time plus time and one-half for any of the hours worked; the option as to which method of payment shall be made shall be that of the Employee.

In accordance with the overtime provision of this Agreement, the Borough shall compensate the Court Administrator, the Recreation Director and the Recreation Leader for any and all overtime worked in the following manner:

- A. The method of payment shall be a fixed dollar amount issued on July 1, of each year, this pay schedule is geared only to the Court Administrator and the Recreation Director.

July 1, 1992 - \$2,000.00 per individual
July 1, 1993 - \$2,000.00 per individual
July 1, 1994 - \$2,000.00 per individual

- B. The Recreation Leader shall be compensated on the same time schedule but with only a \$500.00 amount for services rendered.

ARTICLE 7 - HOLIDAYS

Employees shall be entitled to holiday leaves of absence with pay in celebration of the following holidays:

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Day</i>	<i>Columbus Day</i>
<i>Presidents Day</i>	<i>Veteran's Day</i>
<i>Washington's Birthday</i>	<i>Election Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Christmas Day</i>
<i>Independence Day</i>	

If any of the above holidays falls on a Saturday, it shall be celebrated on the preceding Friday; if any of the above holidays fall on a Sunday they shall be celebrated on the following Monday. If Christmas Day and New Year's Day falls on a Thursday, the holiday leave will continue until Friday after each of the two holidays.

If an Employee is required to work on a holiday on a Sunday, the said Employee shall be compensated as set forth under Article 6. - WORK WEEK/OVERTIME.

ARTICLE 8 - VACATION

Vacation entitlement shall be based on the Employee's anniversary date of employment. An Employee shall be entitled to paid vacation in accordance with the following schedule:

- (a) From date of hire through December 31 of the year of hire: One (1) day for each thirty (30) days of employment;
- (b) From January 1, of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire: twelve (12) days;
- (c) From January 1, of the fifth full calendar year after date of hire through December 31 of the ninth full calendar year after date of hire: fifteen (15) days;
- (d) From January 1, of the tenth full calendar year after date of hire through December 31 of the fourteenth full calendar year after date of hire: twenty (20) days;
- (e) From January 1, of the fifteenth full calendar year after date of hire and thereafter: twenty-two (22) days.

Vacations may be scheduled through the calendar year. Preference for selection shall be awarded to Employees in the order of their seniority.

In the event of a holiday named in this Agreement falls during the Employee's vacation period, such Employee shall receive an additional day's vacation with pay.

ARTICLE 8 - CONT.

In the event a death occurs in an Employee's immediate family, as defined in other provisions of this Agreement, or the Employee is disabled or sick during the vacation period, the remaining vacation time shall be canceled and rescheduled at the Employee's request. The Employee shall submit proof substantiating death or disability. *Immediate notification of illness or disablement shall be made to the manager.*

When in any calendar year the vacation or any part thereof is not granted or taken, such vacation periods or parts thereof shall accumulate and ~~shall~~ *shall* be ~~used~~ *used* during the ~~next~~ *next* first 3 months succeeding calendar year, and in accordance with the Civil Service N.J. Administration Code regarding the accrual of vacations. *Prior vacation not taken will be forfeited*

ARTICLE 9 - SICK LEAVE

Sick leave is here defined to mean absence from post or duty of an Employee because of illness, accident, exposure to contagious disease, attendance upon a member of the Employee's immediate family for a serious illness requiring the care and attendance of such Employee.

~~Unlimited sick leave with pay shall be granted to all Employees covered by this agreement. However, if it is determined through medical diagnosis that the employee will be out longer than four months with an extended illness the Borough can if the need arises exercise its power to place the employee on Temporary Disability covered by the New Jersey Disability Program.~~

An Employee who shall be absent on sick leave for three (3) or more consecutive working days, shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required before return to employment, if requested by the Borough. The Borough may require an Employee who has been absent because of personal illness, as a condition of his/her return to duty, be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other Employees.

ARTICLE 10 - HEALTH AND WELFARE BENEFITS

The Borough shall provide, at no cost to the Employee, the same hospitalization, and medical payment plans that were actually provided by the Borough during the year 1988 or their equivalent, which plans shall include coverage not only for the Employees but for their eligible dependents as well. Blue Cross / Blue Shield Major Medical increase in extended Rider 2 Benefits. The agreed upon eyeglass coverage for this contract period shall be attached to Schedule B of this agreement and remain in force until such time a change is negotiated.

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All Employees who retire shall at age 65 be eligible to participate in health care, dental and prescription programs. Said participation shall be at the group rate. The Borough shall terminate said participation only upon failure of retiree to reimburse group rate premium to the Borough as per payment schedule for said program which shall be determined by the Borough.

