

AGREEMENT

Between

BOROUGH OF ROSELLE PARK

And

ROSELLE PARK DEPARTMENT OF PUBLIC WORKS

Represented by the International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of America

LOCAL 260

JANUARY 1, 2003 through **DECEMBER 31, 2005**

*RUDERMAN & GLICKMAN, P.C.
675 Morris Avenue, Suite 100
Springfield, New Jersey 07081
973-467-5111*

PREAMBLE

A. This Agreement is entered into this _____ day of 2003 between the BOROUGH OF ROSELLE PARK (the“Borough”) and the ROSELLE PARK DEPARTMENT OF PUBLIC WORKS, represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, LOCAL 260 (the “Union”).

B. The effective date of this Agreement is: January 1, 2003.

C. The Borough and the Union agree as follows:

ARTICLE 1
RECOGNITION

A. The Borough recognizes LOCAL TJNTON NO. 260, UAW, as the sole and exclusive bargaining agency for full-time employees, including working foremen of the Department of Public Works of the BOROUGH OF ROSELLE PARK, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits, and other terms and conditions of employment as certified March 19, 1991, by P.E.R.C., Docket No. RO-91-132.

B. The provisions of this Agreement shall apply to the following employees:

INCLUDED: All full time Department of Public Works Employees employed by the Borough of Roselle Park.

EXCLUDED: Superintendent of Public Works
Assistant Superintendent of Public Works
Confidential Employees, Managerial Executives,
Professional/Clerical Employees, Craft Employees, Police, and Supervisors.

ARTICLE 2

SUPERVISORY AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement, except for the purpose of instruction, training, and/or in the absence of qualified people. This provision shall not be used to deprive employees of the opportunity to earn wages.

ARTICLE 3

UNION MEMBERSHIP/AGENCY SHOP DUES CHECK-OFF

A. The following provisions as to membership, and deduction of Union dues with respect to the employees within the collective bargaining unit, are agreed to for the term of this Agreement provided, however, that they shall be effective only subject to and conditional upon the Union and the employees complying with the applicable provisions and requirements of the Employer-Employee Relations Act, as amended:

B. Union Membership

1. Upon receiving the written authorization of an employee in the form provided in this Article 3, which form will be provided to the employees by the Union, the Borough agrees to deduct membership dues and initiation fees in such amounts as shall be fixed pursuant to the By-Laws and the Constitution of the Union during the continued effectiveness of such written authorization.

2. All sums collected shall be promptly remitted to the Financial Secretary of the Union.

3. The Union will certify in advance to the Borough, in writing, the amount of dues and initiation fees to be deducted from the pay of each employee, and shall indemnify and hold harmless the Borough against any liability which may arise, by reason of the deduction by the Borough of the Union dues and initiation fees hereunder. In no event shall the Borough be liable to any employee for any deduction from the pay of any such employee for Union Dues and Initiation Fees, or any payments made by the Borough to the Union hereunder.

4. The Borough will submit to the Financial Secretary of the Union a monthly statement of those employees from whose earning deductions have been made, together with the

amount of such deductions.

5. In the event that an employee has no dues deducted in any calendar month, the Borough shall state the reason on the monthly dues deducted statement.

6. The check-off authorization to be signed by each employee shall be as follows:

TO THE BOROUGH OF ROSELLE PARK DATE:

I hereby assign to Local Union 260, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (IAAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. 260 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues* in such sum as may be established from time to time as Union dues, in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Borough and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Borough and the Union, whichever shall be shorter, unless written notice is given by me to the Borough and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Borough and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 3 02(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of Employee here)(Address of Employee)
(Type or print name of Employee) (City) (State) (Zip)

(Dt. of Signature) (Employee Clock #) (S.S. #) Dt. of Delivery

*One point four (1.4) hours pay per month.

B. Agency Shop

1. Representation Fee

If a permanent employee does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rated for members of the Union. The representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to each year, the Union will submit to the Borough a list of those employees who have not become members of the Union for the then current membership year. The Borough will deduct from the salaries of such employees, in accordance with section b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

b. Payroll Deduction Schedule

The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Borough; or (b) thirty days after the employee begins his or her regular and temporary employment over ninety (90) days in a bargaining unit position.

c. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union, which shall be deducted on the first pay period of the month.

d. Changes

The Union will notify the Borough in writing of any changes in the list provided for in section a. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Borough receives said notice.

e. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Borough will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

f. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Borough before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Borough will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

g. Indemnification

With respect to dues deductions, representation fee deductions, and the

Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold 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 pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Borough in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE 4
MANAGEMENT RIGHTS

The Union recognizes 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, lay off, 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 based on availability of trained personnel, facilities and equipment, economics, and performance of the work within the required time frame; make reasonable rules and regulations not inconsistent with the terms of this Agreement and subject to the statutory requirement to negotiate new rules or modifications of existing rules before implementation thereof; and to otherwise determine the methods, means, and personnel by which its operations are to be conducted.

ARTICLE 5

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Borough's establishment during working hours, at a prearranged time of mutual convenience to the Borough and Union, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the Borough's working schedule.

