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AGREEMENT

BETWEEN

~~Kenilworth Borough~~
THE BOROUGH OF KENILWORTH.

AND

THE PUBLIC WORKS DEPARTMENT

X JANUARY 1, 1985, TO DECEMBER 31, 1986

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AGREEMENT

THIS AGREEMENT, made this day of , 1985
BETWEEN, BOROUGH OF KENILWORTH, hereinafter referred to as
the "Borough";

AND, UNION COUNCIL #8, N.J.C.S.A., hereinafter referred to
as the "Representative";

WITNESSETH:

WHEREAS, the parties have carried on collective negotiations
for developing a contract covering wages, hours of work and other
conditions of employment so that more efficient, productive and
progressive public service may be rendered;

NOW THEREFORE, in consideration of the promises and mutual
agreements herein contained, the parties herein agree with each other
in respect to the employees of the Borough recognized as being
represented by the Representative as follows:

ARTICLE I

RECOGNITION

The Borough hereby recognizes the aforementioned
Representative as the representative for all of the non-supervisory
employees of the Department of Public Works in the Borough of
Kenilworth, New Jersey, excluding probationary, temporary, or
clerical workers.

TERM: Superintendent shall include the Superintendent himself or
his designated substitute.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. The Representative recognizes and agrees that the management of the Department of Public Works, the control of its properties and the maintenance of order and efficiency are solely the responsibilities of the Borough. All the rights, power and authority possessed by the Borough prior to the signing of this Agreement are retained exclusively by the Borough without limitation, except as may be specifically provided for in writing in this Agreement. Such management rights include, but are not limited to the right to select and direct the work force; to hire, suspend or discharge; to assign, promote, demote, layoff or transfer in accordance with applicable law; to determine the amount of overtime to be worked; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment and methods to perform the work of the Department, together with the selection, procurement, designment, engineering and the control of equipment and materials; and to purchase services of others by contract or otherwise; to make reasonable rules and regulations not inconsistent with the terms of this Agreement and subject to the statutory requirement to negotiate new rules or modification of existing rules before implementation thereof, and to otherwise determine the methods, means and personnel by which its operations are to be conducted.

Section 2. Management rights shall also include, but shall

not be limited to, the following specific rights:

(a) The Superintendent of the Department of Public Works shall have the sole responsibility to make duty assignments within this department.

(b) Employees shall not exchange days off without prior approval by the Superintendent.

(c) The Superintendent of the Department of Public Works shall have the right to initiate disciplinary action against any employee who establishes a chronic absentee record or a pattern of being absent on sick leave one day before or after regularly scheduled days off.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of express provisions of this Agreement, the following procedures shall be followed:

STEP 1 - (a) An employee with a grievance shall first discuss the matter orally with the Superintendent within seven (7) calendar days of the occasion giving rise to the grievance with a view to resolving the grievance informally.

(b) In the event the employee is unable to resolve the matter pursuant to Step 1(a), the employee or his/her Representative shall present a written grievance to the Superintendent within three (3) calendar days after oral presentation provided for in Step

1(a). A meeting on the written grievance shall be held within five (5) calendar days of the filing of the written grievance, between the aggrieved party or the designated Representative and the Superintendent. A decision thereon shall be rendered in writing by the Superintendent within five (5) calendar days after the holding of such a meeting.

STEP 2 - If the grievance is not satisfactorily resolved at Step 1, the matter may be referred by the aggrieved party or the Representative to the Department's Personnel Supervisor within five (5) calendar days after the decision in Step 1, or within ten (10) calendar days after the meeting provided for in Step 1, if no decision has been rendered. A meeting on the grievance shall be held between the Representative and/or the aggrieved party and the Personnel Supervisor within fifteen (15) calendar days of the day of referral, at which meeting the parties may be represented. This meeting shall not be held publicly unless the parties so agree in writing. The Personnel Supervisor shall render a final written decision within fifteen (15) calendar days after the date of the meeting.

STEP 3 - If the grievance is not satisfactorily resolved at Step 2, the matter may be referred by the Representative to the Mayor and Council within fifteen (15) calendar days after the decision in Step 2 or fifteen (15) calendar days after the meeting provided for in Step 2, if no decision has been rendered. A meeting on the grievance shall be held within fifteen (15) calendar days of

the date of the meeting.

STEP 4 - If the grievance is not satisfactorily resolved at Step 3, the Representative may refer the matter to arbitration pursuant to the provisions hereinafter set forth. It is understood and agreed, however, that if the Representative refers a matter to arbitration, this shall constitute an election of remedies and waiver of right to have the matter reviewed in any other forum, including the courts, since neither the Representative nor the aggrieved party shall be entitled to two hearings on the same matter. If the Representative refers the matter to court, this shall also constitute an election of remedies and waiver of right to have the matter referred to arbitration or reviewed in any other forum.

