

AGREEMENT

between

BOROUGH OF RIVER EDGE, Borough of

and

NJCSA

COUNCIL NO. 5, NEW JERSEY

CIVIL SERVICE ASSOCIATION

~~and~~

RIVER EDGE BLUE COLLAR

WORKERS CHAPTER

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PREAMBLE

THIS AGREEMENT entered into this 11 day of May, 1981, by and between the Borough of River Edge, in the County of Bergen, New Jersey, a Municipal Corporation of the State of New Jersey, with its principal place of business located at 705 Kinderkamack Road, River Edge, New Jersey hereinafter called the "Employer" and Council No. 5, New Jersey Civil Service Commission with its principal place of business located at the County Court House, Hackensack, New Jersey and the River Edge Blue Collar Workers Chapter of Council 5, hereinafter called the "Association".

WHEREAS, both parties to this Agreement have negotiated terms and conditions of employment and wish to enter a complete Agreement concerning the same.

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth hereinafter the parties agree as follows:

ARTICLE I. - RECOGNITION

1. The Employer recognizes the Association as the exclusive bargaining agent for all permanent blue-collar employees including but not limited to the following job titles, Laborer/Trainee, Laborer I., Laborer II., Equipment Operator, General Repairman and Mechanic, but excluding supervisors, white collar employees, professional employees, craft employees, managerial executives, confidential employees and police within the meaning of the New Jersey Employer-Employee Relations Act, hereinafter called the "Act".

ARTICLE II. - PROBATIONARY PERIOD

1. Employees hired after the date of this Agreement for a job title which is within the bargaining unit shall be probationary employees for the ninety (90) days immediately succeeding the date of hire.

Probationary employees shall be represented by the Association and shall have all rights expressly set forth in this Agreement but such employees shall have no right whatsoever to grieve discipline or discharge. Employees who, in the sole opinion of the Employer, have successfully completed the probationary period shall thereafter be called permanent employees.

ARTICLE III. - UNION SECURITY

1. The Employer will admit representatives of the Association to the garage located at River Side Way, River Edge, New Jersey during the hours which employees are working for the purpose of presenting grievances or administering this Agreement. However, the representatives of the Association shall first announce their presence to the Employer's Superintendent and request permission to conduct their business. The request shall not be unreasonably denied.

2. The Employer will recognize one (1) steward and one (1) alternate steward, both designated by the Association, for the purpose of presenting grievances to the Employer pursuant to Article IV. The steward may present grievances at mutually convenient times. The Association will notify the Employer of the names of the steward and alternate steward. The alternate steward shall act only in the absence of the steward. Absence is defined as the absence of the steward from work on a specific day.

3. The Employer will provide one (1) bulletin board at the garage for the exclusive use of the Association for the purpose of posting notices relevant to the business of the Association. Notices shall not contain partisan political material or material defamatory or degrading to the Employer or any of the Employer's employees. It shall be the duty of the Association steward to supervise the contents of the notices.

4. The Employer will make payroll deductions for uniform Association membership dues from the earnings of employees provided employees file with the Employer's Clerk, written authorization for such payroll deductions and further provided that the Association certifies to the Employer the amount of the membership dues. The payroll deductions made pursuant to this Article shall be forwarded to the Association at its principal place of business no later than 7 days after the deduction is made.

5. Thirty (30) days after the effective date hereof, the Employer will commence to withhold, from the pay checks of those employees who are covered by this Agreement and who have not executed authorizations permitting the Employer to withhold the full amount of Association dues, a representation fee equal to 85% of the total of uniform Association membership dues charged by the Association to its members. The Association represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements imposed on it pursuant to Laws 1979, c. 477 and the Employer's obligation pursuant to this paragraph is contingent upon the Association's continued compliance with the aforesaid law.

The purpose of the representation fee is to off set on a pro rated basis, the cost of services rendered by the Association to all employees as majority representative of the bargaining unit. At least thirty days prior to the beginning of each year the Association will give the Employer written notice of the uniform membership dues charged to its members for that year. The Employer will withhold the representation fee in equal installments from each pay check. Employees who commence work after the date of this Agreement shall have thirty (30) days after the commencement of their employment to authorize the Employer to withhold the total uniform membership dues. In the event such employees do not authorize the Employer to make such withholdings then the 85% representation fee shall be withheld.

