

Contract no. ~~1050~~ 1105

LIBRARY
INSTITUTE OF MANAGEMENT

JUN 23 1992

RUTGERS UNIVERSITY

AGREEMENT

by and between

**BOROUGH OF SHIP BOTTOM
(PUBLIC WORKS)**

and

TEAMSTERS LOCAL NO. 35

**Effective: January 1, 1992
Expiration: December 31, 1994**

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1992 between the Borough of Ship Bottom, a municipal corporation organized and existing under the laws of the State of New Jersey, a public Employer with its main office at Borough Hall, 17th Street and Boulevard, Ship Bottom, New Jersey, 08008, hereinafter referred to as the "Borough", "Company", or "Employer" and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and the Eastern Conference of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey, 08691, comprised of Ship Bottom Public Works Blue Collar Employees, such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the "Union". Wherever the terms "blue collar supervisor" or "blue collar supervisor employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

PURPOSE

Section 1.

A. This Agreement entered into between the Employer and the Teamsters has as its purpose the promotion of harmonious relations between the Employer and the Teamsters; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

RECOGNITION CLAUSE

Section 2.

A. The Borough recognizes Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and the Eastern Conference of Teamsters, as the sole and exclusive bargaining agent for all permanent full-time blue collar employees employed by the Public Works Department of the Borough of Ship Bottom including Foreman 1 and 2 as may be applicable, all operator/laborer levels, and new hires. The parties agree to negotiate with respect to salary, hours and those terms and conditions of employment permitted by appropriate New Jersey Statutes. However, the following titles shall be excluded from the bargaining unit: all confidentials, managerial, executives, professionals, police, craft, white collar and supervisors within the meaning of the act.

GRIEVANCE PROCEDURE

Section 3.

Section 3.01 Definition

A. Purpose - 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 as a result of the interpretation, application or violation of this Agreement between the Borough and the Union.

B. A "Grievance" shall mean a complaint written by an employee that there has been as to him personally a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or of policies, rules and administrative decisions which govern the Borough or disciplinary action. Only grievances on the violation, misinterpretation or inequitable application of the Agreement may be submitted to binding arbitration.

C. A "grievant" is an employee who files a grievance and has been personally aggrieved.

D. "Representative" is a person or agent designated to represent either party in this procedure.

E. "Day" means a working day.

Section 3.02 Procedures

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

C. All grievances and appeals shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. The grievant and Employer shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Borough.

G. Failure by the Borough to issue a decision within the specified time limit shall render the grievance advanced to the next level.

Section 3.03 Processing

A. Time Limit: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1. The grievant and/or his or her representative shall present a written statement of the alleged grievance to the Borough Councilman in charge of Public Works. The grievant must file the written grievance within three (3) calendar days of the occurrence of the grievance. The Borough

Councilman in charge of the Public Works or his designee will review the grievance and investigate the facts and submit a written answer to the grievance within seven (7) calendar days of the submission date on the grievance form.

C. Step 2. If the grievant is dissatisfied with the answers submitted by the Borough Councilman in charge of the Public Works, the grievant may appeal the answer of the Borough Councilman in charge of the Public Works within three (3) calendar days after receipt of the written answer at the first step of the process by the grievant. The employee will request that the Borough schedule a hearing before the Public Works Committee on the matter. The hearing date shall be scheduled within seven (7) calendar days after receipt of the grievance appeal by the Public Works Committee. The hearing granted by the Public Works Committee will take place within twenty-one (21) calendar days after the scheduled date is submitted to the grievant.

D. Step 3: If the grievant is still dissatisfied with the answer received from the Public Works Committee, then the grievance may be submitted to arbitration.

1. Within twenty (20) days of the decision of the Public Works Committee, a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Public Works Committee.
2. Within five (5) days of such notice, the grievant shall request a list of arbitrators from the Public Employment Relations Commission.
3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a list shall be requested and the process repeated, unless the time is extended by mutual agreement.
4. Within twenty (20) days of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing.
5. The arbitrator's decision shall be binding on all parties to the grievance.
6. The cost of the services of the arbitrator shall be shared equally by the parties of interest. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.
7. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

Section 3.04 General Provisions

- A. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.
- B. All records of grievance processing shall be filed separately.
- C. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and the Public Works Committee will distribute the forms as they require these.
- D. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
- E. Notices of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Borough's premises.
- F. The hearing in Step 2 shall be outside of the normal workday. The Borough agrees the presentation of the grievance in Step 1 may be made during the normal work day.
- G. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in computing that of the foregoing.
- H. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure.
- I. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.
- J. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

SICK LEAVE

Section 4.

