

Contract no. 1406

F

A G R E E M E N T

BETWEEN

BOROUGH OF HAWTHORNE

PASSAIC COUNTY, NEW JERSEY

and

SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO

January 1, 1991 through December 31, 1993

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PREAMBLE

THIS AGREEMENT entered into this            day of            , 199 ,  
by and between the BOROUGH OF HAWTHORNE, in the County of Passaic,  
New Jersey, a municipal corporation of the State of New Jersey,  
(hereinafter called the "Borough"), and SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO, (hereinafter called the "Union"),  
represents the complete and final understanding on all bargainable  
issues between the Borough and the Union.

ARTICLE I

RECOGNITION

A. The Borough recognizes the Union as the sole and  
exclusive representative for the purposes of collective  
negotiations for all full-time blue collar employees employed by  
the Borough, but excluding all other employees, clerical employees,  
Policemen, managerial executives, professionals, craftsmen,  
confidential employees and supervisory employees within the meaning  
of the Act.

B. Whenever titles are used in this Agreement, they shall be  
defined to include the plural as well as the singular and to  
include males and females.

ARTICLE II

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct the Union monthly membership  
dues from the salaries of those employees covered by this Agreement  
who individually request in writing that such deductions be made.  
Such deductions shall be made in accordance with applicable state

statute. Said monies shall be transmitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the fifteenth (15th) day of each month of the succeeding month after the deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough Clerk written notice sixty (60) days prior to the effective date of said change, and shall furnish to the Borough Clerk new authorization from its membership showing the authorized deduction for each employee.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed form to the Borough Clerk. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough, if the conditions of the dues deduction cards have been met by the Borough.

D. In the event that a pay period is missed by an employee for any reason, except termination of employment, then such deduction shall be made from the next pay period worked and so remitted.

E. If there is any alteration in the list of names of persons from whom dues are deducted, whether said alteration is an increase or a decrease in the number or amount of the deduction, for any reason, the Union shall be notified by mail, at Service

Employees International Union, at 1416 Morris Avenue, Union, New Jersey 07083, of the name of the person and the reason for the said alteration.

ARTICLE IIA

AGENCY SHOP

A. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Union, shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other

conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon notification by the Union advising of such changed deductions.

### ARTICLE III

#### HOURS AND OVERTIME

A. The normal working week shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days a week.

B. The working day of the designated operator shall consist of eight (8) hours per day inclusive of one-half (1/2) hour per day lunch period. All other employees shall work eight (8) hours per day exclusive of one-half (1/2) hour lunch period.

C. Deleted.

D. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour day, seven (7) days per week

basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly through the year.

E. All work performed by employees in excess of eight (8) hours per day or forty (40) days per week shall be considered overtime. Employees working overtime will receive one and one-half times their regular rate of pay for all hours worked beyond forty (40) in a week or eight (8) in a day.

F. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested. An employee who declines an overtime opportunity or who is not available for the opportunity shall be charged with the opportunity just as though he/she had worked the overtime opportunity.

G. Whenever a pump house operator is required to work on a regularly scheduled holiday, he shall receive as compensation one (1) hour off for each hour worked plus one-half (1/2) hour straight-time pay for each such hour worked. All other employees (other than operators) working overtime will receive compensation at the rate of time and one-half (1 1/2) their regular straight-time pay for each such hour worked. Work on a holiday shall be compensated at the rate of time and one-half (1 1/2) the employee's regular straight-time pay for each such hour worked in addition to holiday pay.



H. Compensatory time earned under this Article shall be taken by the employee within sixty (60) days of earning such time. The scheduling of such time off will be arranged with the approval of the Director of Public Works. The aforementioned compensatory time may be taken beyond the sixty (60) day period if prior approval is received from the Director of Public Works. The maximum amount of compensatory time that may be accumulated is two hundred forty (240) hours.

I. In the event that an employee is recalled to duty during his regularly scheduled time off, he shall be granted four (4) hours' pay if there is no work or less than four (4) hours' work to be performed. If the call in assignment results in more than four (4) hours' work and up to eight (8) hours' work to be performed, pay shall be granted for all eight (8) hours. In the event that an employee is called to duty less than four (4) hours prior to the start of his regularly scheduled shift, pay shall be granted as follows:

Less than one (1) hour, one (1) hour pay;

Less than two (2) hours, but more than one (1) hour, two (2) hours' pay;

Less than three (3) hours, but more than two (2) hours, three (3) hours' pay;

Less than four (4) hours, but more than three (3) hours, four (4) hours' pay.

All call-in pay under this provision shall be granted at one and one-half times the employee's regular rate of pay.