ARTICLE 6

UNION REPRESENTATION

A. The Borough recognizes the right of the Union to designate a Unit Chairperson and one (1) Steward.

B. The authority of the Unit Chairperson and Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Borough's functions and operations.

C. The Unit Chairperson and Steward have no authority to take strike action or any other action interrupting the Borough's operations.

D. The Borough recognizes these limitations upon the authority of the Unit Chairperson and Steward, and shall not hold the Union liable for any unauthorized acts. The Borough in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Unit Chairperson or Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

E. Either the Unit Chairperson or the Steward, but not both, shall be permitted, with the permission of the Supervisor, to investigate, present, and process a grievance on or off the property of the Borough, without loss of time or pay. Such time spent in handling grievances shall be considered regular working hours in computing daily and/or weekly overtime.

ARTICLE 7

GRIEVANCE PROCEDURE

A. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation or application of any provision of this Agreement.

B. In the event of such grievance, the steps hereafter set forth shall be followed:

STEP 1

(a) An employee or his/her designated Representative with a grievance shall first file a written statement of grievance and discuss the matter orally with the immediate Supervisor within seven (7) calendar days of occurrence of the facts which give rise to the grievance with a view to resolving the grievance informally. The aggrieved party shall document with the immediate Supervisor the date and subject of the grievance. If the grievance is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

(b) In the event the employee or the designated Representative is unable to resolve the matter pursuant to Step 1(a), the employee or the Representative shall present a formal 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 three (3) workdays after the holding of such a meeting. In the event the grievance is not satisfactorily settled, the employee or the designated

Representative may proceed to Step 2 of the procedure.

STEP 2

If the grievance is not satisfactorily resolved at Step 1, the matter may be referred by the aggrieved party or the designated Representative to the Public Works and Engineering Committee within five (5) working days after the decision in

Step I. The employee or the designated Representative shall meet with the Public Works and Engineering Committee to discuss the grievance within five (5) working days from receiving the grievance. The Public Works and Engineering Committee or their designated Representative will give a written answer to the Union within three (3) working days from the date of the meeting. In the event the grievance is not satisfactorily settled, the employee or the designated Representative may proceed to Step 3 of the procedure.

STEP 3

If the grievance is not satisfactorily resolved at Step 2, the matter may be referred by the employee or the designated Representative to the Mayor and Council within seven (7) calendar days after the decision in Step 2. A meeting on the grievance shall be held within fifteen (15) calendar days after receipt of the written grievance. The Mayor and Council shall render a written decision within fifteen (15) calendar days after the date of the meeting. In the event the grievance is not satisfactorily settled, the employee or the designated Representative may proceed to Step 4 of the procedure.

STEP 4

The aggrieved party or the designated Representative may, within ten (10) calendar days after receipt of the decision from the Mayor and Council, file for arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation.

ARTICLE 8

ARBITRATION PROCEDURE

A. Either party may apply to the New Jersey State Board of Mediation for the appointment of an arbitrator.

1. The party desiring arbitration must file for arbitration and notify the other party in writing of such desire in accordance with the last step of the Grievance Procedure provided for in this Agreement. In the event either party fails to serve said written notice of desire to arbitrate within ten (10) calendar days of the date of the written decision handed down under the last step of the Grievance Procedure provided for in this Agreement, then the grievance shall be considered as abandoned at the last step of the Grievance Procedure.

2. After receipt of a desire to arbitrate, the aggrieved party may submit the matter to the New Jersey State Board of Mediation requesting that an impartial arbitrator be selected in accordance with its rules and regulations.

3. The decision of the arbitrator shall be final and binding on both parties and he/she shall render an award in writing within thirty (30) calendar days after the last day of the hearing; and the arbitrator shall set forth the rationale for his/her decision in the award.

4. The arbitrator shall be bound by the provisions of this Agreement, restricted to the applications of the facts presented to him/her involved in the grievance, and limited to the interpretation of the Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration through the steps of the grievance procedure and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this Agreement. Furthermore, the arbitrator shall be bound by the laws of the State of New Jersey and shall be

without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.

5. The arbitrator's fees and expenses shall be borne equally by the parties to the Agreement. Any other expenses included but not limited to witnesses shall be borne by the individual party incurring same.

6. One member (either the Unit Chairperson or Steward, but not both) shall represent the aggrieved party. The Borough shall pay for all time spent at arbitration for the Unit Chairperson or Steward.

7. Arbitration hearings and conferences shall be held at the Municipal Building.

ARTICLE 9

NO STRIKE NO LOCKOUT

A. The Borough agrees that it will not lock out its employees and the Union agrees it will not sanction a strike, walkout, slow-down, work stoppage, or other job action against the Borough during the life of this Agreement. Any employee engaging in or assisting such action shall be subject to disciplinary action.

B. The International Union or the Local Union shall not be held financially liable for any such Unauthorized Acts provided that upon receipt of notice from the Borough of the occurrence of any Unauthorized Acts, the International Union and the Local Union shall immediately and officially notify employees involved to terminate such Unauthorized Acts and promptly take the following action:

1. The International Union by telegram to the Local Union officers shall state that such Unauthorized Acts are not directed or authorized by the Union and are in violation of this Agreement.