A. Each employee shall be entitled to accrue one day sick leave per month. This in no way detracts from nor limits the accrued days of sick leave accredited the employees.

B. Sick leave is hereby defined to mean absence from work due to the employee's illness which prevents or significantly impairs the ability of the employee to perform his duties. In addition, all employees shall receive sick leave with full pay when injured on duty or if the injury arose from or was the result of any incident while not on duty so that they are unable to perform their normal duties but in no event shall be paid sick leave to

exceed accrued sick leave.

C. Upon retirement or death, all employees shall be paid by the Borough of Ship Bottom for fifty percent (50%) of all unused sick leave which they have accumulated at the current salary rate at the time of retirement or death.

D. Any employee absent from duty for three (3) consecutive days or longer due to sickness may be required to produce a certificate to the department head, signed by a doctor, indicating the nature of and extent of the employee's illness.

Within the discretion of the department head or the proper committee, the Borough may require an employee to submit to a physical examination to determine the employee's ability to return to work. If such physical examination is required, the Borough will pay for the same.

VACATIONS

Section 5.

A. Whenever more than one (1) employee requests vacation at a job location at any particular time, the Borough shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first. However, all vacations are subject to approval and at the discretion of the department head.

B. The current employees as of March 3, 1982 will be permitted to enjoy the vacation schedule as follows:

- (1) After one year of service 10 days
- (2) After two years of service 18 days
- (3) Employees who have completed five (5) years of service shall then receive one additional day vacation for each additional year of service completed, until such time as each of those individuals obtain up to and including twenty-four (24) vacation days. (All employees who have accrued vacation time under this schedule in excess of twenty-four (24) day maximum, shall keep the number of vacation days, and shall be permitted to add one additional vacation day.)

C. New employees hired after March 3rd, 1982, shall be entitled to vacation under the following schedule.

- (1) After one year of service, 10 days
- (2) After three years of service, 15 days
- (3) After six years of service, 16 days
- (4) After nine years of service, 17 days
- (5) After twelve years of service, 18 days
- (6) After fifteen years of service, 19 days

- (7) After eighteen years of service, 20 days
- (8) After twenty years of service, 24 days

D. The rate of pay for vacation shall be the basic rate as computed for a forty (40) hour week.

E. No vacation time may be taken during the period from June 30th through Labor Day.

F. When a holiday occurs during the vacation, the employee shall be granted a day off with pay. Such day off shall be the last working day prior to the vacation, the first working day following the vacation or a day to be taken within three (3) months subsequent to the week of vacation in which the holiday falls.

G. Vacation days shall be only those regularly scheduled days of work of an employee.

H. All vacation time must be used within one year following the year such vacation time is accrued.

HOLIDAYS

Section 6.

A. Permanent employees will receive pay for the following holidays:

- | | |
|--------------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Washington's Birthday | 9. Columbus Day |
| 3. Good Friday | 10. Veterans Day |
| 4. Memorial Day | 11. Day After Thanksgiving |
| 5. Independence Day | 12. Thanksgiving Day |
| 6. Martin Luther King Birthday | 13. General Election Day |
| 7. Lincoln's Birthday | 14. Christmas Day |

B. If the day before Christmas and the day before New Year's falls Monday through Friday, then a half-day holiday will be granted to all employees on either of these days.

C. Public Works employees working on a day that the Borough of Ship Bottom is closed, other than weekends, shall be entitled to one (1) compensation day for same.

PERSONAL LEAVE

Section 7.

A. All employees shall be entitled to receive up to four (4) personal days leave in each calendar year.

B. No personal day may be taken at any time without the express permission of the department head.

BEREAVEMENT LEAVE

Section 8.

A. Bereavement leave of five (5) days per death of an immediate relative of an employee shall be granted provided the decedent is a spouse, mother, father, grandmother, grandfather, sister, brother, child or stepchild, or any other dependent residing with the employee, or spouse's mother, father, sister, brother, child, stepchild, grandmother or grandfather. Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty-eight (48) hours, no more than ten (10) days bereavement leave shall be granted.

NON-DISCRIMINATION

Section 9.

A. The parties agree to comply with all Equal Employment Opportunity guidelines and statutes.

OUT WORK AND RAIN GEAR

Section 10.

A. The Borough will continue to provide outer work clothes and rain gear to all employees in the bargaining unit requiring same. The Borough will determine the amount of outer work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of work clothes and rain gear in usable condition. The employees issued work clothes and rain gear will wear same unless authorized to do otherwise by an immediate supervisor.