6. The Employer disclaims any responsibility for the payroll deductions after the same have been forwarded to the Association and the Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other action of whatsoever kind, which may arise out of or by reason of the payroll deduction made by the Employer acting in reliance upon a written authorization.

7. Written authorizations shall remain in effect unless written notice of the revocation is filed with the Employer's Clerk. The notice of revocation shall be effective on July 1 or January 1 next succeeding the filing.

ARTICLE IV. - GRIEVANCE PROCEDURE

1. A grievance is hereby defined as any difference or dispute between the Employer and the Association or the Employer and any employee covered by this Agreement with respect to either the interpretation or application of the provisions of this Agreement or a dispute concerning the interpretation or application of those Employer policies and regulations which intimately and directly affect the work and welfare of the employees but the definition of a grievance shall not include a dispute concerning the application or interpretation of the Employer's policies and regulations which concern inherent managerial prerogatives.

2. The procedure for settlement of grievances shall be as follows:

Step 1. The Association or an aggrieved employee shall present the grievance to the Superintendent of the Department of Public Works within ten (10) days of the occurrence of the incident upon which the grievance is based. Any grievance not presented within ten (10) working days of the occurrence of the incident shall be deemed waived. However, a grievance concerning the accuracy of a pay check may be presented within one (1) year. The Superintendent shall reply to the grievance within five (5) days of the presentation. If the reply is unsatisfactory

or if the grievance is not replied to within five (5) days the grievance shall be deemed to be unsettled and the Association or the aggrieved employee may immediately proceed to Step 2. Time for presentation and reply to the grievances may be extended by express mutual consent.

Step 2. If the grievance is not settled at Step 1, then within five (5) days of the completion of Step 1 the grievance shall be reduced to writing and presented to the Borough Clerk. A hearing shall be arranged between the Association, the aggrieved employee and the Borough Clerk acting on behalf of the Employer. The hearing shall be conducted within ten (10) days of the presentation of the written grievance. By express mutual consent the parties may extend the time of the hearing. The Borough Clerk shall give a written reply to the grievance within ten (10) days of the completion of the hearing. If the reply is unsatisfactory or if no reply is given and if the parties have not consented to extend the time for a reply, then the Association or the aggrieved employee may deem the grievance unsettled and proceed to Step 3.

Step 3. If the grievance is not settled at Step 2 then the Association or the aggrieved employee may then present the grievance to the Mayor and Council by filing a written copy of the grievance and the reply within ten (10) days of the completion of Step 2. The grievance shall be heard by the Mayor and Council within fourteen (14) days of filing on a date and at a time convenient for all parties. A written reply shall be made by the Mayor and Council within ten (10) days of the hearing. If the grievance is not settled at Step 3, then the Association shall have the right to proceed to final and binding arbitration as provided in Article V.

3. Time for presentation of any reply to grievances may be extended by express mutual consent.

ARTICLE V. - ARBITRATION

1. If a grievance as defined in Article IV. is not settled, as provided for therein, then the Employer or the Association may refer the matter to the New Jersey Public Employment Relations Commission for selection of an arbitrator according to its rules. The employee individually shall have no right to proceed to arbitration. Such referral must be made within thirty (30) days of the receipt of the written decision of the Mayor and Council pursuant to Article III., Step 3. Failure to refer the grievance for arbitration within the aforesaid thirty (30) days shall be conclusively deemed a waiver of the right to arbitration.

2. The power of the arbitrator appointed shall be limited to interpretation or application of the provisions of this Agreement and the arbitrator shall have no power to modify, add to or subtract from the rights and obligations of the parties. The decision of the arbitrator shall be final and binding upon the parties.

3. The cost of the arbitrator's fee and expenses shall be born equally by the Employer and the Association.

ARTICLE VI. - HOURS OF WORK

1. The work week shall begin at 12:00 A. M. on Monday and end at midnight on the next succeeding Sunday. Full time employees shall be scheduled to work forty (40) hours during the work week.

2. Full time employees shall work five (5) days during the work week. The work day shall consist of eight (8) hours of work. During the work day employees shall be allowed one (1) fifteen (15) minute rest period with pay before the meal period and one (1) ten minute rest period with pay after the meal period. The meal period shall be one half (1/2) hour and employees shall not be paid for the duration thereof. Rest periods and the meal period shall be scheduled by the Employer.