2. Endeavor to induce employees to cease such Unauthorized Acts.

3. The Local Union officers and stewards shall, by example, continue at work and endeavor to induce all other employees to do so.

ARTICLE 10

DISCIPLINARY ACTION, SUSPENSION, OR DISCHARGE

A. The Borough retains the right to discipline, suspend, or discharge, for just cause only. Examples of just cause are, but not limited to, excessive absenteeism, abuse of sick leave, consuming alcohol during work hours, poor work performance, failure to return from an approved leave, and insubordination. Whenever possible, the Unit Chairperson or Steward shall be present during the disciplinary action with the employee unless the employee does not want to have the Union Representative present. However, it should be noted that there may be circumstances, such as insubordination, when no one is present at the time the discipline is meted out. If the employee feels the action is unjust, a grievance shall be filed. In the case of discharge, the grievance will be referred to Step 3 of the Grievance Procedure. In no event shall the Borough be required to consider any discharge grievance which is not presented in writing within five (5) working days after the discharge.

B. An employee who is disciplined, suspended, or discharged will receive written notice thereof including reason(s) within two (2) working days of said action, and a copy of said notice will be forwarded to the Unit Chairperson or Steward and to the Local Union Office.

ARTICLE 11

SEPARATION OF EMPLOYMENT

A. Upon discharge the Borough shall pay all money, including pro rata vacation pay, due in the following pay cycle.

B. Upon quitting, and providing the Borough with at least two weeks' advance notice, the Borough shall pay all money due to the employee, including pro rata vacation pay, at the time of the regular pay period. If no advance notice is given, payment will be made in the following pay cycle.

ARTICLE 12

UNION BULLETIN BOARD

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union. The Borough shall have the right to remove material which is political in nature or not official Union business.

ARTICLE 13

NON-DISCRIMINATION

A. Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of race, color, religion, age, sex, national origin, handicapped status, being a disabled veteran, or being a veteran of the Vietnam era.

B. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Borough's operation, nor shall there be any discrimination against any employee because of Union activity or non-Union activity.

ARTICLE 14

WORK ASSIGNMENTS

A. The Borough agrees not to direct or require employees to perform any work other than the work prescribed in the individual employee's classification (see classification attached), unless otherwise specifically provided for in this Agreement.

B. Employees shall be assigned to work in their primary classification when work is available.

C. When there is no work in an employee's particular classification, he/she will be assigned to the next lowest classification where work is available without loss of pay.

ARTICLE 15

SAFETY

A. The Borough shall not require, direct, or assign any employee to work under unsafe or hazardous conditions, as determined by applicable standards of federal, state, or municipal agencies. The employee, upon discovering an unsafe or hazardous condition, will immediately tell his/her supervisor. The Supervisor will determine and advise how the work can be performed safely or, if finding that the work cannot be performed safely, will stop the work until safe conditions have been restored. This is in accordance with Borough Safety Policy and OSHA regulations. If an employee feels safety procedures are not being adhered to, and supervision has not responded accordingly, a grievance may be commenced as set forth herein.

B. The Borough insists that the proper safety equipment, provided by the Borough, be used by employees under required conditions.

ARTICLE 16

NOTIFICATION TO THE UNION

- A. The Borough will notify the Union in writing of all promotions, demotions, transfers, suspensions, and discharges within the bargaining unit.
- B. The Borough will notify the Union in writing of all layoffs.
- C. The Borough will provide the Union with an updated list of covered employees showing name, address, classification, and social security number.
- D. The Borough will notify the Union of additions and deletions to the payroll of covered employees.

ARTICLE 17

PROBATIONARY PERIOD – NEW HIRE

All newly hired employees shall serve a probationary period of six (6) months. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement.

ARTICLE 18

SENIORITY

A. Seniority shall mean a total of all periods of continuous uninterrupted employment, exclusive of layoff with recall rights, with the Borough of Roselle Park Department of Public Works. Employees shall lose seniority rights for any one of the following reasons:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work within ten (10) working days after being recalled from layoff by registered or certified mail, unless due to actual illness or accident. (The Borough may require substantiating proof of illness or accident.)
4. Employees will not accrue seniority when on unpaid leave except when such leave is under FMILA.

ARTICLE 19

LAYOFFS AND RECALL

A. In the event the Borough reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, within a classification, providing the senior employees can perform the remaining work available. Employees laid off will exercise their rights.

2. Notice of such layoffs will be given at least ten (10) working days before the scheduled layoff.

3. A laid off employee shall have preference for recall for a period of one year.

4. The Borough shall rehire laid off employees in the order of greatest employment seniority within their job classification. Under no circumstances whatsoever shall the Borough hire from the open labor market while any employee has an unexpired term of preference for recall, provided the employee shall be deemed by the Borough to be qualified and capable of performing the work and is ready and willing and able to be recalled.

5. The Borough, in making a determination as to an employee's qualifications or capabilities, shall not be arbitrary.

6. Notice of re-employment to an employee who had been laid off shall be made by registered or certified mail to the last known address of such employee. It is the responsibility of the employee to keep the Borough advised of his/her current address.

7. Employees shall notify the Borough within five (5) working days of receipt of recall notification of intent to return to work and will report to work within ten (10) working days from the date of recall notification.