Each Employee shall be enrolled for all benefit entitlements provided within the Public Employee's Retirement System.

The Borough shall enter all Employees covered by this agreement into the Deferred Savings Plan, which shall be covered under Schedule C of this Agreement.

The current Medical coverage shall be under the Bergen Municipal Employee Benefit Fund with a separate life insurance policy valued at 1x the individuals yearly salary.

Prescription Plan

10% copay of generic or brand name whichever is less.

ARTICLE 11 - MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Upon return from Military Service leave, an Employee shall resume all former employment service credits, together with such improvements as such Employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE 12 - BEREAVEMENT LEAVE

The Employer agrees to grant an Employee a bereavement leave with full pay when a death occurs in the Employee's immediate family. The Employee's immediate family is considered to include, Spouse, Children, Brothers, Sisters, Parents, Grandparents of Employee, Parents of Spouse, and for Brother-In-Law and Sister-In-Law. All others, only the day of the funeral. Bereavement leave with pay shall not exceed four (4) working days, and the Employer may request submission of proof from said Employee.

ARTICLE 13 - JURY DUTY

An Employee who is called to Jury Duty shall immediately notify the Employer. An Employee shall not be required to report back for work on any day in which Court is attended for Jury Duty Service, regardless of the Employee's shift.

The Employer agrees to pay the Employee his/her Regular straight time rate of pay for each day on jury duty service.

ARTICLE 14 - PERSONAL DAYS AND LEAVE OF ABSENCE

without pay?

In addition to any other leaves of absence set forth herein, all Employees shall receive five (5) days leave of absence for personal business. Personal leave days may not be accrued or accumulated. Except in cases of emergency, Department Heads must be notified sufficiently in advance to permit them to provide coverage for the absence of the said Employee.

All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period of six (6) months. The Governing Body shall consider each request on its merits and without establishing a precedent. The Employer will not unreasonably deny any Employee's request for a leave of absence. Such leave could be of personal illness, disability, maternity, or other reasons deemed proper and approved by the Employer. The Employee is not required to use his or her sick days or vacation days at this time. The Employer will continue all health and insurance benefits, and all leaves will be in accordance with all Civil Service Rules and Regulations.

This leave is subject to renewal for reasons of personal illness, disability, maternity or other reasons deemed proper and approved by the Employer. At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and seniority shall be retained.

ARTICLE 13 - HIRING PRACTICES

The Employer agrees to fill all job vacancies in accordance with Civil Service Rules and Regulations. No Employee shall be hired by the Borough, whether such Employee is to be paid directly by the Borough through funds supplied by the State of New Jersey or the Federal Government or some agency thereof, at a salary higher than the lowest salary being paid to an Employee covered by this Agreement who is doing the same or similar work as the work to be performed by the new Employee.

All newly hired Employees shall serve a probationary period of ninety (90) calendar days. During this probationary period, the Employer reserves the right to terminate the probationary Employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provision of the Agreement, and said termination shall be in accordance with Civil Service Rules and Regulations.

All personnel covered by this Agreement shall be entitled to seniority in accordance with Civil Service Regulations.

In respect to discharge or suspension, Employer must give at least one (1) warning notice of the specific complaint against such Employee and in accordance with Civil Service Regulations. The warning notice as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based.

Notice of appeal from discharge or suspension must be made to the Employer in writing, within ten (10) days from the date of discharge or suspension. The appeal shall be heard in accordance with the Grievance and Arbitration's Provision of this Agreement.

ARTICLE 15 - CONT.

Should it be proven that an injustice has been made, a discharged or suspended Employee shall be fully reinstated in his position and compensated at his usual rate of pay, for lost work opportunity.

Upon discharge or dismissal, the Employer shall, on the next pay day, pay all monies including pro rata vacation and personal leave on the next scheduled payroll.

ARTICLE 16 - BENEFITS OF TERMINATION

Upon retiring, prior to 6-30-94 the Employer shall pay all monies due the Employee including pro rata vacation pay and sick pay (up to 220 days) provided sufficient notice is given to the Employer. The 220 day Buy Back Provision shall only be in affect until June 30, 1994. In the event of death of the Employee, said monies shall be payable to his/her estate. Thereafter this provision of the 220 day buy back shall not be in force.

Any Employee eligible for retirement who intends to retire in a given fiscal year shall submit to the Borough on or before March 1st of the year prior to the proposed retirement a letter to the Borough setting forth the Employee's intent to retire as of a given date in the next fiscal year. If the Employee does not retire on the date set forth in the said letter, any increase received by the Employee as the result of this provision of this Agreement shall be rescinded and any monies received by the Employee pursuant thereto shall be returned to the Borough forthwith.