If the Representative elects to refer a matter to arbitration, it must file written request with the Public Employment Relations Commission for such arbitration, with copy of the request to the Borough, within fifteen (15) calendar days from the date of decision by Mayor and Council under Step 3.

Section 2. The time limits specified in the Grievance Procedure are mandatory and shall be construed as maximum unless extended by mutual agreement in writing. If no appeal is taken from any disposition of a grievance made by the Borough within the time limits specified in the Grievance Procedure, the grievance shall be considered settled and further action under the grievance and arbitration provisions of this Agreement shall be forever barred.

Any disposition of grievance made by the Borough which is accepted by the Union shall be final, conclusive and binding upon the aggrieved employee, the Borough and the Representative. If a meeting is not held within the time limit as set forth in Steps 1, 2 or 3, the grievance shall be deemed denied.

Section 3. A grievance must be presented at Step 1(a) within seven (7) calendar days from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section 4. Except as otherwise provided herein, any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by the Representative, and except during Step 1(a), when an employee is not represented by the Representative, the Representative shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the Representative in which case the Representative may not be present at any stage of this procedure. However, in the event the Representative is not present after final determination at Step 2, if such final determination is made, the Representative will promptly receive a copy of the employee's written grievance and a copy of the final determination thereof.

Section 5. Each grievance shall be subject to a separate and individual arbitration, provided that required grievance

procedures in Sections One (1) and Four (4) have been complied with.

Section 6. Arbitration

(a) The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

(b) The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

(c) The arbitrator's decision shall be binding on all parties.

(d) The costs for the services of the arbitrator shall be born equally by the Borough and the Union. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same..

(e) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto.

ARTICLE 4

SALARIES

Section 1. Effective retroactively to January 1, 1985, and

continuing through to December 31, 1986, the salary schedule for employees shall be as set forth in Schedule A, which is attached hereto and made a part hereof.

Section 2. Longevity pay and vacations shall be calculated on the basis of date of employee's most recent appointment.

ARTICLE 5

CLOTHING ALLOWANCE

Section 1. Each employee shall receive an annual clothing and maintenance allowance of \$125.00 for calendar year 1985 and 1986, for the purchase of work clothes and work shoes. Employees shall make purchases in compliance with the Borough's purchasing regulations and, in no event, shall the Employee receive a cash payment for same.

Section 2. The Borough shall receive credit for any payment of clothing allowance made during 1985 prior to the signing of this agreement against the 1985 clothing allowance obligation provided for herein.

Section 3. All employees shall provide for their own replacement of work clothing and work shoes as it becomes worn out or as needed.

Section 4. If an employee is terminated or resigns, his clothing allowance shall be pro rated.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1. Employees shall be scheduled to work as in the

past.

Section 2. All overtime for hourly employees shall be as follows: All work in excess of eight (8) consecutive hours per day or in excess of forty (40) hours per week shall be paid in wages at time and one-half (1 1/2) rates. Employees hired at a daily rate shall be entitled to overtime when they finish their normal daily work assignment.

Section 3. Overtime shall be offered on a rotating basis, giving preference to seniority and provided the employee is qualified to perform the function required. Refusal to work overtime shall result in the refusing employee's name being moved to the bottom of the overtime list in the same manner as if the employee had worked overtime on the occasion refused. The work week shall commence on Monday and end on Sunday. Work performed on December 25th or Thanksgiving shall be compensated at double time.

Section 4. An overtime list shall be posted in the garage of Department of Public Works.

Section 5. In the event of recall to duty, an employe shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 1/2) rates.

Section 6. Nothing contained herein shall require the payment of any compensation to any employee covered under this agreement for time spent in attending any proceeding pertaining to discipline or discharge or with respect to any grievance or other administration of this Agreement unless off-duty attendance of any

such employee is required by virtue of subpoena issued by the Borough in which event the Employee shall be paid time and one-half (1 1/2) rate for time actually spent at such proceeding.

ARTICLE 7

SAFETY

Section 1. Any employee who discovers unsafe equipment or an unsafe procedure shall immediately report this condition orally and subsequently in writing to the Superintendent. Unless the unsafe condition is life threatening or likely to cause bodily harm, or further harm to equipment, the employee shall not refuse to obey an order of his superior to continue to operate said equipment. Employees shall not be required to trim trees from a Payloader. Employees trimming trees shall be required to wear hard hats. Nothing in this article shall be interpreted to prevent filing of a grievance pursuant to the procedure set forth herein for safety reasons.