ARTICLE 20

JOB BID, POSTING, AND TRAINING PERIOD

A. The Borough agrees to fill all job vacancies from within the bargaining unit before hiring new employees, provided there are employees who are physically and mentally capable of qualifying for the vacancies. However, there may be certain jobs (i.e. automotive mechanic, shade tree/bucket operator) that require specific skills and may be filled by new hires who possess greater qualifications and experience than the existing employees on the payroll.

B. The Borough shall post all vacancies. The Borough shall post a notice stating the name of the job classification, location of assignment, and the requirements. In addition, the notice shall invite bids from employees. This notice shall remain posted on all bulletin boards for five (5) working days. Employees on vacation beyond the five (5) working day posting period will have the opportunity to bid within twenty-four (24) hours of return to work provided there had been no prior notice of the posting.

C. Promotions shall be offered to qualified employees, to be determined by the Borough, in the order of greatest employment seniority from the next lower classification who bids for the job. If no bidders exist, then the promotion shall be offered to the bidder with the greatest employment seniority in the second lower classification. Should there be no qualified bidders available, the Borough will hire from the outside employment market.

D. The Borough agrees that any test to be administered to determine the employee's physical and mental qualifications to perform the functions and duties of the new position shall be administered fairly and equitably to all employees.

E. The successful bidder shall receive a trial period of up to forty-five (45) calendar days on his/her new assignment. Such employee shall be compensated at the rate of pay of

his/her new classification. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than his/her old rate step.

F. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. Should the employee fail to successfully meet these requirements within the trial period, he/she shall be returned to his/her former classification and shall assume seniority and pay as though he/she had never left his/her old classification.

ARTICLE 21

NEW JOB CLASSIFICATION

At least thirty (30) days before establishing a new classification, the Union will be provided a job classification sheet containing a base salary rate for the purpose of negotiating an hourly rate of pay.

ARTICLE 22

HOURS OF WORK

A. The Borough agrees to schedule each full-time employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday, inclusive.

B. The normal scheduled hours of work and one-half (1/2) hour lunch period each day are as follows: Hours Worked Lunch Period*

7:00 A.M. to 3:30 P.M. 12:00 Noon to 12:30 P.M.

5:00 A.M. to 1:30 P.M. (1) 10:00 A.M. to 10:30 A.M.

*Scheduled by Superintendent based upon work needs.

1. The Borough reserves the right to change starting times after giving the employee and the Union at least twenty-four (24) hours' advance notification.

C. The Borough agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours at the start of the eleventh (11th) hour and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

D. The Borough shall allow two (2) fifteen (15) minute breaks during each eight (8) hour work day as follows:

Shift 7:00 A.M. to 3:30 P.M.

9:15A.M. -9:30A.M.

2:00P.M. -2:15P.M.

Shift 5:00 A.M. to 1:30 P.M.

7:15A.M. -7:30A.M.

12:00 Noon -12:15 P.M.

1. These breaks are to be taken in the area where the employees are working and a job site once established will not be broken down for the break period. Break schedules may vary with permission of the Superintendent or designee.

E. The Borough will allow for employee clean-up time, as follows:

Fifteen (15) minutes before lunch;

Fifteen (15) minutes before quitting time.

F. The Borough agrees to guarantee each employee a minimum of eight (8) hours of work or pay in lieu thereof~, each day, Monday through Friday, subject to the terms and conditions of this Agreement.

G. The Borough agrees to guarantee an employee a minimum of three (3) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is called in to work for an emergency outside regular hours on any day, including Saturday, Sunday, and Holidays, notwithstanding that his/her actual work time on that occasion is less than three (3) hours.

ARTICLE 23

SNOW REMOVAL

Employees performing emergency snow plowing work for more than four (4) consecutive hours outside their normal work day may take a meal rest period for one (1) hour after the fourth (4th) consecutive hour of such work and a one-half (1/2) hour rest period for each subsequent four (4) hours of work. Rest periods shall be administered by the Supervisor so as to stagger them and permit coverage.

ARTICLE 24

WAGES

A. Retroactive to January 1, 2003, all employees covered by this Agreement shall receive a 3.25% increase over their 2002 base salary.

B. Effective to January 1, 2004, all employees covered by this Agreement shall receive a 3.25% increase over their 2003 base salary.

C. Effective January 1, 2005, all employees covered by this Agreement shall receive a 3.25% increase of their 2004 base salary. Schedule "A" provides pay treatment for 2003, 2004 and 2005.

ARTICLE 25

TEMPORARY TRANSFERS

A. A Laborer transferred to a classification with a higher rate of pay shall be paid the Apprentice Operator's rate of pay, provided that the Laborer has completed at least eighty (80) hours of training in that higher rated classification and will receive the Apprentice Operator's rate of pay for a minimum of one (1) hour and/or all hours worked in that classification.

B. Daily assignments to higher classifications of work shall be considered temporary transfers.

C. Temporary transfers shall be offered to the qualified employee with the greatest employment seniority and most equipment knowledge from within the next lower classification.