HOURS OF WORK

Section 11.

A. All hours of work for the Public Works employees shall be as scheduled by the head of the department.

B. All hours worked in excess of forty hours in one week shall be paid at the overtime rate.

C. Overtime shall be defined as any and all hours worked outside the normal work week of forty (40) hours per week or the normal workday of eight (8) hours per day.

Overtime rate of pay shall be one and one-half (1 1/2) times the regular rate of pay, based upon the normal forty (40) hours work week or a normal eight (8) hour workday.

D. All employees required to report to work outside their normal hours

of work shall be paid a minimum of three (3) hours pay regardless of the actual hours worked at the overtime rate provided the employee is available for the entire three (3) hours.

E. The work week shall consist of five (5) consecutive days, Monday through Friday, and the work day shall consist of eight (8) consecutive hours, 7:00 a.m. to 3:30 p.m. exclusive of one-half hour lunch period.

F. No employee shall be permitted to more than 12 hours overtime in any one week work period, except at the sole discretion of Foreman 1 or management.

G. No employee shall be permitted to accumulate more than 120 hours compensation time. Use of any compensation time shall be at the sole discretion of Foreman 1 or management.

SAFETY REPORT

Section 12.

A. Whenever an employee is assigned to drive Borough equipment and he feels such equipment is in need of such repair that it is hazardous or defective, he shall at once notify Foreman 1 or in his absence Foreman 2 of this defective or hazardous equipment. The Foreman 1 thereupon shall ask the employee to fill out the Safety Report form as agreed upon by the parties to this Agreement.

CLOTHING ALLOWANCE & SHOES

Section 13.

A. The Borough will pay each employee in the bargaining unit the sum of up to \$200.00 in 1992, \$250.00 in 1993 and \$300.00 in 1994, for the maintenance of work clothes. Payment will be made during the first payroll period in July. The Borough will replace worn out shoes and carharts upon reasonable request, expressly limited however to two new pairs of shoes per year and one set of carharts per contract period.

JOB POSTING

Section 14.

A. Any vacancy in the bargaining unit shall be posted for three (3) calendar days before it is awarded to any person. Consideration of employees currently working for the Municipality will be provided by the Chairman of the Public Works Committee before a new employee is hired for a vacancy. However, in all cases, the discretion of the Chairman of the Public Works Committee shall be final and binding on all hiring decisions.

BULLETIN BOARDS

Section 15.

A. The Union will have access to a bulletin board in the Public Works Garage. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Borough Councilman in charge of the Public Works Committee.

LONGEVITY

Section 16.

A. Each employee represented by this contract shall be paid, in addition to and together with his annual base salary, additional compensation based on the length of his or her service as fixed and determined according to the following schedule:

Years of Service	Payment of Annual Base Salary
Upon the completion of 4 years	2%
Each year thereafter	1%
Maximum	6%

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

C. Any individuals enjoying a maximum longevity percent in excess of 6% on January 1, 1987 shall remain at that maximum amount and not be reduced to 6%.

HOSPITALIZATION

Section 17.

The Borough will continue to provide the same level of health benefits coverage as provided under the Borough plan including basic coverage, major medical, and dental, life insurance and prescription drug plan for the duration of this Agreement. It is also agreed that employees will receive eye glasses as per the Borough plan.

SEVERABILITY CLAUSE

Section 18.

If any part, clause, portion or Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement

not so affected shall continue in full force and effect absent the affected clause.

MANAGEMENT RIGHTS

Section 19.

A. The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

B. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

WORK CONTINUITY

Section 20.

A. During the period of time of this Agreement, the Union and its members shall not have the right to engage in any slowdown, work stoppage or a strike.

B. The sole method for resolving any disagreement concerning this Agreement shall be covered by the procedures contained in this Agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

C. The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. An employee who engages in any of the prohibited activities shall be subject to immediate termination of employment.

PRODUCTIVITY

Section 21.

The Union agrees that it will cooperate with the Borough in any productivity program that may be adopted by the Borough covering employees of this bargaining unit.

PERFORMANCE EVALUATION

Section 22.

The parties agree that the Borough has the right to conduct individual performance evaluations of all personnel.

WASH UP TIME

Section 23.

All employees shall have a ten (10) minute wash up time prior to the lunch period.

IMMEDIATE DISCIPLINARY DISCHARGE OR SDEPENSION

Section 24.

A. The employer shall not discharge nor suspend any employee for disciplinary reasons without just cause except for probationary (new hire) employees. With respect to discharge, except on grounds for immediate dismissals, the employer must give at least three (3) written warning notices within a 12 month period of time of the specific complaint against such employee with a copy being forwarded to the Union and to the Shop Steward.