ARTICLE 8

HOLIDAYS AND VACATIONS

Section 1. Holidays: Sanitation personnel shall receive the following holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 5. Labor Day |
| 2. Martin Luther King Day | 6. Thanksgiving Day |
| 3. Memorial Day | 7. Christmas Day |
| 4.. July 4th | |

All other employees of the Department of Public Works

shall receive the following paid holidays:

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

Section 2. Vacations: Each employee who shall have been employed for a period of time as hereinafter set forth, shall be allowed the vacation period with pay set forth beside the length of service with the length of service being determined on anniversary dates of the most recent date of employment; however, not more than two employees shall be on vacation between October 1st and December 1st.

- | | | |
|---|-------|-----------|
| (1) Date of employment, but less than
six months | | -0- weeks |
| (2) Six months thru one year | One | -1- week |
| (3) One year thru seven years | Two | -2- weeks |
| (4) Eight years thru fourteen years | Three | -3- weeks |
| (5) Fifteen years thru nineteen years | Four | -4- weeks |
| (6) Twenty years and over | Five | -5- weeks |

Section 3. Except as otherwise provided for herein, the provisions of Chapter 37 of the Code of the Borough of Kenilworth entitled "Personnel Policies" shall apply.

Section 4. Employees qualified for vacation under the terms of this agreement who quit or are terminated from service with the Borough for any reason, shall receive pro rata vacation pay calculated to date of termination. Employee shall be required to reimburse the Borough for any vacation pay received in excess of their pro rata vacation entitlement, payment of which may be deducted from the employee's last pay check.

ARTICLE 9

SICK LEAVE

Section 1. Nine (9) sick days shall be allowed in any one calendar year and any allowance for sick days not so used for actual sickness shall be added to the vacation period of the next year, but not thereafter.

Section 2. Any employee absent more than two (2) consecutive days shall bring a doctor's certificate prior to returning to work.

Section 3. One (1) Personal Day off per calendar year shall be granted.

Section 4. Any employee who is absent from work due to illness shall notify his supervisor prior to the employee's scheduled time for commencement of work. Failure to notify the employee's supervisor in a timely manner as set forth above, shall result in the employee being marked "Absent without leave" which shall result in the loss of pay for that day and may result in disciplinary action.

If after sixty (60) days, employee has not received acknowledgment from Insurance Carrier, a letter signed by the Borough Clerk and employee should be sent to the Carrier requesting date of insurance. No insurance is in force until the effective date is made known by the Insurance Carrier.

The booklets New Jersey State Health Benefits Program and How to present a Major Medical Claim are available in the Clerk's office to provide additional information. Claim forms are available from and must be signed by the Borough Clerk.

Section 2. Dental Benefits: The Borough agrees to continue the same or a comparable program to that provided in the Police Contract starting in 1985 which provides employees and family members as defined in the program with the dental program having an annual maximum benefit of \$800.00 per participant and a deductible of \$50.00, the cost of this plan being borne entirely by the Borough.

Section 3. Drug Prescription Benefits: The Borough agrees to provide a program comparable to the Drug Prescription Plan provided in the Police Contract. Said Plan is to start in 1985.

Section 4. Sickness Benefits: The Borough agrees to provide a sickness coverage insurance program which provides monthly payments based on the Plan accepted by the employees as set forth in Schedule B. The employee and the Borough shall each pay one-half (1/2) of the costs of such insurance.

ARTICLE 11

REPRESENTATION FEE

Section 1. If an employee in the bargaining unit is not a member of the Representative during the term of this agreement and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the Representative during such term or period. The representation fee shall be 75% of the amount of the regular membership dues, initiation fees and assessments charged by the Representative to its own members.

The Borough shall submit an up to date list of all employees in the unit to the Representative at least once every three months. The Representative shall submit to the employer a list of those employees in the unit who are not members of the Representative. The Borough shall deduct from the salary of such employee in accordance with Section 3 below, the full amount of the Representation fee and shall transmit promptly the amount so deducted to the Representative. The Representative shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

Section 2. The Borough shall deduct a representation fee in equal installments as nearly as possible from the pay checks paid to each employee on the aforesaid list during the membership period fixed by the Representative. The deduction will begin with the first

pay check paid ten days after the receipt of the aforesaid list by the employer or thirty days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Borough in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Representative will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Representative by payroll deduction.

Section 3. Probationary personnel, part time and seasonal employees are exempt from paying.

