

AGREEMENT

BETWEEN

THE TOWNSHIP OF SADDLE BROOK

AND

**NJELU LOCAL NO. 1
(BLUE COLLAR EMPLOYEES)**

JANUARY 1, 1999 through DECEMBER 31, 2002

LAW OFFICES:

**WEISSMAN & MINTZ
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ARTICLE I - RECOGNITION

The Township recognizes the Union as the exclusive bargaining agent for the employees of the Department of Public Works excepting white-collar workers, supervisors and professional, managerial and confidential employees.

ARTICLE II - MAINTENANCE OF EXISTING BENEFITS AND RIGHTS

A. Management

The right to manage the affairs of the Township and to direct the working forces and operations of the Township, subject only to the limitations of this Agreement and applicable State law, is vested in and retained by the Township.

B. Employees

Except as expressly otherwise provided herein, all rights, privileges and benefits which employees of the Township blue collar workers have heretofore enjoyed and are presently enjoying as a result of Township practices, ordinances, resolutions or policies or pursuant to any State statute as of the date of execution of this Agreement shall be maintained and continued by the Township during the term of this Agreement. All employees shall retain all civil rights guaranteed them under Federal law, and under the laws of the State of New Jersey. It is understood and agreed that residency within the Township of Saddle Brook is not a requirement for maintaining a position of employment covered by this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Suspensions, Demotions, Removals

In any case where a permanent employee in the classified service as defined in the N.J. State Department of Personnel Rules and Regulations is issued a preliminary notice of disciplinary action involving (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor shall conduct a hearing on the matter. The procedures set forth in the N.J. State Department of Personnel Rules and regulations shall be binding.

B. Grievance Procedure

The term "grievance" includes any difference, dispute, or controversy between the Township and the Union, individual employee, or group of employees covered by this Agreement, with respect to the interpretation, application, or violation of any of the provisions of this Agreement, and with respect to terms and conditions of employment.

The term "Union Grievance Committee" hereinafter referred to as "Committee" shall include any organization, agency or person authorized or designated by the Union to act on its behalf and represent the Union for the purpose of resolving grievances. The Committee shall consist of those persons designated by the Union.

The purpose of this Article is to provide for expeditious and mutually satisfactory settlement of grievances arising under this Agreement. All step-by-step procedures herein provided shall be strictly adhered to by the employees and the Township. An Agreement reached by the Township and the Union in any individual case regarding the extension to time

limits shall be written and signed by the Township and the Union.

1. In the event of grievance, within five (5) working days of the occurrence of the event being grieved, the grievant shall discuss the grievance informally with the Committee. If the grievance cannot be resolved by the Committee, the Committee shall request the grieved employee to reduce the grievance to writing.

2. The Committee shall, after having received the grievance in writing, within fifteen (15) working days present the grievance to the Department Head. The Department Head shall render a written decision within five (5) working days after the grievance has been presented to him.

3. In the event that the grievant is dissatisfied with the decision of the Department Head, the Committee shall within ten (10) working days of the decision present a written appeal to the Mayor. Such presentation shall contain copies of all previous correspondence relating to the matter in grievance. The Mayor may give the Committee and the grievant an opportunity to be heard informally before his decision is rendered. The Mayor shall render a written decision within ten (10) working days of receipt of the appeal.

4. In the event that a grievant is not satisfied with the decision of the Mayor, then within five (5) working days of the receipt of the decision, the Committee shall have the option of either abandoning the grievance or referring the grievance to the Public Employment Relations Commission for the selection of an arbitrator. The expense of such arbitration shall be borne equally by the Township and the Union. The decision of the arbitrator shall be final and binding upon the parties.

The time limits expressed herein shall be strictly adhered to and in the event that a

grievance is not processed to the next succeeding step as outlined, then the disposition of said grievance at the last preceding step shall be deemed to be conclusive.

In the event that the Township fails to adhere to the time limits expressed herein, then the Association shall have the right to proceed to the next succeeding step.

5. The arbitrator shall be limited to deciding disputes which arises out of the terms of this Agreement and shall decide only questions which concern the interpretation, application, or enforcement of the Agreement. The arbitrator shall have no authority to add to, subtract from or otherwise modify or amend this Agreement.

ARTICLE IV - WORK WEEK

A. The normal work week for full-time employees shall be Monday through Friday consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week. The work day shall be from 7:00 a.m. to 3:30 p.m. with a one-half hour unpaid lunch period.

B. All work performed in excess of the specified hours in any work day or any work week shall be paid at the overtime rate of one and one-half the regular straight time rate.

