

3-0544

02-22

A G R E E M E N T

Between

BOROUGH OF GLEN ROCK,  
BERGEN COUNTY, NEW JERSEY

and

NORTH JERSEY JOINT BOARD,  
AMALGAMATED CLOTHING AND  
TEXTILE WORKERS UNION, AFL-CIO

*(Maintenance Employees)*

X JANUARY 1, 1980 -through- DECEMBER 31, 1982

LAW OFFICES:

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RUTGERS UNIVERSITY

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ARTICLE I

PREAMBLE

This AGREEMENT entered into this .            day of  
19    , by and between the BOROUGH OF GLEN ROCK, in the County  
of Bergen, New Jersey, a municipal corporation of the State of  
New Jersey (hereinafter called the "Borough"), and NORTH JERSEY  
JOINT BOARD, AMALGAMATED CLOTHING AND TEXTILE WORKERS UNION,  
AFL-CIO, (hereinafter called the "Union"), represents the  
complete and final understanding on all bargainable issues  
between the Borough and the Union.

ARTICLE II

*Asst. Controller*

RECOGNITION

A. The Borough, pursuant to Public Employment Relations Commission, Docket No. RO-76-87, recognizes the Union as the representative for the purposes of collective negotiations for all full time blue collar employees employed by the Borough, but excluding all other employees, clerical employees, Policemen, managerial executives, professionals, craftsmen, confidential employees and supervisory employees within the meaning of the Act, and all other employees of the Borough of Glen Rock.

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

### ARTICLE III

#### DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct the Union monthly membership dues from the salaries of those employees covered by this Agreement who individually request in writing that such deductions be made. Such deductions shall be made in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(c), as amended. Said monies shall be transmitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the fifteenth (15th) day of each month of the succeeding month after the deductions were made.

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

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

*Sumner*

ARTICLE IV  
MANAGEMENT RIGHTS

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

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

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A or any other National, State, County or Local Laws or Ordinances.

ARTICLE V  
GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement and of those policies, agreements or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:



Step One:

(a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Superintendent, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

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

Step Two:

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

(b) The Director shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Business Administrator who shall review the matter and make a determination within thirty (30) days from the receipt of the grievance.

Step Four:

(a) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

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

(c) The cost of the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses including but not limited to the presentation of witnesses shall be paid by the party incurring same.

(d) However, no arbitration hearing shall be held sooner than thirty (30) days after the final decision of the Administrator. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration and the Union shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the Borough

elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be canceled and the matter withdrawn from arbitration and the Borough shall pay whatever costs may have been incurred in processing the case to arbitration.

D. Miscellaneous Provisions

1. Where the word "days" is used in this Article, it shall be construed as meaning working days.

2. If the Borough fails to answer a grievance within the prescribed time limits set forth herein, the Union may immediately process the grievance at the next step of the grievance procedure and if the grievance is not timely processed to the next step within the time limits, it shall be deemed to be abandoned.

3. Union stewards will be allowed the necessary time off to investigate and process grievances and attend grievance meetings, including arbitration proceedings, without loss of pay.

ARTICLE VI

UNION BULLETIN BOARD

A. The Borough will supply and maintain a bulletin board specifically marked for Union notices, upon which the Union may post notices of Union meetings and activities which have been signed by the Shop Chairman of the Local Union. In no event, however, shall any material which is deemed by the Superintendent to be detrimental to the good order of the Department be posted on the bulletin board.

ARTICLE VII

SAFETY

A. The Borough agrees to provide a safe and healthy working environment for its employees in conformance with all local, state and federal safety laws.

ARTICLE VIII

JURY DUTY PAY

A. Employees called for jury duty shall be granted leave with pay less any compensation they may receive for attending said court proceedings.

ARTICLE IX

SENIORITY

A. Seniority is defined as the length of continuous service with the Borough. An employee's continuous service shall be broken for the following reasons:

1. Quitting voluntarily
2. Discharge for just cause
3. Retirement
4. Failure to return to work after being recalled from a layoff within one (1) week after being notified by certified mail to return to work, a copy of said letter being furnished to the Union.
5. Failure to return to work after the expiration of a leave of absence; without good cause.

B. An employee on sick leave status shall continue to maintain and accumulate seniority.

C. The Borough agrees to furnish the Union with a current seniority list every six (6) months.

ARTICLE X  
NO STRIKE CLAUSE

A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. The instant Bargaining Unit Employees covenant and agree that they will not cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough.

C. The UNION agrees that it will not authorize any strike during the life of this Agreement. It is understood and agreed, however, that any strike not expressly authorized or ratified in writing by the General President of the Union shall be deemed for all purposes an unauthorized strike for which there shall be no liability on the part of the Union, its Local Unions, or Joint Boards. The Union will actively discourage any of its members or persons acting in their behalf or other employees from taking part in any strike, slowdown, walkout or job



action interfering with the normal operations of the Borough and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees.

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

ARTICLE XI

CONDOLENCE PAY

A. The Borough agrees that an employee who suffers a death in his immediate family shall be granted three (3) consecutive days off without loss of regular pay including the day of the funeral. Immediate family shall be defined as the employee's spouse, parents, children, brothers and sisters, or the spouse's parents, children, brothers and sisters; in addition, any relative living under the same roof.

B. The Borough agrees to grant one (1) day off with pay reduced from sick leave to an employee in the event of a death of his grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, parent-in-law or grandparent-in-law.

ARTICLE XII

WAGES AND RATES OF PAY

A. Employees in the Department of Streets and Roads shall be paid on an hourly basis pursuant to Appendix A of this Agreement attached to and made a part hereof.