3. The usual starting time of the work day shall be 7:30 A. M. The Employer reserves the right to change the starting time. In the event the Employer changes the starting time, then the Association will receive thirty (30) days prior notice of the change.

4. The Employer reserves the right to hire part time employees to work less than forty (40) hours per week.

ARTICLE VII. - OVERTIME

1. Overtime is defined as time worked at the direction of the Employer in excess of the scheduled forty (40) hours of work.

2. Employees are obligated to work overtime when so directed by the Employer. The Employer whenever practical, will give a reasonable notice of the need for overtime work. The Employer, may excuse employees from working overtime for a reasonable and compelling reason.

3. For overtime worked in excess of the scheduled forty (40) hours in a work week, employees shall be paid one and one half (1 1/2) times their regular rate of pay as defined in Article XX.

4. For purposes of determining whether employees have worked overtime vacation days, holidays and sick days which are recognized by the Employer and for which the employees are paid shall be deemed hours worked.

5. Overtime payments shall be made in the pay periods next following the periods in which the payment was earned.

6. For regularly scheduled overtime of a Sunday, employees shall be paid at double their regular rate of pay.

7. All work performed in excess of sixteen (16) consecutive hours within a twenty four (24) hour period measured from 7:30 A. M. shall be paid at the rate of double the regular rate of pay. No employees shall be required to work behind the wheel without a relief break.

8. Overtime work will be offered to employees on a rotating basis commencing with the senior employee. However, the Employer shall not be obligated to offer overtime work to employees who do not possess the qualifications to perform the work.

ARTICLE VIII. - CALL BACK TIME

1. Employees who are called back to work by the Employer after having completed the scheduled work day or who are called in for unscheduled work on a Saturday, Sunday or Holiday shall be compensated at one and one half (1 1/2) times the regular rate of pay for hours worked while called back. Employees who are called back shall be credited with a minimum of three (3) hours of work. The compensation provided in this Article shall be in place of and not in addition to compensation for overtime worked. Employees are obligated to return to work when so directed by the Employer.

ARTICLE IX. - HOLIDAYS

1. The twelve (12) holidays set forth below eill be recognized by the Employer. New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Indpendence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day. Full time employees shall receive the regular rate of pay, (eight (8) hours at straight time) without working on the recognized holidays.

2. Recognized holidays which fall on a Saturday or Sunday will be observed as provided by State or Federal Law or in the absence of any law they will be observed on the immediately preceding Friday or the next Monday as determined by the Employer. Notice of such determination shall be given to the Association during the month of January.

3. Employees are obligated to work holidays when so directed

by the Employer. In such event they shall be paid in addition to the pay provided for in paragraph 1 of this Article one and one half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

4. If the holiday falls on an employee's scheduled day off, or on a vacation day, then the employee shall be given another day off or paid for eight hours at the regular rate of pay.

5. The Employer reserves the right not to pay holiday pay to employees who do not report for work as scheduled on the work day immediately preceding or next following a recognized holiday. This provision does not apply to absences authorized by the Employer.

6. The compensation provided for work performed on a holiday shall be in place of and not in addition to the compensation for overtime worked.

ARTICLE X. - VACATION LEAVE

1. Employees shall receive paid vacation leave at their regular rate of pay as provided in this Article.

2. During the period beginning on the date of hire as a full time employee and ending on the first succeeding December 31, employees may earn up to ten (10) working days vacation leave at the rate of 1 day for each full month of employment provided that the employees have satisfactorily completed the probationary period or is terminated during such period he shall not be entitled to any vacation leave. If an employee begins work on or before the 15th. day of the month he shall earn vacation leave credit for the month.

3. During the second, through fifth years of full time employment, inclusive, employees shall receive ten (10) working days vacation leave.

4. During the sixth through ninth years of full time employment, employees shall receive twelve (12) working days vacation leave.

5. During the tenth through the fifteenth years of full time employment, employees shall receive fifteen (15) working days vacation leave.

6. During the sixteenth through nineteenth years of full time employment, employees shall receive eighteen (18) working days vacation leave.

7. During the twentieth and succeeding years of full time employment, employees shall receive twenty (20) working days vacation leave.