ARTICLE 12

FUNERAL LEAVE

A full-time employee may be granted, upon the approval of the Superintendent, time off with pay, not to exceed three (3) days, in the event of a death in the immediate family. The term "immediate family" shall include father, mother, wife, husband, brother, sister, son, daughter, mother-in-law or father-in-law of employee.

One day leave shall be granted in the event of death of grandparent, sister-in-law or brother-in-law.

ARTICLE 13

LONGEVITY

Section 1. The Borough recognizes year of faithful service by granting employees a longevity increment in accordance with the following schedule:

<u>Years of Service</u>	
After 5 years	2%
After 10 years	4%
After 15 years	6%
After 20 years	8%
After 25 years	10%

Section 2. Longevity pay is computed from the date of employee's appointment by the Borough and is calculated on base pay without regards to overtime and is adjusted at the time of the first pay period after the anniversary date.

ARTICLE 14

SENIORITY

Section 1. Seniority shall be determined by the employee's most recent date of appointment. For purposes of this Agreement, if the employment status of an employee covered hereunder is terminated, and he or she is subsequently rehired, the rehire date shall be the "most recent date of appointment". Employment status of an employee covered hereunder shall not be terminated when such employee is on layoff with recall rights, and employees on layoff with recall rights shall retain seniority earned prior to layoff but shall not earn or accrue additional seniority during the

period of layoff.

Section 2. Seniority shall govern with respect to days off and vacations and shall be afforded priority of selection as to days off and vacations in order of seniority.

Section 3. Seniority shall also govern with regard to reductions in personnel and employees shall be laid off in reverse order of seniority. When laid off employees are recalled, those last laid off shall be the first recalled and this procedure shall be followed progressively until the Borough has exhausted this list of employees on lay off with recall rights. This recall list shall be used for one year from the date of lay off.

Section 4. An employee shall lose all seniority and shall have his employment with the Borough considered terminated for the following reasons:

- (a) Discharge for cause;
- (b) Voluntary quit;
- (c) Absence from work for two (2) consecutive work days without permission or without properly notifying the Borough;
- (d) Failure to notify Borough of intent to return to work upon recall from layoff within five (5) calendar days after delivery of telegram or letter, certified mail, to employee's last known address notifying the employee to report to work, and failure to report to work within five (5) calendar days after notification to the Borough of intent to return to work.

Section 5. All new employees shall be on probation for a

period of six months and shall not be entitled to the benefit of the grievance procedure.

ARTICLE 15

TERMINAL LEAVE

Section 1. The Borough shall continue its policy which was instituted on January 1, 1979, that all employees retiring and qualifying for pensions under State law by reason of length of service or service connected disability shall receive the time off with pay prior to the date of retirement in accordance with the following formula:

1.5 working days for each year of service if the employee retires with less than twenty five (25) years of service and two (2) working days for each year of service if the employee retires after twenty-five years of service.

ARTICLE 16

NOTICES

The Borough recognizes the need of the Union to communicate with its members and the Union recognizes that the Borough must exercise control over its structures.

The Union shall have the right to post notices concerning Union business within the Public Works Building subject to the following conditions:

Said notices shall not exceed 9 1/2" by 11".

Shall be temporarily affixed.

Shall be removed when unsightly or when notice has expired.

Further, that said notice shall not endorse or show disfavor of any political party or candidate for public office. The Union shall be notified of any violations, by certified mail, upon the third violation of this clause, the Union shall forfeit its right to post notices.

ARTICLE 17

EMPLOYEE SAFETY

The Borough agrees to provide, when necessary, the employees with the following safety equipment, at the Borough's sole cost and expense:

- A. First aid kit.
- B. Goggles and safety glasses.
- C. Safety vests (aluminized).
- D. Fire extinguishers (required by law).
- E. Barricades with flashing lights (required by law).
- F. Dome lights on trucks.
- G. Flashing lights.
- H. "Men working" signs which will be illuminated at night.
- I. Lights on the Roto-Rooter.
- J. All other safety features as required by law.
- K. Hard hats.

Failure to use proper safety equipment will result in disciplinary action by the Superintendent.

ARTICLE 18

RIGHTS AND PRIVILEGES OF THE UNION

The designated shop steward shall be allowed time off from his normal employment duties, without loss of pay, during the time actually spent in presenting grievances, should it be necessary to present said grievance during normal work hours; however, such activities shall not interfere with or interrupt normal operations of the Borough.