C. All work performed on a Saturday shall be paid at the rate of time and one-half the regular straight time rate. All work performed on a Sunday or holiday shall be paid at the rate of double regular straight time rate.

D. When an employee is called back to duty after 3:30 p.m. or on a Saturday, Sunday, or holiday, he shall be entitled to a minimum payment of two (2) hours, or the actual amount of time worked, whichever is greater. Call back time shall be paid at the rate of one and one-half times the regular straight time rate when an employee is called back to duty on a Saturday. Call back time shall be paid at the rate of double the regular straight time rate when an employee is called back on a Sunday or holiday.

E. In the event that an employee is requested to work in excess of eight (8) hours in any given day, after the first two (2) hours in excess thereof, the employee shall be entitled to a one-half hour paid meal period; thereafter, the employee shall be entitled to an additional one-half hour paid meal period at the completion of each additional four (4) hours of work. The Township shall not be required to supply or pay for any food or beverage consumed by the employee during these meal period.

F. On Saturdays, Sundays, and holidays, the Township shall have the right to

designate one employee for stand-by duty for each day. An employee on stand-by duty shall be equipped with an automatic signaling device. An employee on stand-by duty who is not called back shall be entitled to compensatory time off to be awarded at a future date to be determined by the Department Head. An employee on stand-by duty who is called back on a Saturday, shall be paid at the rate of time and one-half the regular straight time rate in accordance with Paragraph D of this Article. An employee on stand by duty who is called back on a Sunday or holiday shall be paid at double the regular straight time rate in accordance with Paragraph D of this Article.

G. Where in the event of excessive snow fall, ice or other weather conditions, an employee is required to work in excess of twelve (12) hours during a twenty-four (24) hour period, said employee shall be entitled to compensatory time off for hours worked in excess of twelve (12) hours within such twenty-four (24) hour period at a straight time basis to be awarded at a future time determined by the Department Head, in addition to any other benefits to which the employee may be entitled. No employee shall work more than twelve (12) hours straight without a four (4) hour break except when, in the discretion of the Department Head, circumstances dictate otherwise.

H. Call back and stand by duty under this article shall be assigned by seniority and shall be rotated among all bargaining unit members. In the event that the employee at the top of the list is not available or interested in the duty, the next senior employee shall be offered the duty, and the most senior employee shall remain at the top of the list. In the event that the call back or stand by duty requires a worker with a CDL license, the Township may offer the duty to the employee nearest to the top of the list with a CDL license. In such case, the non-CDL

holder(s) will remain at the top of the list for the next call back or stand by duty appointment.

ARTICLE V - HOLIDAYS

A. All full-time employees shall be entitled to receive wages based on one full day's pay for each of the following holidays:

- | | |
|-----------------------|------------------------------------|
| New Year's Day | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | General Election Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | The day following Thanksgiving day |
| Independence Day | Christmas Day |
| Labor Day | Christmas Eve |

If any of the above holidays fall on a Saturday or Sunday, the following shall be adhered to:

- (1) If the holiday falls on a Saturday, the same shall be celebrated on the preceding day, namely, Friday;
- (2) If the holiday falls on Sunday, the same shall be celebrated on the following day, namely, Monday.

B. When an employee works on any of the above holidays, or if a holiday falls within the employees vacation period, he or she is to be credited with one (1) full day of time off to be awarded at a future date to be determined by the Department Head.

ARTICLE VI - VACATION LEAVE

Employees shall be granted annual vacation leave, with pay, in and for each calendar year of employment as provided herein below:

(1) <u>LENGTH OF EMPLOYMENT</u>	<u>WORKING DAYS</u>
Under 1 year	1 working day per month
1 year to 5 years inclusive	14 working days per year
6 year to 10 years inclusive	17 working days per year
11 year to 15 years inclusive	20 working days per year
16 year to 20 years inclusive	23 working days per year
21 year to 25 years inclusive	26 working days per year
26 years and over	29 working days per year

Employees shall be able to carry over up to ten working days of accrued vacation days into each succeeding calendar year, the usage of which shall be subject to the approval of the employees supervisor.

When leave for vacation, or any part thereof, is not utilized in a calendar year by reason of pressure of business, such leave for vacation, or part thereof, not granted shall accumulate and shall be granted during the next succeeding year only. An employee shall be allowed to carry forward into the succeeding year without authorization, not more than ten (10) vacation days. These carried forward days must be the first used in the succeeding year. If said days are not used, except if prohibited by the Township due to pressure of business, the days will be lost. Additionally, any days in excess of the ten days and not used shall be lost.