8. The Employer shall fix a vacation schedule and the date on which an employee is to be granted vacation. Subject to the needs of the Employer said schedule will be arranged in accordance with the convenience of the employees. Splitting of vacation time into separate weeks will be allowed subject to the needs of the Employer. Seniority will be respected in arranging the vacation schedule.

9. Should a holiday recognized by Article IX be observed on a working day within employees vacation period, the employees shall be entitled to an additional day's vacation.

10. Employees leaving the employ of the Employer after having two (2) weeks notice and before the completion of an entire year shall be paid for the vacation due them on a prorated basis.

11. Employees will be notified of the number of their vacation days by April 15th.

12. Employees who are on sick leave for more than thirty (30) consecutive days shall not earn any vacation time until they return to full time duty.

13. By mutual written agreement (1/2) one half of the annual vacation leave, not to exceed twenty (20) days per employee may be accumulated from year to year. Such leave may be carried over to the

succeeding year. In the event of termination or resignation all carried over vacation leave shall be paid in full rate.

ARTICLE XI. - SICK LEAVE

1. Employees covered by this Agreement who are temporarily unable to work by reason of sickness or injury other than injury sustained during employment by the Employer shall be granted sick leave with pay at their regular rate of pay pursuant to the provisions of this Article.

2. The Employer in its discretion may require the employee to submit a doctor's certificate or other acceptable medical evidence substantiating the illness. The Employer reserves the right not to pay the employee if such evidence is insufficient.

3. Employees shall be granted up to twelve (12) days sick leave during the calendar year.

4. Unused sick leave shall accumulate for possible future use in case of prolonged illness to a maximum of ninety (90) working days.

ARTICLE XII. - BEREAVEMENT LEAVE

1. Upon the death of a member of the immediate family, as defined below, employees may request leave with pay for a period not to exceed three (3) days. In determining the amount of bereavement leave the Employer will consider the relationship of the employee to the deceased, the responsibility for making funeral arrangements and the location of the funeral and place of burial.

2. A member of the immediate family is defined as a spouse, son, daughter, mother, father, brother, sister, father-in-law, or mother-in-law.

3. Employees may be required to produce proof of death and relationship to obtain the benefits under this Article.

4. Bereavement leave shall be completed no later than 24 hours after burial.

ARTICLE XIII. - UNPAID LEAVE OF ABSENCE

1. A permanent full time employee may request a personal leave of absence without pay for good cause for a period not to exceed twenty (20) working days. Leave may be granted with the approval of the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council and subject to the needs of the Borough.

2. A leave of absence may be renewed upon request of the employee and it may be granted for reasons deemed proper by the Superintendent of the Department of Public Works and at the discretion of the Mayor and Council.

3. The Employer reserves the right to revoke a leave of absence of good cause for emergency reasons upon written notice of five (5) working days.

4. All decisions of the Employer regarding leave of absence shall be discretionary.

5. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for his job title. However, there shall be no retroactive pay resulting from this Article.

6. During all personal leaves of absence seniority shall be retained.

ARTICLE XIV. - LEAVE FOR JURY DUTY

1. Employees summoned for petit jury duty will be granted a leave of absence with pay for a period not to exceed two (2) weeks. Employees shall receive their regular rate of pay less the amount of money received by them for serving on jury duty except mileage allowances shall be retained by the employees. Employees shall notify the Employer within one working day of the receipt of the summons of jury duty. The parties will cooperate to attempt to have the employee excused from jury service of more than 2 weeks.

Employees must produce the summons for jury notice in order to receive benefits under this Article. If employees are dismissed from jury duty and can reasonably return to the Employer's garage prior to 1:30 P. M., they shall return to work.

ARTICLE XV. - HEALTH & WELFARE BENEFITS

1. It is agreed that all existing health and welfare benefits in effect on the date of execution hereof including ordinances and policies not inconsistent with this Agreement and which uniformly affect all employees covered by this Agreement will be continued for the term of this Agreement.

2. Unless specifically stated to the contrary, there shall be no diminution of present health and welfare benefits during the term of this Agreement.

3. The Employer shall enroll employees that file the necessary and required statements in the New Jersey State Health Benefits Program. As the same exists on the date of this Agreement, benefits provided are Blue Cross, Blue Shield 750 Series, Prudential Major Medical Insurance and Rider "J". Enrollment shall include the employee's dependents as defined by the plan. The full cost of the plan will be paid by the Employer. If, for any reason, the aforementioned plan or a part thereof is withdrawn by the carrier, the Employer will make its best effort to obtain comparable coverage, for the employees.