ARTICLE 19

RETENTION OF BENEFITS

Section 1. Except as otherwise provided, all benefits which employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Borough during the term of this Agreement. In order for a "benefit" to be enforceable hereunder it must have been officially granted by the Governing Body and it must be one which meets the following criteria: (a) the benefit asserted must be clearly defined; (b) the benefit must have been in existence for a reasonable period of time; (c) the benefit must have been consistently applied; and (d) the benefit must have been mutually accepted by both parties as the normal response for the circumstance involved.

Section 2. Proposed new rules or modifications of existing rules, whether written or unwritten which are mandatory

subjects of negotiations shall be negotiated with the Public Works Department prior to being made effective. If the parties fail to reach agreement on such proposed new or modified rule, the Borough may implement such new or modified rule, subject to the right of the Public Works Department to grieve such new or modified rule to the extent that it adversely impacts on any term or condition expressly set forth in this Agreement.

Section 3. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE 20

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow down, walk out or other job action against the Borough.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

C. The employer will not lock out employees during the term

of this Agreement.

ARTICLE 21

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1985, and until December 31, 1986. Collective negotiations on the terms of a new Agreement shall follow the calendar and time table set forth in accordance with the rules and regulations of the Public Employment Relations Commission.

This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein, until the parties have mutually agreed upon a new Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

UNION COUNCIL NO. 8, NEW JERSEY
CIVIL SERVICE ASSOCIATION

BOROUGH OF KENILWORTH
UNION COUNTY, NEW JERSEY

BY *Alga Sackevich*
PRESIDENT

BY *Puro Mancano*
MAYOR

WITNESS

Margaret Adler
BOROUGH CLERK

DATE:

DATE:

ARTICLE 22

DURATION

This Agreement shall become effective on January 1, 1985, and shall terminate at midnight on December 31, 1986. Negotiations for the 1987 collective bargaining agreement shall commence in accordance with the rules and regulations of the Public Employment Relations Commission in effect at the time.

BOROUGH OF KENILWORTH

ATTEST:

Margaret Adler
CLERK

BY

Puro Mancino
MAYOR

UNION COUNCIL NO. 8 N.J.C.S.A.

ATTEST:

Elizabeth Kern

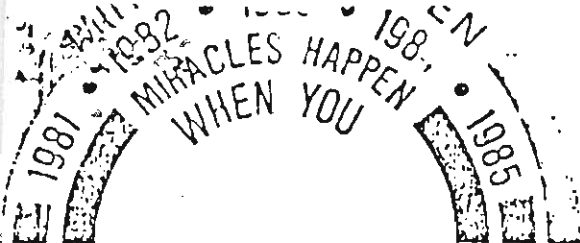
BY

Olyn Sclenski, President
8/5/85

SCHEDULE A

SALARIES

	<u>1985</u>	<u>1986</u>
Public Works Foreman	7.00 to 10.32/hr	7.52 to 11.09/hr
Public Works Truck Driver	5.40 to 9.61/hr	5.80 to 10.33/hr
Public Works Mechanic	12.50 hr.	12.50 hr.
Public Works Driver-		
Laborer	4.60 to 8.27/hr	4.95 to 8.89/hr
Public Works Laborer	4.16 to 7.60/hr	4.47 to 8.21/hr
Sanitation Dept. Laborer	38.34 to 59.88/dy	41.22 to 64.37/dy
Sanitation Dept. Driver/		
Laborer	41.58 to 66.40/dy	44.70 to 71.38 dy



SCHEDULE B

“GO FOR IT”

ANY SICKNESS

The following are eligible for our Sickness Coverage = \$199.00 per year;

men

- | | |
|-------------------------------|----------------|
| Willie Jones | Edward Jones |
| Michael Glasco <i>← fired</i> | Rafael Ayala |
| Frank Plummer | Alan Wood |
| Gary Thiele | William Morgan |
| Douglas Voorhees | Abe Turner |

- \$300.00 a month home First Day Sickness
- \$200.00 a month home Partial Disability
- \$900.00 per month in the Hospital

The total cost for the above coverage will be \$1.48 per week for each employees portion. (40%)

The following are eligible for our Sickness Coverage = \$189.00 per year;

men

- | | |
|-----------------|-------------------------------|
| Genaro Somma | James Jackson |
| George Milbauer | Alex Kuriawa <i>← retired</i> |
| Louis Jood | |

- \$150.00 a month home First Day Sickness
- \$100.00 a month Partial Disability
- \$450.00 per month in the Hospital

The total cost for the above coverage will be \$1.45 per week for each employees portion. (40%)

COMBINED INSURANCE CO OF AMERICA

LARRY ERHARD
233 8407