J. There shall be no pyramiding of overtime.

K. Employees shall not be required to work more than sixteen (16) hours in a row unless mutually agreed to by the employee and the Director of Public Works or his designee. In no case will an employee be permitted to work more than twenty (20) consecutive hours.

Employees working sixteen (16) up to twenty (20) hours consecutively shall not return to work for at least eight (8) hours; however, if the required eight (8) hour layover after sixteen (16)/twenty (20) consecutive hours of work prevents an employee from working part or all of the employee's regularly scheduled shift, the employee will be paid for the unworked hours of the shift.

The Borough retains the right to determine that an employee has worked too many hours in a row or is otherwise not capable of fully performing his assigned duties. In such cases, the Borough may utilize the services of an independent contractor when no other unit employee are available to perform necessary work.

L. Sewerworkers on routine maintenance assignments on Saturday and/or Sunday shall be guaranteed a minimum of three (3) hours pay at one and one-half (1 1/2) times the regular straight-time rate of pay.

M. Employees in lower pay levels shall be paid at the appropriate rate when assigned to perform work in higher pay levels. Such pay shall be granted when an employee has worked four

(4) or more hours in any given week in the higher pay level. Assignments of less than one (1) hour will not be counted towards the four (4) hour minimum requirement.

N. In case of emergency call-in and for purposes of health and safety, the Borough will provide a pump house operator or police officer at the emergency site until a determination is made as to the need for call-in of appropriate assistance.

#### ARTICLE IV

##### MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all legal powers, legal authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

#### ARTICLE V

##### MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community and

that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Borough, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Borough to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. 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.

#### ARTICLE VI

##### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE VII

##### MODIFICATION OF AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties hereto.

#### ARTICLE VIII

##### GRIEVANCE PROCEDURE

###### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter

informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment, and may be raised by an individual, the Union on behalf of an individual or individuals, or the Borough. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided, however, that nothing contained herein shall deprive the employer or any employee of any legal rights.

C. Steps of the Grievance Procedure

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance-arbitration procedure; provided however, that nothing contained herein shall deprive the employer or any employee of any legal rights.

Step One:

(a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees of the Borough shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall

be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event of an alleged violation, misinterpretation or misapplication of this Agreement only, and in the event a satisfactory Agreement has not been reached at Step One, the employee and the Union shall, in writing, and signed, file his grievance with the Director of Public Works within five (5) days following the determination at Step One.

(b) A conference will be held with the Director of Public Works, or his designee, within five (5) days following the receipt of the grievance and a decision in writing will be rendered within ten (10) days following the conference.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within ten (10) days following the determination, the matter may be submitted to the Mayor or his designee by the employee and the Union.

(b) The Mayor, or in his absence his designee, shall review the matter and make a determination within twenty (20) days from the receipt of the grievance.

Step Four--Arbitration:

(a) If the grievance cannot be satisfactorily adjusted within ten (10) days at Step Three, the matter may be referred for final decision and determination to an impartial arbitrator by the

Union.

(b) Either party may refer the question to the New Jersey Board of Mediation under whose Rules an arbitrator shall be chosen. The arbitrator shall be bound and governed 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 this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(c) The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing.

(d) The decision of the arbitrator shall be final and binding upon the parties.

D. Grievance initiated by the Borough shall be filed directly with the Union within five (5) days of the occurrence of the grievance. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. A meeting shall be held within five (5) days after filing a grievance between representatives of the Borough and the Union, in an earnest effort to adjust the difference between the parties. In the event no such adjustments are satisfactorily made within ten (10) days



ays the right to implement all necessary provisions to insure the use and operation of all tools, equipment and work sites.

ion B. All Borough vehicles utilized by employees covered under Agreement will have proper tires and sufficient tread for appropriate season. The safety committee as a whole shall have the authority to request tire replacement where damage or wear has occurred.

or, ARTICLE XII

USE OF PRIVATE VEHICLES

Employees shall not be required to use their private vehicles for the performance of any duties on behalf of the Borough, with the exception of the meter-reader, who shall be reimbursed in accordance with existing practice.

and ARTICLE XIII

ing REST PERIODS

ies Employees shall be entitled to a fifteen (15) minute rest period between starting time and meal time and fifteen (15) minutes between meal time and regular quitting time, and shall be entitled to an additional rest period at the end of each two (2) hour and fifteen (45) minute overtime segment of time.

uty ARTICLE XIV

all BULLETIN BOARDS

ing The employer shall permit the Union the use of a bulletin board for the purpose of posting notices, communications or other information in connection with the Union and its activities. Such notices shall be initialed by a Union representative and shall not

be of an unreasonable nature.

ARTICLE XV

HOLIDAYS

A. Employees shall be allowed the following holidays with pay:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	One-half Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	

B. In addition, in the event the Mayor and Council declare a Borough-wide holiday for all Borough employees, the employees under this Agreement shall be granted additional compensatory time off.

C. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday. Holidays falling on a Sunday shall be celebrated on the following Monday.

D. Paragraph C above shall not apply to operators. Operators shall celebrate holidays on the actual date of occurrence.

E. Employees called in for emergency work on Christmas Eve shall receive only compensatory time off at the straight time rate for work performed up to the end of the normal eight (8) hour work

day and at the rate of time and one-half for work performed beyond the normal eight (8) hour work day.

ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay up to five (5) consecutive days, generally one of which shall include either the day of death or day of funeral, but in no event shall the leave begin more than ten (10) days after the date of death. The term immediate family shall include father, mother, brother, sister, husband, wife and child or any relative residing in the employee's household.

B. In the event of the death of an employee's grandparents, mother-in-law, father-in-law, sister-in-law or brother-in-law, the employee shall be granted time off without loss of pay up to three (3) consecutive days.

C. In certain situations, the Borough may, in its discretion, grant additional bereavement leave upon the request of the employee.

ARTICLE XVII

VACATIONS

A. Paid vacation leave shall be allowed each employee based upon years of continuous service according to the following schedule:

1. Less than one year                      one-half day's vacation for each month of service up to a maximum of 5 days

- |    |  |         |
|----|--|---------|
| 2. | During the second through fourth year of employment    | 10 days |
| 3. | During the fifth through 10th year of employment       | 15 days |
| 4. | During the eleventh year of employment                 | 16 days |
| 5. | During the twelfth year of employment                  | 17 days |
| 6. | During the thirteenth year of employment               | 18 days |
| 7. | During the fourteenth year of employment               | 19 days |
| 8. | During the fifteenth year of employment and thereafter | 20 days |

B. A year shall be computed on the anniversary date of the date of hire.

C. Previous to the commencement of an employee's vacation, payment for the vacation weeks shall be paid before the departure date of the employee, unless otherwise agreed upon.

D. All requests for earned vacation time off must be made as far in advance as possible and, at minimum, one (1) month. The granting of vacation time off will be consistent with past practice and in consideration of workload and/or seasonal demands.

ARTICLE XVIII

SHIFT DIFFERENTIAL

A shift differential of \$.20 an hour shall be paid for the second shift (3:00 p.m. to 11:00 p.m.) and a differential of \$.25 an hour shall be paid for the third shift (11:00 p.m. to 7:00

a.m.).

ARTICLE XIX

UNIFORMS

A. The Borough shall provide, in lieu of the furnishing of uniforms with laundry service, each employee with the following annually:

Five (5) pairs of work trousers;

Three (3) work shirts: employee's choice, summer or winter;

One (1) thermal hooded sweatshirt;

One (1) pair of safety shoes per employee, insulated or noninsulated, high or low cut, employee's choice. The Borough will allow for the choice of any make of shoe deemed suitable by the employee. Replacement earlier than one (1) year is permitted with the approval of the Director of Public Works and as dictated by work-related wear.

B. The Borough will replace jackets as needed.

C. All employees who are issued uniforms must wear the uniforms.

ARTICLE XX

STEP PLAN

A. Employees shall advance to the maximum classification for their position based upon years of service according to the following formula:

Class 3	0 through 2 years continuous service
Class 2	3 through 4 years continuous service

Class 1

At the beginning of the 5th year  
continuous service

B. The increment payable to an employee pursuant to Section A shall be payable upon and after his anniversary date as part of his base pay.

ARTICLE XXI

SALARY

A. Effective January 1, 1991, regular salaries shall be increased by 5%.

B. Effective January 1, 1992, regular salaries shall be increased by 6%.

C. Effective January 1, 1993, regular salaries shall be increased by 5 1/2%.

D. All employees shall be entitled to longevity pay computed upon base pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Compensation</u>
1 - 5 years	none
6 - 8 years	1% of base salary
9 - 10 years	2% of base salary
11 - 12 years	3% of base salary
13 - 14 years	4% of base salary
15 - 19 years	5% of base salary
20 and over	6% of base salary

ARTICLE XXII

JURY DUTY

A. When a full-time employee is summoned for jury duty, the Borough will grant such employee time off for jury duty and will pay the employee the difference between his jury duty pay and the employee's regular straight-time hourly rate for the regularly scheduled hours of work.

B. Night shift employees summoned to jury duty shall not be required to work the shift of the day preceding jury duty.

C. It is further agreed that:

1. Employees who are dismissed by the Court in such Jury cases must return to work to complete the balance of their regularly scheduled shift provided at least one-half (1/2) of their shift remains.

2. The employee must present satisfactory proof to the Borough of Jury service and the amount paid him for such service.

ARTICLE XXIII

POSTING OF VACANCIES

A. Employees covered by this Agreement, if qualified, shall be given an opportunity to apply for job openings covered under this Agreement.