B. The offenses which provide for immediate dismissal are the following:

1. Calling or participating in any unauthorized strike, work stoppage or slowdown;
2. Reporting for work under the influence of alcohol or narcotics or taking either during working hours or possessing either on the Employer's premises;
3. Proven theft on or off Employer's premises and/or dishonesty and unauthorized use of time clock;
4. Unprovoked assault and/or battery on Employer or Employer's Representatives or fellow employees, customers, or anyone while in the course of his employment;
5. Willful destruction of Borough property;
6. Willful and repeated insubordination, if not immediately resolved by the immediate Supervisor and the Shop Steward;
7. Possession of illegal weapons, fireworks, or other incendiary or explosive materials on Borough property;
8. Failure to report for work without notification for three (3) consecutive days;
9. Leaving work without authorization from immediate supervisor, a member of the Public Works Committee or Borough Clerk.

C. Any employee discharged must be paid in full for all wages owed him by the Employer, including any earned vacation pay within thirty (30) days from the date of discharge, less any monies due by him to the Employer.

DISCHARGE OR SUSPENSION FOR DISCIPLINARY REASONS

Section 25.

A. The Employer shall not discharge nor suspend any employee for disciplinary reasons without just cause, except probationary (new hire) employees. In all cases involving discharge or suspension for disciplinary reasons of any employee, the Employer must immediately notify the Employee in writing of his discharge or suspension and the reason therefore. At the same time, the Employer shall supply the employee so discharged or suspended with a written list containing dates and reasons of all warning notices on file against said employee for a period of one (1) year prior to such discharge or suspension. Such written notices 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.

B. Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay within five (5) days from the date of discharge, less any monies due by him to the Employer.

C. A discharged or suspended employee must advise his Local Union in writing, within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension.

D. Should it be proven that an injustice has been done to 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. If the Union and the Employer are unable to agree to the settlement of the case, then it shall be referred to the grievance machinery as set forth in this Agreement.

EMPLOYEE (JOB) CLASSIFICATIONS

Section 26.

A. The Employee (Job) Classifications for the Public Works Department are solely for the purposes of advancement. All employees of the Public Works Department are required to perform the duties of other employees of the department as taught, assigned, or needed regardless of classification and pay rate to insure the continuous and efficient operation of the Department and the Borough.

WORK ASSIGNMENTS

Section 27.

A. The Employer agrees it shall not assign or direct Public Works Department employees to perform work that cannot be categorized as that of Public Work's Employee. This will insure that employees will not be required to perform work for which they are unqualified, i.e. clerical, accounting, etc., and at the same time provide for the articulation within and between:

Department(s) that at times is mutually beneficial and necessary to the continuous and efficient operation of the Department(s).

B. Foreman 1 and/or Foreman 2 will be required to perform the necessary clerical work to fulfill the duties and responsibilities accompanying their positions in the Public Works Department as the situation warrants and in addition to their other duties.

SENIORITY

Section 28.

A. Seniority shall be considered for purposes of scheduling vacations and personal leave and shall be a consideration if a job opening should occur but shall not be the sole determining criteria.

B. When the Borough decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first, unless circumstances justify otherwise. It is expressly understood that the employees affected by layoffs shall have bumping privileges to move to a classification of work which they can perform.

C. Employees shall be recalled for work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of one (1) year or more shall not be entitled to recall.

FOREMAN I RESPONSIBILITY

Section 29.

A. In the event an employee assumes the responsibility of the Foreman 1 position at the direction of the head of the department, after serving in this temporary position for more than five (5) continuous work days, he shall be paid Foreman 1 pay retro to the first day.

DISABILITY INSURANCE

Section 30.

A. The Borough agrees to provide Disability Insurance for its employees covered by this Agreement. The coverage shall be the same provided in the contract between the Borough and the PBA effective in 1991.

WARNING NOTICES

Section 31.

A. Effective January 1, 1989, Borough agrees to purge all files of employees and start a new file.

SALARY GUIDE

Section 32.

A. The parties agree that for the term of this agreement, in accordance with New Jersey Statute, any employee who is a member of this bargaining unit on the effective date of this agreement even though he chooses not to be a member of the Union (excluding Daniel Tortoriello currently holding the position of Foreman 1 who is not a member of the Teamsters Local No. 35) shall pay an agency shop fee equal to eighty percent (80%) of the dues, initiated fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of the employees effective on the basis of authorization provided by the bargaining agent.

B. The bargaining agent agrees to save the employer harmless from any and all action it takes under this article.

Section 33.