The Borough agrees to pay on behalf of the employees, into the Deferred Compensation Plan for any employee working as of July 1, 1992 having accumulated sick days, an amount equal to their accumulated sick days valued at Dec. 31, 1992 or \$15,000.00 whichever is less. This payment will be made equally over a ten year period beginning July 1, 1993. If an employee prior to the ten year period retires, any amounts not paid into the Deferred Compensation Fund shall be paid to the employee upon said retirement.

ARTICLE 17 - WORK RELATED INJURIES OR SICKNESS

The Borough shall make payment of his or her full salary to any Employee who receives an injury or illness as a result of or arising out of the Employee's employment with the Borough, which injury or illness prevents the Employee from performing his or her duties, provided the Employee assigns and pays over to the Borough any payment made to him or her for temporary disability under the Workmen's Compensation Laws of the State of New Jersey. The time frame shall encompass a one calendar year period.

NEW JERSEY DISABILITY

The Borough shall provide the N.J. Disability Program for all individuals covered by this Agreement.

COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of Employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all Employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an Employee is injured on the job, the Employer shall pay such Employee guaranteed wages, for that day lost because of such injury. An Employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift on that day. An Employee who has returned to regular duties after sustaining a compensable injury who is required by Workmen's Compensation doctor to receive additional medical treatment during regularly scheduled working hours, shall receive regular hourly rate of pay for such time.

ARTICLE 10 - SAFETY AND USE OF PERSONAL VEHICLE

No Employee covered by this Agreement shall be required to use his or her personal vehicle for the Borough business.

The Employer agrees, as presently provided, to maintain a clean, sanitary washroom.

The Employer shall not require, direct or assign any Employee to work under unsafe or hazardous conditions. The Employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will determine and advise how the work can be performed safely or will stop the work.

The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where Employees refuse to operate such equipment unless such refusal is unjustified.

ARTICLE 20 - LONGEVITY

All Employees shall receive longevity pay from the time the Employee first became employed by the Borough on two (2%) percent of their annual base salary for every four calendar years of service, in accordance with the following schedule:

0 years through the completion of the 3rd year.....	0%
4 years through the completion of the 7th year.....	2%
8 years through the completion of the 11th year.....	4%
12 years through the completion of the 15th year.....	6%
16 years through the completion of the 19th year.....	8%
20 years through the completion of the 23rd year.....	10%

An additional 2% for every four years thereafter with a cap of 12%. The longevity payment shall be computed on the amount of the base salary of the Employee at the time he becomes eligible for longevity payment. Overtime shall not be considered in computing longevity payments.

Longevity payments shall be added to an Employee's base salary and shall be paid in accordance with the same procedures as for salaries.

10% CAP

ARTICLE 21 - PROMOTIONS, DEMOTIONS AND TRANSFERS

All promotions, demotions, transfers, suspensions and discharges will be in accordance with the Administrative Code of the Borough of Lodi and with the Rules and Regulations of Civil Service. Salary adjustments will be effective immediately and accordingly.

ARTICLE 22 - SALARIES AND COMPENSATION

The Employee will be paid all earnings by check bi-weekly and will be paid during working hours. When pay day falls on a holiday, said Employee shall be paid the preceding day. Upon written request of the individual Employee, and by giving two (2) weeks written notice to the Employer, vacation pay will be paid on the day prior to the start of the vacation period. Each Employee covered by this Agreement, except those employees who have negotiated their salaries separately as appears in the Salary Ordinance, shall be entitled to a pay increase of Twelve Hundred (\$1,200.00) Dollars effective July 1, 1992, 1993 and 1994.

The Borough shall have the right to hire Employees within each title at such salary as the Borough deems appropriate, provided, however, that no Employee shall be hired at a salary less than the minimum, salary and not more than the maximum salary for that title contained in the Salary Ordinance of the Borough of Lodi.

1995/96	—	\$1,000
1996/97		2.5%
1997/98		3%

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Sections should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Employee for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

ARTICLE 24 - CONTINUATION OF CONTRACT PROVISIONS

All of the provisions of this Agreement shall continue in full force and effect beyond that stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

PAST PRACTICE CLAUSE

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Borough of Lodi Employees, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Borough Employee pursuant to any rules, regulations, instructions, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

TERMINATION CLAUSE

This Agreement shall be in full force and effect from July 1, 1992 to and including June 30, 1995 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this APRIL 10, 1995, to be effective as of JULY 1, 1992.