ARTICLE VII - HOSPITALIZATION AND INSURANCE BENEFITS

A. Insurance Coverage: All full-time employees and their dependents continue to be covered by the same group insurance benefits including, but not limited to health, medical, dental, vision, life, accidental death and disability policies as are in force on the date of the execution of this Agreement. These group policies include hospitalization and Major Medical with Rider "J" (365 day coverage/\$1,000,000.00 coverage), Harleysville Life Insurance (\$25,000.00 life, 15,000.00 accidental death benefit); Dental coverage (\$2,000.00 with \$2,000.00 orthodonture coverage), and \$1.00 co-pay prescription plan with P.S.C. Inc. The life and accidental death policy covers only the employee. The Township shall pay the entire referenced herein cost of the premiums for the insurance coverage.

The Township will provide at its expense Workers' Compensation Insurance coverage as is mandated by state statute.

If for any reason a carrier should cancel any of the hospitalization and insurance coverage provided, the Township shall make a good faith effort to immediately obtain similar coverage from another carrier.

The Township will seek to improve dental, vision and health benefits effective March 1, 1999. Deductibles for recent members will increase to \$100 effective March 1, 1999.

B. Retired Employees: (after twenty-five (25) years of service only).

The Township agrees to continue its practice of providing certain benefits for retired employees and their dependents as stated herein below:

WHEREAS, Chapter 21. P.L. 1971 approved February 1, 1972 (amendment R.S. 40:11-15 and 40:1-16), provides that under such rules as may be adopted by the governing body,

employees retiring from public service after twenty-five (25) years of employment may continue in group health and medical programs together with their dependents without reimbursement to the former employer, and

WHEREAS, it appears to be to the best interest of the Township of Saddle Brook to grant this benefit to former employees who have served honorably and faithfully for a period of twenty-five (25) years or more, and

NOW, THEREFORE, Be it Resolved, by Council of the Township of Saddle Brook, County of Bergen, State of New Jersey that employees retiring from public service of the Township of Saddle Brook after twenty-five (25) years or more be continued in group health and medical programs, together with their dependents without reimbursement to the Township, effective April 1, 1972.

ARTICLE VIII - SICK LEAVE

A. The provisions of Township Ordinance No. 746 adopted by the Township of Saddle Brook, Mayor and Council on March 10, 1977, are incorporated herein by reference and made a part of this Agreement.

The parties acknowledge that the employees are covered by the provisions of the New Jersey State Department of Personnel. Sick leave benefits received by the employees shall not be less than the benefits received by the employees shall not be less than the benefits mandated by the statutes and rules and regulations.

B. **ORDINANCE NO. 746 - AN ORDINANCE TO ESTABLISH SICK LEAVE RULES AND REGULATIONS FOR FULL TIME EMPLOYEES OF THE TOWNSHIP OF SADDLE BROOK PRIOR TO JANUARY 1, 1966, AND TO PROVIDE THAT THE SICK LEAVE PROVISIONS ESTABLISHED BY THE NEW JERSEY STATE DEPARTMENT OF PERSONNEL SHALL BE APPLICABLE AND SHOULD INCLUDE FULL TIME MEMBERS OF THE DEPARTMENT OF PUBLIC WORKS.**

WHEREAS, it appears that no formal, uniform sick leave rules and regulations had been established or enacted by the Township of Saddle Brook for the benefit of full time employees prior to January 1, 1966, the date when the New Jersey Department of Personnel rules and regulations become applicable in the Township of Saddle Brook, and

WHEREAS, the Township Council of the Township of Saddle Brook is of the opinion that the public interest and the interest of the full time employees would be better served by formally adopting rules and regulations applicable to sick leave benefits for all full time employees as herein defined for those years prior to January 1, 1966;

NOW, THEREFORE, BE IT ORDAINED by the Township council of the Township of Saddle Brook, Bergen County, New Jersey, as follows:

Section 1. - All full time employees, mainly employees who had worked forty (40) hours per week or more, are hereby granted one (1) working day of sick leave of each month of employment during the first calendar year after initial employment. Thereafter, each full time employee is hereby granted fifteen (15) working days of sick leave time for each calendar year.

Section 2. - Sick leave benefits described above shall not accrue to part time or seasonal employees.

Section 3. - Sick leave benefits shall be deemed to have accumulated from year to year prior to January 1, 1966, less the actual sick days taken or utilized by the employee due to illness and in accordance with Title 11:24A-3.