B. Notice of vacancies shall be posted for a period of five (5) days for the purposes of bidding.

C. Seniority and ability will be considered as factors in the selection of the employee to fill such vacant positions before any new employee is hired.

D. Seniority shall commence upon the first day of hire in the Department of Public Works and shall cease upon termination of employment.

E. Seniority shall apply on a unit wide basis in all cases of layoff.

F. Deleted.

ARTICLE XXIV

HEALTH PLAN

A. The Borough agrees to continue the present health benefit plans at no cost to the employee in 1991. The Borough will continue its efforts to provide benefits at no cost to the employee for the term of this Agreement.

B. The Borough shall continue coverage of employees and their dependents for Hospital Surgical Rider "J", and Major Medical.

C. Upon receipt of notice of the deductible portion of the Hospital/Surgical coverage in Section B, the Borough shall pay to the employee and one (1) dependent annually the sum of \$50.00 (fifty dollars).

D. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

E. Every two (2) years the Borough shall pay up to Forty-five (\$45.00) Dollars towards an eye examination for an employee and dependents and up to One Hundred Twenty (\$120.00) Dollars for eyeglasses for an employee and dependents; one pair per year.

ARTICLE XXV



MISCELLANEOUS

The monthly car allowance for meter reader shall be One Hundred Fifteen (\$115.00) Dollars.

ARTICLE XXVI

SICK AND PERSONAL LEAVE

A. Employees who utilize sick leave may be required to submit to a medical examination by a physician selected by the Borough to verify the authenticity of the need for the sick leave. The cost of the examination shall be paid by the health insurance carrier and the Borough. Abuse of sick leave may subject an employee to discipline.

B. Whereas, there is no formal personal leave provision, the Director of Public Works has authority to grant personal leave time at his discretion. Such granting of leave shall not be deducted from eligible vacation days without employee's approval. Requests for personal days shall not be unreasonably denied, and the employee's attendance record will be considered when deciding whether or not personal days will be granted.

ARTICLE XXVII

TRAINEE PROGRAM

A. The Borough shall have the discretion to establish and maintain a trainee program.

B. Pursuant to such program, trainees may be hired at a rate that is different from that paid other employees at the discretion of the Borough.

C. Pursuant to such program, trainees may be assigned to

work at various work locations at various hours of work to be determined by the Borough.

ARTICLE XXVIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1993. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Hawthorne, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 199 .

SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO

BOROUGH OF HAWTHORNE  
PASSAIC COUNTY, NEW JERSEY

By: [Signature]

*Business Agent seic #74*

By: [Signature]

Witness:

Witness:

[Signature]

[Signature]

[Signature]

[Signature]

\_\_\_\_\_

\_\_\_\_\_

DCB\14465

# Borough of Hawthorne

Passaic County, New Jersey

Municipal Building

445 Lafayette Avenue 07506

April 23, 1992

Mr. Sam Boyian  
Business Representative  
Local 74  
Service Employees International Union  
A.F.L.-C.I.O. C.L.C.  
175 Hudson Street  
Hackensack, New Jersey 07601

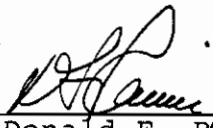
It has come to my attention that our recent contract settlement for the period January 1, 1991, through December 31, 1993, does not include the agreed to provision of "Five (5) summer T-shirts with pockets."

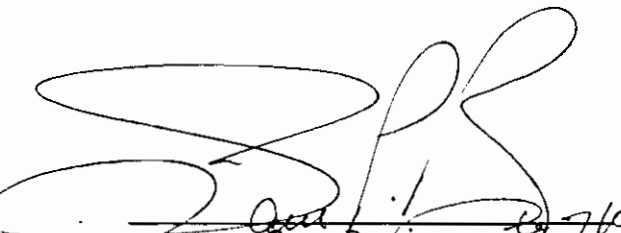
This letter is to advise you that the Borough of Hawthorne accepts this as an existing contract provision; but at the request of the membership and with the Borough's approval, requests the following amendment to that provision stated as follows:

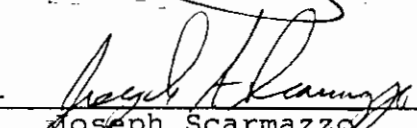
"Five (5) summer T-shirts, orange in color, with or without pockets; employees choice."

If this change is acceptable, please so indicate by your signature below and obtain the signature of Shop Steward, Joseph Scarmazzo.

Respectfully,

  
\_\_\_\_\_  
Donald F. Rainey  
Borough Administrator

  
\_\_\_\_\_  
Sam Boyian  
Business Representative

  
\_\_\_\_\_  
Joseph Scarmazzo  
Shop Steward