4. The Employer will take appropriate action pursuant to N.J.S.A. 43:21-27 to become a covered employer under the Temporary Disability Benefits Law effective on January 1, 1982.

5. The Employer will contribute 1/2 of 1% of the wages paid to employees during 1982, to a maximum contribution of \$37.50 per employee to the Temporary Disability Benefits Fund.

6. The Employer will deduct from the pay check of employees 1/2 of 1% the wages paid during 1982 to a maximum deduction of \$37.50. Such deductions will be forwarded to the Temporary Disability Benefits Fund.

ARTICLE XVI. - JOB RELATED INJURIES

1. The Employer represents that all employees covered by this Agreement are covered by a Workman's Compensation Insurance Policy and that the Employer will continue to provide such coverage as required by statute. The provisions of Borough Ordinance 76-158 are incorporated into this Agreement.

ARTICLE XVII. - SENIORITY

1. The seniority of an employee is hereby defined as the period of continuous service as a full time employee dating from the most recent date of hire. The Employer will forward to the Association within ten (10) days of the date of this Agreement, a seniority list showing the names of all employees in the bargaining unit and their seniority. The seniority list shall be updated annually in the month of January.

2. The seniority of an employee as defined in this Article shall be a factor for consideration in cases of lay offs, recalls and seniority. Other factors for consideration will be employees' training, experience and ability to perform the work required by the Employer.

3. Seniority shall be lost by an employee for the following reasons: voluntary quitting, discharge for cause, failure to be called back to work for a period of twelve (12) months after a lay off.

ARTICLE XVIII. - LAY OFFS

1. In the event that the Employer decides to lay off employees due to a lack of work, to promote efficiency or due to budgetary considerations, then the Employer will give employees at least two (2) weeks notice of such lay off.

2. In the event that employees have been laid off, then the Employer will maintain the names of such employees on a recall list for a period of one (1) year subsequent to lay off. Such employees shall have the right to be rehired before persons not on the recall list. In the event that an employee on the recall list does not return to work within seven (7) days after notice of recall is mailed to his last known address then the right to rehire shall be waived.

ARTICLE XIX. - SAFETY & UNIFORMS

1. The Employer and the Association agree that they will comply with all the provisions of applicable State safety laws.

2. The Employer shall provide clothing and accessories for the protection of the employees as it deems necessary. Such clothing and accessories as are necessary shall include the following: pants and shirts for winter and summer uniforms, jackets, raincoats or two piece rain gear, rainhats or hoods, boots, gloves, rubber or cloth and hard hats when required. The Employer will provide one (1) pair of safety shoes for each man every year.

3. Employees shall be responsible for the loss of all clothing and accessories which are issued to them. Clothing and accessories will be replaced by the Employer when worn or damaged beyond repair.

4. Employees are required to wear all protective clothing and accessories and comply with all safety provisions. Failure to do so is a serious breach of discipline.

5. The Employer will pay for the regular cleaning of uniforms.

6. All uniforms and equipment issued by the Employer remain the property of the Employer and shall be returned upon the employee leaving the services of the Employer.

ARTICLE XX. - NON-DISCRIMINATION

1. Neither party to this Agreement shall discriminate against any employee on account of race, creed, color, sex, national origin, membership or non-membership in the Association or political affiliation.

ARTICLE XXI. - RATES OF PAY

1. The parties have agreed upon minimum and maximum rates of pay for all job titles within the bargaining unit as set forth on Appendix "A" annexed to this Agreement and made a part hereof. No employee shall receive less than the minimum or more than the maximum rate of pay.

2. The parties have agreed upon an annual rate of pay to be received by each employee in the bargaining unit as set forth on Appendix "B" annexed hereto and made a part of this Agreement. The annual rate of pay received by each employee plus longevity pay received by the employee, if any, shall be divided by 2,080 to determine the regular rate of pay.