Section 4. - Any employee claiming unused sick leave benefits prior to January 1, 1966, shall be required to submit to the Township Administrator and the Township council a verified statement setting forth the employee's initial employment date, the year or years during which the employee was a full time municipal employee and the day or days that the employee acknowledges were utilized by the employee as sick days chargeable to sick leave benefits, and upon receipt of said claim for unused benefits and the verification as required herein the Administrator shall verify to the fullest extent possible the statements contained in the employee's statement of verification and the Administrator shall certify to the Township Council the results of his findings with respect to the employee. The Township Council may conduct a further review and investigation and upon completion of said review and investigation the Township Council shall by an appropriate resolution notify the employee of the amount of

unused sick leave benefits that the Council has determined is actually due and owing to said employee.

Section 5. - The provisions of this ordinance shall relate solely to time periods prior to January 1, 1966 and State Department of Personnel rules and regulations and any other ordinances or regulations of the Township of Saddle Brook shall govern sick leave benefits subsequent to January 1966.

Section 6. - All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 7. - This ordinance shall take effect immediately upon passage and publication as provided by law.

C. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for five (5) or more consecutive working days, upon request by the Township, 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 contagious disease, a certificate from the Department of Health shall be required before return to employment if requested by the Township. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township by a physician designated by the Township. 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.

D. The Employer agrees to provide and sponsor a disability program, enrollment in which shall be at the option of the employee. The employee shall in his/her discretion select coverage of his/her own choosing in the plan. The Employer shall reimburse the employee up to \$200.00 per annum attributable to the premium cost of the selected coverage. Payment shall be made by the Employer in December of each calendar year. Pro rata payment shall be provided in the event the employee is enrolled for a portion of the year. To receive this benefit, the employee must be enrolled in the Township sponsored plan and not enrolled in any other plan selected by the employee.

ARTICLE IX - WORK RELATED INJURIES AND ILLNESS

The Township shall make payment of his or her full salary to any employee who is absent for a work-related injury which is covered by "Worker's Compensation" and which injury prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Township any payments made to him or her for temporary disability under the Worker's Compensation Laws of the State of New Jersey. Such payments of his or her full salary during such absence will continue only during the time the employee qualifies for and is paid temporary disability under the Worker's Compensation law of the State of New Jersey.

ARTICLE X - PERSONAL LEAVE

In addition to any other leave provided for in this agreement, each full time employee shall be entitled to four (4) personal days off with pay per calendar year. Personal days may be taken at the convenience of the employee subject to advance notice to the Department Head. Unused personal days shall not accumulate from year to year.

ARTICLE XI - SALARIES AND COMPENSATION

A. The hourly rates schedule for employees covered by this Agreement is as follows:

	1/1/99	1/1/2000	1/1/2001	1/1/2002
Over 3 years of service	\$25.97	\$26.49	\$27.02	\$27.56

These rates reflect 2% across the board raise effective 1/1/99, 2% across the board raise effective 1/1/2000, 2% across the board raise effective 1/1/2001, 2% across the board raise effective 1/1/2002.

Effective 1/1/99 new employees will be paid on the following schedule:

Years of Service	1/1/99	1/1/2000	1/1/2001	1/1/2002
5	42,700	43,550	44,425	45,300
4	38,820	39,592	40,387	41,184
3	34,940	35,634	36,349	37,068
2	31,060	31,676	32,311	32,952
1	27,100	27,718	28,273	28,836
Less than 1 year	25,000	25,000	25,000	25,000

In addition, the Truck Driver title shall be created, using specifications to be provided by the New Jersey Department of Personnel. All CDL holders will be promoted to the new title effective January 1, 1999, and the position shall pay 25 cents an hour more than the Laborer/Repairer for commensurate years of experience.

*NO BOD
HUBED
AFTER 1999*

ARTICLE XII - LONGEVITY PAYMENTS

A. Employees covered by this Agreement shall receive a longevity payment based upon the number of years of completed service as a Township employee (regardless of job title). The manner of computing the longevity payment shall be to multiply the base annual salary times the applicable percentage set forth below:

7. Article XII:	Over 3 years	1%
	Over 5 years	2%
	Over 7 years	3%
	Over 9 years	4%
	Over 11 years	5%
	Over 13 years	6%
	Over 15 years	7%
	Over 17 years	8%
	Over 19 years	9%
	Over 21 years	10%
	Over 23 years	11%
	Over 25 years	12%
	Over 27 years	13%
	Over 29 years	14%
	Over 31 years	15%

The number of years of completed service shall be measured from the date of hire and each anniversary of the date of hire shall be considered a complete year of service.

All employees hired on or after January 1, 1999 will not be eligible for longevity.

ARTICLE XIII - CLOTHING ALLOWANCE

A. Each employee shall be entitled to an annual clothing allowance covering those items not provided by the Township such as work shoes, etc., in the amount of \$425.00 in 1999, \$425.00 in 2000, \$450 in 2001 and \$475 in 2002.