FOR THE BOROUGH

John B. ...

FOR THE EMPLOYEES

John Messeri
...
...

SCHEDULE A

SALARIES AND JOB DESCRIPTIONS

WHITE COLLAR EMPLOYEES

<u>NAME</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
JANICE TEMPIO	PROG. COORD.	\$19,000.00 - 22,600.00
ANNA BELLI	REC. SUPER.	36,160.00 - 39,760.00
ALFRED PERRELLI	REC. LEADER	34,160.00 - 37,760.00
DOLORES DE SOMMA	SUP. ACCT. CLERK	34,875.00 - 38,475.00
DEBRA PACI	SUP. OF WATER BILLING	32,060.00 - 35,660.00
JUDY PALADINO	DATA CONTROL CLERK	27,860.00 - 31,460.00
VINCENZA FERRARO	CLERK TYPIST	26,910.00 - 30,150.00
MARCELLA MARCHESE	ASSESSING CLERK	25,160.00 - 28,760.00
TERRY NALETKO	CONSTRUCTION OFFICIAL	33,000.00 - 36,600.00
ANNA KOTSEV	TECH. ASST.	25,000.00 - 28,600.00
NICHOLAS MELFI	BUILDING INSPECTOR	15,000.00 - 16,800.00
LUCY POLLARO	SR. CLERK TYPIST	25,000.00 - 28,600.00
MARGARITE KIMBIZ	SEC. ASST. TYPING	29,886.00 - 31,326.00
ROSEANNE LOIACONO	POLICE RECORDS CLK.	25,910.00 - 27,350.00
SHIRLEY TANTILLO	GRADUATE NURSE	27,550.00 - 31,150.00
KATHRYN MAGLIONICO	WELFARE INTERVIEWER	30,660.00 - 34,260.00
JOSEPH MESSINEO	COURT ADMINISTRATOR	40,160.00 - 43,760.00
CAROL DE FALCO	CLERK TYPIST	17,650.00 - 21,250.00
PATRICIA MARZOCCA	ACCOUNT CLERK	27,860.00 - 31,460.00
VIRGINIA HASCUP	CLERK	17,160.00 - 20,760.00

SCHEDULE B

EYEGLOSS PROVISION

VISION CARE BENEFIT

The benefit pays for certain vision care expenses. These expenses must be charged to you or your Dependent while covered. The expenses also must be recommended by a physician or optometrist.

You will be paid the actual cost to you of the Reasonable Charges for the services and supplies shown in the Vision Care Schedule below, up to the Maximum Amount shown for each service or supply. The services and supplies shown in the Schedule are the only ones covered.

In some cases, the amount shown in the Schedule may be greater than the amount you are charged. The excess will be added to the amount shown in the Schedule for any other service or supply which is charged within 60 days after the first service or supply is charged.

Limitations

-You will be paid for 1 complete eye exam per person in any 12 months

-You will be paid for 2 lenses per person in any 12 months.

-You will be paid for 1 set of frames per person in any 12 months.

Each time period begins when the service or supply is first charged to the person. An eye exam is charged on the date it is performed. Lenses or frames are charged on the date they are ordered.

Not Covered

-Charges for orthoptics (eye muscle exercises).

-Charges for vision training or subnormal vision aids.

-Lenses that can be ordered without a prescription.

-Any service or supply which is not shown in the Vision Care Schedule.

Other exclusions that apply to this benefit are in General Exclusions.

VISION CARE SCHEDULE

DEDUCTIBLE OF \$25 TO BE PAID BY EMPLOYEE

	MAXIMUM AMOUNT
Eye Exam	\$ 35.00
Lenses, per pair	
Single vision	30.00
Bi-focal	50.00
Tri-focal	60.00
Lenticular	90.00
Frames	25.00
Contact Lenses, per pair, if pre- scribed in one of the following cases	180.00

A person's vision can not be corrected to 20/70
in the better eye except by the use of contact lenses.

A person needs contact lenses after cataract surgery.

A person is being treated for a condition such as
Keratoconus or Anisometropia and contact lenses
are routinely used as part of the treatment.

Contact Lenses, per pair, if pre- \$ 55.00
scribed for any other reason

**Important - You will be paid one half of the Maximum Amount
for a single lens.**

SCHEDULE C

DEFERRED SAVINGS PLAN

The Borough agrees to enter into a Deferred Compensation Plan on behalf of its white collar employees. The plan will be administered through the payroll deduction and in accordance with the Public Employees Benefit Service Corporation.

If at any such time, this plan were to change, th Union and the Borough manager will discuss any and all such changes.