ARTICLE 26

PREMIUM PAY OVERTIME

A. The Borough agrees to pay premium wages in accordance with the following rules:

1. One and one-half (1 1/2) times the straight time hourly rate shall be paid for:

- (a) All hours spent in the service of the Borough in excess of eight (8) hours in any twenty-four (24) hour period.
- (b) After completion of forty (40) hours worked, all hours spent in the service of the Borough on any Saturday. Vacation days, holidays, personal days, bereavement days, and jury duty are to be taken into account in the computation of the forty (40) hour work week. Preference will be given to the employee who has actually worked forty (40) hours.
- (c) All hours spent in the service of the Borough on any holiday in addition to eight (8) hours straight time holiday pay.
- (d) All time spent in the service of the Borough on any Sunday.

B. The opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified, mentally and physically, to perform the overtime assignment.

C. Employees will be entitled to 5 hours stand-by pay, regardless of whether employee is called into work. All other provisions with regard to overtime shall apply if there is a call-in while an employee is on the stand-by schedule.

ARTICLE 27

HOLIDAYS AND PERSONAL DAYS

A. The Borough agrees to pay each employee eight (8) hours' pay without working for each of the following holidays:

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

B. Employees will be entitled to a one-half day Christmas Eve and one-half day New Year's Eve. If an emergency occurs, employees will work the entire day for no extra pay.

C. Any holiday which falls on a Saturday shall be celebrated the preceding Friday. Any holiday which falls on a Sunday shall be celebrated the following Monday.

D. In the event a holiday named in the Agreement falls during an employees

vacation period, such employee shall enjoy an additional day of vacation with pay.

E. Any employee who is absent from work without authorization, either the work day before or after a holiday, may not receive holiday pay. However, the employee may be eligible for holiday pay if he/she is excused (i.e. vacation, personal, bereavement, jury duty, doctor's certified sick leave) by the Borough from working the last scheduled work day prior to and/or the first scheduled work day after the holiday.

F. Each employee will be granted three (3) personal days after one (1) year of employment. An employee shall be required to give twenty-four (24) hours' prior notification to the Borough before taking a personal day and approval by the Superintendent has been obtained. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval.

G. Employees hired after July 1, 2000 shall receive personal days as follows:

- a. after completion of 1 year to completion of 5 years - 1 day
- b. after completion of 5 years to completion of 10 years - 2 days
- c. after completion of 10 years forward — 3 days

H. Employee vacation periods must be taken between January 1 and December 31 of each year, and unused vacation days will not be carried over into the succeeding year.

ARTICLE 28

VACATIONS

- A. Each employee's anniversary date of employment shall be the basis for determining earned vacation time due for that year.
- B. Vacations shall be scheduled by seniority classification, subject to departmental requirements.
1. No more than (3) employees will be scheduled for vacation in any work week.
 2. A job classification cannot be depleted.
 3. Only one (1) employee per week will be scheduled for vacation at any one time during leaf season (November).
- C. Any management employee's scheduled vacation time shall not be a basis for denying a Union employee his/her desired vacation request.
- D. The Vacation Schedule Requests shall be posted by January 2nd. All employees shall pick their vacation request by March 31. After March 31, the request will be granted on a first-come first-served basis without regard to seniority, subject to classification requirements.
- E. Vacation pay shall be based on eight (8) hours straight time pay for each day of vacation entitlement.
- F. In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation.
- G. Employee vacation periods must be taken between January 1 and December 31 of each year, and unused vacation days will not be carried over into the succeeding year.
- H. Employees shall not normally be required to return to work while on vacation.

I. Employees shall be required to give twenty-four (24) hours' prior notice to the Borough before taking a single vacation day leave, which day shall be taken only upon approval of the Superintendent after his determination that there will be adequate coverage of departmental functions and duties for the requested day. The twenty-four (24) hour advance notification requirement may be waived in cases of emergency. However, documentation may be required by the Borough for approval.

J. Each employee would be allowed to use up to five (5) vacation days on a "one-day-at-a-time" basis.

K. Each employee shall receive annual vacation leave with pay in accordance with the following schedule, based upon the completion of designated years of employment:

After Completion of

1 year of employment	10 days
2 and 3 years of employment	14 days
4 and 5 years of employment	15 days
6 through 10 years of employment	18 days
11 through 15 years of employment	22 days
16 through 19 years of employment	24 days
20 years of employment and over	25 days

L. All employees hired after July 1, 2000 shall enjoy the following vacation schedule:

After completion of 1 year	10 days
From completion of 2 years to completion of 10 years	12 days
From completion of 10 years to completion of 15 years	14 days

From completion of 15 years to completion of 20 years	15 days
From completion of 20 years forward	16 days

ARTICLE 29

SICK LEAVE

A. Each DPW employee with less than one (1) year of full- time service shall be allowed one (1) day of sick leave with pay for every month of employment.

B. Each DPW employee with more than one (1) year of full- time service shall be allowed fifteen (15) days of sick leave, with pay, per annum. Employees hired after July 1, 2000 shall receive 10 sick days. An employee may accrue up to two hundred (200) days of unused sick leave and use these accrued days as compensation for a confirmed (Doctor's Certificate) long-term illness or disability.