This is payable on the first pay day that occurs after Thanksgiving of each year and will be paid at the appropriate rate to only those employees who were employed on or before January 15 of that year.

Employees starting after January 15, who are still on the payroll as of the due date, shall receive a pro-rata share of the appropriate rate based on months worked. The first month will be that in which the employee has been on the payroll for at least two full weeks and the last month shall be December (not yet worked).

B. The Township shall supply all unit employees with six (6) uniform T-shirts per year which may be worn by employees as part of their uniform.

C. The Township shall supply all unit employees with a winter coat (Parka), gloves and hats. It is understood and agreed these items will be the same as or substantially similar to those provided to the Fire Department employees.

D. All unit employees shall be clothed in Township uniform clothing during the

regularly scheduled work hours. All unit employees shall wear work shoes during work hours.

E. All employees covered by this Agreement who are required by the Township of Saddle Brook to obtain a C.D.L. authorization shall be reimbursed for such costs incurred in initially obtaining said license and any renewal fees incurred in maintaining said license, not to exceed \$35.00 in each instance (initial license and any renewal).

F. Shorts are an acceptable part of the uniform for the summer months.

ARTICLE XIV - BEREAVEMENT LEAVE

Upon the death of a father, mother, grandfather, grandmother, spouse, child, brother or sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, an employee, upon his request, shall have bereavement leave of three (3) days, with pay, from the date of death to and including the date of burial; except where unusual and extenuating circumstances prevail.

Upon the death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law or cousin, an employee upon his request shall have the right to time off, with pay, on the date of burial only.

Notwithstanding the provisions hereinabove, if the death or burial occur while the employee is on a regularly schedule day off, then the employee shall not be entitled to bereavement leave in place of the regular day off.

ARTICLE XV - LICENSES

All employees hired after the date of this Agreement employed by the Department of Public Works must possess a valid commercial drivers license (CDL). Same must be acquired within six (6) months from the date of employment.

ARTICLE XVI - SEPARABILITY

If any provision of this Agreement or any application in this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII - FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII - REPRESENTATION FEES

a. **Agency Shop:** The employer shall withhold from those employees who are not listed as members of the Union, but who are employed within the bargaining unit, a representation fee in lieu of dues equal to eighty-five (85%) percent of the total of uniform union dues charged by the union to its members. The Union represents to the employer that it has established a demand and return system and that it is in compliance with all requirements imposed on it pursuant to Laws 1979, Chapter 477, and the employer's obligation pursuant to this paragraph is contingent upon the Union's continued compliance with the aforesaid law.

The purpose of the representation fee in lieu of dues is to offset on a pro-rated basis the cost of services rendered by the Union to all employees as majority representative of the bargaining unit.

The employer disclaims any responsibility for the deductions of representation fee in lieu of dues after the same have been forwarded to the Union, and the Union agrees to indemnify and hold the employer harmless against any and all claims, demands, suits, or other action of whatsoever kind which may arise out of, or by reason of the deductions of representation fee in lieu of dues.

B. **Dues Deductions:** The Union shall present the Township with Union

membership cards individually signed by each member of the Union covered by this Agreement. The Township shall withhold from the regular salary payments to each Union member the applicable Union dues. At least once per month the Township shall forward all dues collected to the "NJELU No. 1, Rm. 105 E., Court Plaza South, 21 Main Street, Hackensack, New Jersey, 07601, Attention: Treasurer."

ARTICLE XIX - BENEFITS ON TERMINATION

Upon retirement, employees shall be entitled to receive retirement benefits in accordance with Articles I through VII of an Ordinance fixing the terms and conditions of retirement benefits for full time employees of the Township of Saddle Brook, a copy of which Ordinance and Schedule of Benefits is annexed hereto as Schedule A and is incorporated herein by reference as if fully set forth.

ARTICLE XX - TERM

A. This Agreement shall become effective as of January 1, 1999 and shall remain in full force and effect until midnight on December 31, 2002.

B. In the event the parties do not enter into a new Agreement on or before midnight December 31, 2002, then this Agreement shall continue in full force and effect until a new Agreement is executed.

C. Negotiations for a successor Agreement shall commence no later than October 1, 2002.

TOWNSHIP OF SADDLE BROOK

By: *Karen A. Chamberlain*

ATTEST: *Cetero L. Licio*

NJELU LOCAL NO. 1
(BLUE COLLAR)

By: *[Signature]*

By: _____

By: _____

ATTEST: *Cetero L. Licio*