3. Employees shall be paid by checks. The checks shall be issued every two (2) weeks.

ARTICLE XXII. - LONGEVITY PAY

1. Employees shall receive, in addition to their annual pay, "Longevity Pay" as set forth below:

a. During the fifth, through eighth years of employment with the Employer, an additional one (1%) percent of the annual rate of pay.

b. During the ninth, through twelfth years of employment, two (2%) percent of the annual rate of pay.

c. During the thirteenth, through sixteenth years of employment, three (3%) percent of the annual rate of pay.

d. During the seventeenth, through twentieth years of employment, four (4%) percent of the annual rate of pay.

e. During the twenty-first, through twenty-fourth years of employment, five (5%) percent of the annual rate of pay.

f. During the twenty-fifth and all subsequent years of employment, six (6%) percent of the annual rate of pay.

2. The right to longevity pay shall accrue on the anniversary date of employment.

ARTICLE XXIII. - MEAL ALLOWANCE

1. Employees who are required by the Employer to work four (4) hours of overtime due to snow emergencies or ice conditions shall be paid a meal allowance of \$4.00.

ARTICLE XXIV.- EMERGENCY WORKING CONDITIONS

1. In the event of a call in for snow emergency the provisions of paragraph 3 of the Protocol attached hereto shall be in force.

ARTICLE XXV. - MANAGEMENT RIGHTS

1. Except as provided in this Agreement nothing shall interfere with the right of the Employer in accordance with applicable law, rules and regulations to:

a. Carry out its statutory mandate and the goals assigned to municipalities, utilizing personnel, equipment, methods and means in the most appropriate and efficient manner possible.

b. Manage employees, to hire, promote, transfer, assign or retain employees and in that regard, establish work rules, in accordance with statutes.

c. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for good cause, or to lay off

employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient.

ARTICLE XXVI. - RULES AND REGULATIONS

1. Proposed new work rules or modifications of existing rules governing working conditions which do not involve matters of managerial prerogative shall be posted five (5) days in advance and negotiated with the Association before the new rules or modifications are implemented.

ARTICLE XXVII. - NO STRIKE - NO LOCKOUT

1. During the term of this Agreement neither the Association nor any of its members shall engage in any job action, strike, work stoppage or slowdown, or any illegal interference with the operation of the Employer.

2. The Association agrees that it shall use its best efforts to prevent acts forbidden herein, on the part of any employee or group of employees and, in the event any of such acts take place by an employee, the Association agrees it will use its best efforts to cause an immediate cessation thereof or picketing during each employee's tour of duty.

3. The Employer will not engage in any lockout of employees covered by this Agreement during the term of the Agreement.

ARTICLE XXVIII. - SEPARABILITY

1. In the event that any provision of this Agreement is adjudicated illegal or unenforceable, then the remaining provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIX. - TERM OF AGREEMENT

1. The term of this Agreement shall commence on January 1, 1981 and shall expire on December 31, 1982.

2. In the absence of written notice by either party to the other of its intention to negotiate a new Agreement, this Agreement shall automatically be renewed for the next succeeding year and from year to year thereafter, until such time as notice of intention to negotiate a new Agreement is given. Only economic issues shall have retroactivity to January 1, 1981.

ARTICLE XXX. - ENTIRE AGREEMENT

1. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and includes and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. This Agreement may be altered, changed, added to, deleted from or modified only by voluntary mutual consent of the parties in a written and signed amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST:

BOROUGH OF RIVER EDGE

by

Angela D. Grillo
ANGELA D. GRILLO
BOROUGH CLERK

by

William F. Doyle
WILLIAM F. DOYLE, MAYOR

WITNESS:

COUNCIL NO. 5, NEW JERSEY CIVIL
SERVICE ASSOCIATION

by

by

Agnita Hastings
AGNITA HASTINGS, PRESIDENT

RIVER EDGE BLUE COLLAR
WORKERS CHAPTER

by

Michael Marion
MICHAEL MARION

MINIMUM AND MAXIMUM
RATES OF PAY (\$) FOR JOB TITLES

<u>JOB TITLE</u>	<u>1981</u> <u>MIN.</u>	<u>1981</u> <u>MAX.</u>	<u>1982</u> <u>MIN.</u>	<u>1982</u> <u>MAX.</u>
MECHANIC	12,580.	17,834.	13,838.	19,034.
EQUIPMENT OPERATOR	11,220.	15,960.	12,342.	17,160.
GENERAL REPAIRER & MAINTENANCE	11,220.	15,960.	12,342.	17,160.
LABORER II.	8,330.	12,740.	9,163.	13,940.
LABORER I.	8,000.	10,663.	8,800.	11,863.