C. Upon retirement, an employee may elect to receive a cash payment equaling one (1) day's regular base pay for each three (3) days of unused sick leave time, up to a maximum of two hundred (200) days and payout not to exceed \$6,000.

D. Any DPW employee electing the cash payment option provided for in this Article shall notify the Borough Collector-Treasurer of such election by January 1 of flue year of scheduled retirement. Employees adhering to the January 1 deadline will be paid unused sick leave time upon retirement from the Borough. Any employee not adhering to the January 1 requirement shall receive payment for unused sick leave on or before January 1 of the succeeding year.

E. Each DPW employee who is absent on account of sickness in excess of two (2) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.

F. The Borough shall have the right at any time to have an employee, who is absent on account of sickness, examined by a physician at the Borough's expense upon his/her return to

work in order to report on his/her condition.

G. After a DPW employee has used the maximum accumulated sick leave to which he/she is entitled, an additional period not to exceed ninety (90) days may be granted at the discretion of the Borough after a complete and thorough review of the medical history and medical reasons surrounding the DPW employee's absence. Prior to the end of the extended period, the DPW employee must provide the DPW Superintendent with information regarding his/her intent and ability to resume his/her employment with the Borough.

ARTICLE 30

HEALTH AND DENTAL INSURANCE

A. Medical Insurance

1. The Borough shall provide all DPW employees and their families with coverage for hospital and major medical insurance. The Borough shall have the right to substitute a different hospital and major medical insurance carrier, provided that replacement coverage is substantially similar to that afforded by the current carrier. The Borough shall bear the costs of all premiums for DPW employees and their families.

2. The Borough shall pay one-half (1/2) of the premium for hospital and major medical insurance for retired DPW employees who have accumulated at least fifteen (15) years of service and have attained the age of sixty-two (62) years. Upon said retiree attaining the age of sixty-five (65) years, the Borough shall pay the full cost of said insurance. This benefit shall be available upon proof that said retiree is not receiving similar benefits from another employer, a former employer, or another source on a non-contribution basis.

3. The deductible for indemnity coverage shall be \$200 individual/\$400 family.

4. Employees hired after January 1, 2003 shall be entitled to health benefits after three (3) months of employment.

B. Dental Insurance

1. The Borough shall provide all DPW employees and their families with coverage for dental insurance. The Borough shall have the right to substitute a different dental insurance carrier, provided that replacement coverage is substantially similar to that afforded by

the current carrier. The Borough shall bear the costs of all premiums for DPW employees and, their families.

C. Drug Prescription Insurance

1. The Borough shall provide all DPW employees and their families with coverage under a drug prescription program selected and determined by the Borough. The Borough shall, thereafter, have the right to substitute a different drug prescription carrier, provided that replacement coverage is substantially similar to that afforded by the current carrier. The Borough shall bear the cost of all premiums for DPW employees and their families.

2. The Borough shall pay one-half (1/2) of the premium cost for the drug prescription program insurance for retiring DPW employees who have accumulated at least fifteen (15) years of service and have attained the age of sixty-two (62) years. Upon said retiree attaining the age of sixty-five (65) years, the Borough shall pay the full cost of said insurance. This benefit shall be available upon proof that said retiree is not receiving similar benefits from another employer, a former employer, or another source on a non-contribution basis.

3. The prescription co-pay shall be as follows:

- a. Mail Order 0
- b. Generic \$5.00
- c. Brand Name \$10.00

D. Prescription Safety Glasses

The Borough shall bear the cost of providing no more than one (1) pair of prescription safety glasses each year to each DPW employee who requires them in the performance of his/her duties. The costs of such shall not exceed one hundred twenty five dollars (\$125.00). The costs of eye examinations and ophthalmology or optometry services required in

the prescription of such safety glasses shall be borne by the respective DPW employee.

E. Disability

The Borough shall provide all DPW employees with coverage under the New Jersey State Disability Plan. The Borough's financial commitment shall be in accordance with the State's plan requirements. The Borough shall have the right to substitute a different disability carrier, provided that replacement coverage is substantially similar to that afforded by the New Jersey State Disability Plan.

F. Any DPW Employee who shall decline to be enrolled in the Medical Program shall be entitled to receive the sum of Five Thousand Dollars (\$5,000) for each year of the Agreement, in lieu of said coverage.

G. Medical and Dental Insurance, Newly Hired Employees

Employees who are hired after January 1, 2000, shall receive HMO medical and dental insurance at Borough expense. If those employees desire indemnity coverage they can purchase indemnity coverage by paying the difference between the appropriate level of indemnity coverage and the corresponding level of HMO coverage.

ARTICLE 31

GROUP INSURANCE AND PENSION

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

B. Retirement benefits shall be based upon “Final Average Salary” as defined in the “New Jersey Division of Pensions .Public Employees’ Retirement System.”

ARTICLE 32

FUNERAL LEAVE

A. The Borough agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include: spouse, children, brothers, sisters, parents, parents-in-law, grandparents, grand parents-in-law, grandchildren, and brothers or sisters-in-law.

B. Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

C. In all cases, the Borough may request submission of proof.

ARTICLE 33

JURY DUTY

A. An employee who is called to jury duty shall immediately notify his/her immediate Supervisor with a copy of flue Jury Summons.