Start →

RATE OF PAY

A. Except as may otherwise be specifically set forth in paragraph C hereof, all rates of pay shall be governed strictly according to the position held by the employee as set forth in paragraph B hereof and shall in no way be effected by the actual work performed by any employee. The obtaining of a higher position shall in no way be considered a right but such promotion shall be in the sole prerogative and discretion of management. ~~Failure to obtain a promotion shall not be considered a grievance of any sort.~~ *WJ 6/0*

B. The following rates of pay shall be applicable for the years indicated and supersede any previous contract terms. The figures set forth represent a five percent (5%) increase for the year 1992, a five percent (5%) increase for the year 1993 and a six percent (6%) increase for the year 1994. In the event of a discrepancy between the percentage increases and actual hourly rates set forth, the percentage increase calculation will control.

<u>Position</u>	01/01/92	01/01/93	01/01/94
Foreman 1 <i>DAN SID</i>	18.99	19.94	21.14
Foreman 2	14.19	14.90	15.79
Operator/Laborer 1 <i>JG SS</i>	11.91	12.51	13.26
Operator/Laborer 2 <i>AC</i>	11.34	11.91	12.62
Operator/Laborer 3	10.77	11.31	11.99
Operator/Laborer 4	10.20	10.71	11.35
Operator/Laborer 5	9.64	10.12	10.73

Operator/Laborer 6	9.08	9.53	10.10
Operator/Laborer 7	8.52	8.95	9.49
Operator/Laborer 8	8.14	8.55	9.06
Operator/Laborer 9	7.76	8.15	8.64
Operator/Laborer 10	7.38	7.75	8.22
New Hire *	7.00	7.35	7.79

* New Hire subject to 90 day probation period. At the end of 90 days and at the discretion of management, the new hire shall be promoted to Operator/Laborer 10 or terminated. Wherever in this contract the term "probationary employee" appears, same shall refer to and mean "new hire."

C. The following are to be considered special terms and conditions for particular Public Works employees on a one time basis only and thereafter, all rates of pay shall be governed strictly by the year and position held.

1. Sulecki - Considered to be Operator/Laborer 1 effective January 1, 1992. For 1992 only, in addition to earned wages at rate of pay provided, Sulecki will receive a \$1,000.00 bonus.

2. Geneva - Effective January 1, 1992, Geneva holds the position of Operator/Laborer 1.

3. Cowdrick - Effective January 1, 1992, Cowdrick shall hold the position of Operator/Laborer 2. Effective January 1, 1993, Cowdrick shall hold the position of Operator/Laborer 1.

4511

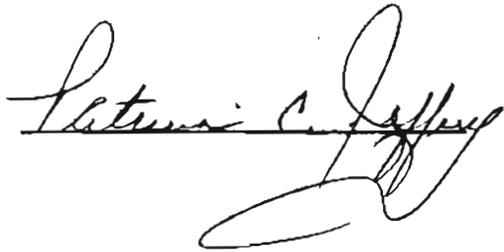
DURATION

Section 34.

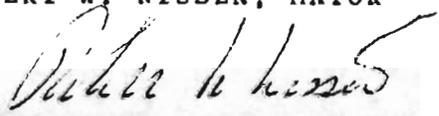
This Agreement shall be effective retroactive to January 1, 1992, and shall continue in full force and effect until December 31, 1994. The parties will enter into negotiations for a succeeding contract on or about September 1, 1994

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

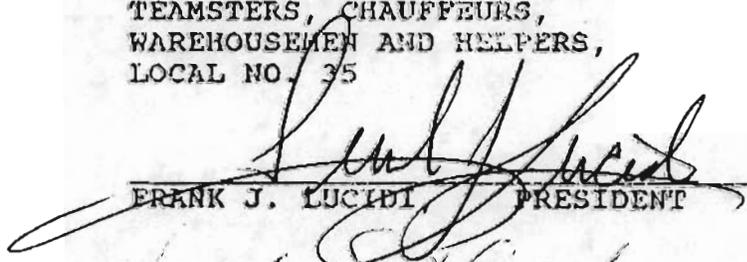
ATTEST:



FOR THE BOROUGH OF SHIP BOTTOM
ROBERT W. NISSEN, MAYOR



INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL NO. 35



FRANK J. LUCIANI, PRESIDENT



ANTHONY D'ARTIGLIO, SEC.-TREAS.



NEGOTIATIONS COMMITTEE MEMBER



G. THOMAS OAKLEY, CHAIRMAN, PUBLIC
WORKS COMMITTEE