ANNUAL RATES OF PAY FOR EMPLOYEES

<u>EMPLOYEES</u>	<u>JOB TITLES</u>	<u>JANUARY 1, 1981 ANNUAL RATES 1</u>	<u>JAN. 1, 1982 ANNUAL RATES 2</u>
P. TOZZI	MECHANIC	17,834.	19,034.
J. DOOLEY	EQUIPMENT OPERATOR	14,625.	15,825.
M. MARION	EQUIPMENT OPERATOR	14,625.	15,825.
H. SHANER	GENERAL REPAIRER	15,960.	17,160.
H. STABELL	LABORER II.	12,300.	13,500.
A. PORCO	LABORER II.	12,740.	13,940.
C. LEISHMAN	LABORER II.	10,663.	11,863.
K. MCGRATH	LABORER/TRAINEE	9,750.	10,950.
K. FUGAZZI	LABORER/TRAINEE	9,750.	10,950.

No later than 30 days after the date of this Agreement the employees shall be paid a lump sum payment in the amounts set forth below, which payment is in full settlement of all salary claims for 1980. The adjustments for 1980 shall increase the 1981 annual rates.

P. TOZZI and H. SHANER	\$100.00
J. DOOLEY and M. MARION	250.00
H. STABELL and J. BERGIN	
A. PORCO and C. LEISHMAN	300.00

1. 1980 annual rates plus agreed upon variable rate adjustments as set forth above and \$1,000.00 across the board increase.

2. 1981 annual rates plus \$1,200.00 across the board increase.

PROTOCOL TO THE COLLECTIVE
BARGAINING AGREEMENT

between

THE BOROUGH OF RIVER EDGE

and

COUNCIL NO. 5, NEW JERSEY
CIVIL SERVICE ASSOCIATION

and

RIVER EDGE BLUE COLLAR
WORKERS CHAPTER

A. If the Employer suspends or discharges an employee pursuant to Article XXV., then written notice of such action shall be sent to the Union with two (2) days of the action.

B. If the suspended or discharged employee, or the Union acting on behalf of such employee, wish to grieve the Employer's action pursuant to Article IV., then the Mayor and Council shall hold a meeting within 14 days of the receipt of the grievance.

ARTICLE XXIV. - EMERGENCY WORKING CONDITIONS

1. In the event the Employer declares that an emergency exists due to either weather conditions, such as snow fall or ice accumulation, then the Employer may immediately adjust starting and ending hours of work and schedules for the duration of the emergency. Work performed in excess of eight (8) hours during any day of an emergency shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

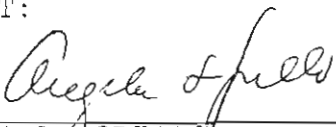
2. The Association recognizes that in the event of a snow emergency, employees have an obligation to make themselves available to the Borough for emergency snow removal duties.

3. In the event that employees are called into work during a

snow emergency, all overtime worked during such snow emergencies shall be compensated at seventy-five cents per man, per hour in addition to overtime pay paid pursuant to this Agreement.

4. In the event of a call in for snow emergency work, if an employee cannot be reached and does not report to work, this incident shall be noted in the employee's file and a copy of such notice shall be served on the employee. In the event an employee is called on a second incident and cannot be reached and does not report to work, the employee shall receive a warning notice which shall be included in his file. If an employee cannot be reached and does not report to work a third time, the Borough may forward a written reprimand to the employee and include a copy of the reprimand in the employee's file. If an employee cannot be reached and does not report to work a fourth time, the employee may be subject to disciplinary action unless the employee can demonstrate good cause for his failure to respond. This policy shall apply for the contract period of this Agreement.

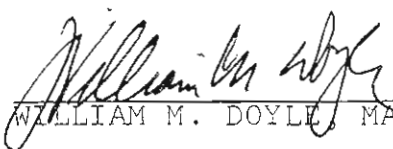
ATTEST:



ANGELA L. GRILLO,
BOROUGH CLERK

BOROUGH OF RIVER EDGE

by:




WILLIAM M. DOYLE, MAYOR

WITNESS:

COUNCIL 5, NEW JERSEY
CIVIL SERVICE ASSOCIATION

by:



AGNITA HASTINGS,
PRESIDENT

RIVER EDGE BLUE COLLAR
WORKERS CHAPTER

by:



MICHAEL MARION