B. If an employee is excused from jury duty service on any given day, the employee is expected to report to work.

C. The Borough agrees to pay the employee regular wages in addition to jury duty service fees paid by the Court.

ARTICLE 34

UNIFORMS SAFETY SHOES

A. Uniforms

1. Each year the Borough shall provide, at no cost to the employee, a total of six (6) items of uniform clothing, pants, and/or shirts (long and/or short sleeve) and four (4) tee shirts. The actual allocation shall be determined in consultation between the Superintendent or designee and each employee. In addition, in alternate years, each employee will receive either a winter or summer jacket. The employee shall have the option of substituting winter weight coveralls in lieu of a winter or summer jacket. Also the Borough shall provide:

Rain gear, including boots

Safety glasses (non-prescription)

Safety hat

Gloves (canvas and rubber)

Coveralls (sewer maintenance 1 set)

Coveralls (mechanic 2 sets)

2. Any piece of protective clothing that is damaged will be replaced by the Borough as soon as possible.

3. Uniforms will be secured in an appropriate and timely fashion.

4. Each employee shall receive \$400 by voucher to purchase all work clothing at a store selected by the Borough.

B. Safety Shoes

The Borough shall provide on a reimbursement basis to each full-time employee up to One hundred Dollars (\$100) per year, the cost of approved safety shoes.

ARTICLE 35

SANITARY CONDITIONS

- A. The Borough agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.
- B. The Borough will provide a locker area facility for the employees.
- C. The Borough will provide a clean and sanitary eating area for the employees.

ARTICLE 36

ON THE JOB INJURY/DISABILITY

A. Definition

Absence from duty of an employee because of on-the-job illness or injury, as a result of and arising from employment with the Borough.

B. Disability Days

In the event that an employee is injured on the job, the Borough shall pay such employee his/her day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day. An employee who qualifies for Workers' Compensation shall receive full salary compensation for a period not to exceed fifty-two (52) weeks.

C. Physician's Review

The Borough reserves the right to have an employee on disability, as result of an illness or on-the-job injury, examined and evaluated by a physician selected and paid for by the Borough.

D. Conditions

An employee will be ineligible to receive disability compensation for on-the-job illness or injury during the period in which the employee is actively engaged in any vocation, occupation, business, profession, practice, or pursuit for which said employee receives any compensation whatsoever.

ARTICLE 37

SEPARABILITY AND SAVINGS CLAUSE

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

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

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

ARTICLE 38

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties. No amendment, modification, or addendum to this Agreement shall be effective unless in writing dated subsequent to the date hereof and executed by the duly authorized signatories for each party requirements for such a. The writing shall apply to any waiver of the requirement of a written modification pursuant to this Article, and this shall be deemed an essential term of the Agreement.

ARTICLE 39

DURATION

This Agreement shall be in full force and effect from January 1, 2003, to and including December 31, 2005, and shall continue from year to year thereafter unless written notice of desire to cancel, modify, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

BOROUGH OF ROSELLE PARK

Borough Clerk

Mayor

ATTEST

INTERNATIONAL UNION, UNITED
AUTOMOBILE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
LOCAL 260

DPW

Service Representative Local 260, UAW

DPW

DPW

SCHEDULE B

JOB CLASSIFICATION AND DESCRIPTION

LABORER/HELPER:

DEFINITION: Under direction of the Superintendent and/or his/her appointed representative, he/she shall perform varied types of manual and unskilled laboring work.

The following are examples of the work to be performed by the laborer/Helper: Loading, lifting, moving supplies, equipment and furniture; dig trenches; manual grading; collection of varied types of household and yard debris; cut grass; mow lawns, operate snow blower; rake lawns, trim bushes and hedges; water lawns; load and unload trucks; help in mixing cement and mortar; help in flue placing of forms for concrete; dig out and destroy poisonous vines, weeds and undergrowth; sweep; help in cleaning sewers.

REQUIREMENTS:

Ability to understand, remember, and carry out oral directions.

Physically capable to perform required functions.

CLASS I LABORER

DEFINITION: Under the direction of the Superintendent or his/her appointed representative, he/she shall perform varied types of manual and unskilled laboring work, primarily and occasionally drive pick-up truck in connection with the laboring work.

The following are examples of the work to be performed by the CLASS I LABORER:
Loading, lifting, moving supplies, equipment, furniture, dig trenches; manual grading; collection of varied types of household and yard debris; cut grass; mow lawns; operate snow blowers; rake

lawns; trim bushes and hedges; water lawns; load and unload trucks; mix cement and mortar; help in the placing of forms for concrete; help in tree removal, trim, chip and stump; dig out and destroy poisonous vines, weeds and undergrowth; sweep; clean sewers and occasionally drive a pick-up truck.

REQUIREMENTS:

Ability to understand, remember, and carry out oral and written directions. Physically capable to perform required functions.

CLASS II LABORER

Definition and requirements are the same as a CLASS I LABORER with the exception that he/she shall have completed two full years as a CLASS I LABORER and demonstrated his/her ability to adequately perform the duties of a laborer. In addition, occasionally required to drive a dump truck without a plow.

APPRENTICE OPERATOR

DEFINITION: Under direction of the Superintendent or his/her appointed representative, he/she shall perform a safety/visual check of all equipment. In addition, the employee must proficiently and safely operate at least one (1) piece of motorized and mechanized maintenance equipment, and proficiently and safely operate a dump truck with or without a snow plow; is training on other mechanized equipment and progressing toward the qualifications of an equipment operator. Motorized or mechanized equipment shall include the sweeper, back-hoe and loader. He/she shall be capable of proficient and safe operation of a flail mower, sewer jet, snow blower, paint machine, air compressor, lawnmower, spreader, chipper, leaf loader and stump machine. The Apprentice Operator may also be trained in the safe and proficient operation

of the Shade Tree Bucket Truck and other equipment associated with Shade Tree/Bucket Truck Operator duties. Occasionally or incidentally perform manual or unskilled labor work as required. Capable of keeping records on equipment.

REQUIREMENTS: Possession of a valid New Jersey Commercial Driver's License.

Knowledge of the care, maintenance and competent, safe and efficient operation of motorized and mechanized maintenance equipment. Capable of understanding, remembering and carrying out somewhat complex oral or written directions, to learn relatively quick from explanations and demonstrations, to operate equipment in a skilled and safe manner, to check, clean and make emergency repairs and be capable of keeping necessary records.

Physically capable to perform required functions.

EQUIPMENT OPERATOR

DEFINITION AND REQUIREMENTS are the same as an APPRENTICE OPERATOR with the exception that he/she shall be capable of operating all equipment described under the APPRENTICE OPERATOR, with flue exception of the Shade Tree Bucket Truck, occasionally or incidentally perform Apprentice Operator, manual or unskilled labor work as required. Capable of keeping records on equipment.

Physically capable to perform required functions.

AUTOMOTIVE MECHANIC

DEFINITION: Under direction of the Superintendent, or his/her appointed representative, he/she shall maintain, diagnosis and repair all DPW vehicles and mechanical equipment, Police Vehicles, CD Vehicles, Senior Citizen Bus, First Aid Squad Vehicles, and Maintenance of Fire Vehicles. Extent of repairs are dictated by the equipment necessary and available to the mechanic to perform the repair. Occasionally or incidentally perform Equipment

Operator manual or unskilled work as required.

REQUIREMENTS: Formal or other education and training in the field of automotive and truck maintenance and repairs.

Ability to analyze problems involving operations of motorized and mechanical equipment, to organize and carry out fairly complex projects, to understand, remember and carry out oral and written directions. Physically capable to perform required functions.

SHADE TREE/BUCKET OPERATOR

DEFINITION: Under direction of the Superintendent, or the appointed representative, he/she shall operate all equipment related to the job of "SHADE TREE"; which includes, but not limited to, safe and proficient, removal, trimming, elevating, planting, climbing, chipping and stump removal. Occasionally or incidentally perform Equipment Operator, manual or unskilled work as required.

REQUIREMENTS: Formal or other education and training in the field of Shade Tree preservation. Capable of keeping records on "Shade Tree" operations as required.

Physically capable to perform required functions.

WORKING FOREMAN

DEFINITION: The working foreman of the department of Public Works shall be under the direct supervision of the Superintendent of the Department of Public Works or his/her appointed representative. He/she shall perform all work duties prescribed by the Superintendent or the appointed representative and, in addition, shall have directional charge of all Department of Public Works employee effort in order to carry out instructions pertaining to maintenance of streets, sidewalks, curbs, sewers, storm drains, garbage and debris collection and/or other public works functions of the Borough of Roselle Park, together with all vehicles, machinery, tools and

apparatus used in connection therewith. The job incumbent shall not be responsible to hire, discipline or discharge employees of the Department of Public Works.

REQUIREMENTS: Possession of a valid New Jersey Commercial Driver's License. Knowledge of the care, maintenance, safe and efficient operation of all motor vehicles and mechanized maintenance equipment and/or apparatus. Must be capable of understanding, remembering and carrying out sometimes complex oral or written instructions. Must be able to compile reports, trip tickets, records and other paperwork to report on the activities of the duties performed. Must be physically capable to perform required duties.

SCHEDULE A

DPW WAGE RATES

	<u>Effective 01/01/03</u>	<u>Effective 01/01/04</u>	<u>Effective 01/01/05</u>
Laborer/Helper	\$24,327.43	\$25,118.08	\$25,934.41
Class 1 Laborer (entry)	\$33,819.19	\$34,918.31	\$36,053.15
Class 1 Laborer (1 year)	\$34,329.96	\$35,445.69	\$36,597.67
Class II Laborer (2 year)	\$40,568.69	\$41,887.17	\$43,248.51
Equipment Operator	\$48,849.25	\$50,436.85	\$52,076.04
Apprentice Operator	\$46,521.05	\$48,032.99	\$49,594.06
Automotive Mechanic	\$50,408.95	\$52,047.24	\$53,738.78
Shade Tree Bucket Operator	\$49,635.80	\$51,248.96	\$52,914.55
Working Foreman	\$51,188.80	\$52,852.43	\$54,570.14

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