B. Employees in the Department of Solid Waste shall be paid on a per diem basis pursuant to Appendix B of this Agreement attached to and made a part hereof.

C. In addition to their regular wages, every employee in the bargaining unit shall be paid longevity pay, reimbursed quarterly according to the following schedule:

After 4 years	-	2%
After 8 years	-	4%
After 12 years	-	6%
After 16 years	-	8%
After 20 years	-	10%
After 24 years	-	12%

Newly hired employees hired after the effective date of this Agreement shall not be qualified at any time for longevity payments.

D. In the event of temporary transfer to a lower paying classification, the employee shall suffer no loss in pay.

E. An employee assigned the duty of tree climbing shall be paid an additional twenty-five (25¢) cents per hour pro rated while performing such work.

ARTICLE XIII

VACATIONS

A. Effective January 1, 1978, the following vacation schedule shall be in effect:

1 to 7 full years of service	-	10 days vacation
8 full years of service	-	11 days vacation
9 full years of service	-	12 days vacation
10 full years of service	-	13 days vacation
11 full years of service	-	14 days vacation
12 to 15 full years of service	-	15 days vacation
16 full years of service	-	16 days vacation
17 full years of service	-	17 days vacation
18 full years of service	-	18 days vacation
19 full years of service	-	19 days vacation
20 full years of service	-	20 days vacation

B. Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to his vacation leave.

D. An employee who becomes hospitalized during his vacation will not be charged vacation leave for his period of hospitalization provided he furnished a doctor's excuse to the Borough.

E. Any employee separated from the service of the Borough for any reason prior to taking his vacation, shall be compensated for the unused vacation leave he has accumulated up to the time of separation.

Article XIII continued:

F. The existing vacation program shall remain in effect until the program set forth in Section A becomes operative, and the vacation period shall run from January 1st to December 31st of each calendar year. An employee shall be entitled to advance to the next step of the vacation program upon the achievement of his anniversary date of employment.

ARTICLE XIV

CALL TIME

A. A minimum of two (2) hours of pay, at the rate of one and one-half (1 1/2) times his regular rate of pay shall be paid to each employee who is called in for emergency work, including snow removal, at other than his regular shift. This shall be paid in addition to stand-by pay.

B. Effective January 1, 1977, the stand-by crew shall consist of two (2) men.

ARTICLE XV

HOLIDAYS AND PERSONAL DAY

A. Effective immediately the following twelve (12) days are hereby designated as holidays:

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

B. If a designated holiday falls on a Sunday, it shall be observed on the following Monday, and if a designated holiday falls on a Saturday, said holiday shall be observed on the preceding Friday.

C. Employees who work on a recognized holiday shall be paid for each hour worked at the rate of one and one-half (1 1/2) times their hourly rate of pay in addition to holiday pay as provided in Section A.

D. Commencing January 1, 1981, each employee will be entitled to one (1) personal day per year non-accumulative. The employee desiring to take a personal day must notify his supervisor at least three (3) working days in advance except in cases of extreme emergency.



ARTICLE XVI

DISCIPLINE AND DISCHARGE

A. The Borough reserves the right to take disciplinary action for just cause. In the event of any disciplinary action taken against an employee, the Borough agrees to simultaneously furnish a copy of said discipline to the Local Shop Chairman.

B. An employee may appeal a suspension or discharge beginning at Step Two of the Grievance Procedure.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

A. Department of Streets and Roads

1. The hours of work shall be eight (8) continuous hours per day and forty (40) hours per week. The work week shall be Monday through Friday.

2. The work week shall normally commence on Monday morning at 7:00, (except Sweeper and Stripe Crews occasionally), and shall end at 3:30 p.m. on Friday.

3. It is agreed that all employees shall be granted one (1) paid fifteen (15) minute rest period and one (1) thirty (30) minute unpaid lunch period each day.

4. Overtime shall be equalized within the Department where practicable.

5. One and one-half (1 1/2) times the employee's hourly rate of pay shall be paid for:

- a. Any hours worked in excess of eight (8) hours in any one (1) work day.
- b. Any hours worked in excess of forty (40) hours in any one (1) work week.
- c. Any hours worked on Saturday.

6. For any hours worked on Sunday, employees shall be paid at two (2) times their hourly rate of pay.

7. There shall be no pyramiding of overtime pay.

B. Department of Solid Waste

1. Employees shall work until they have completed their regular work.

2. The work week shall commence on Monday morning at 7:00 and the incentive system shall be maintained.

3. One and one-half (1 1/2) times the employees hourly rate of pay shall be paid for:

a. Any hours worked in excess of eight (8) hours in any one (1) work day.

b. Any hours worked in excess of forty (40) hours in any one (1) work week.

c. Any hours worked on Saturday.

4. For any hours worked on Sunday, employees shall be paid two (2) times their hourly rate of pay.

5. For Solid Waste employees, whenever the term "hourly rate of pay" is utilized in this Agreement, it shall be construed to mean the regular per diem rate divided by eight (8).

6. Overtime shall be equalized within the Department where practicable.

7. There shall be no pyramiding of overtime pay.

ARTICLE XVIII

SICK LEAVE

A. Employees shall continue to accumulate twenty (20) sick days per year with a maximum accumulation of one hundred and twenty (120) days, pursuant to the provisions of the present Ordinance #763 Chapter 5.

B. At an employee's normal retirement, he shall receive fifty (50) per cent of his unused sick leave at his regular rate of pay.

C. Reporting of Absence on Sick Leave:

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified each day within thirty (30) minutes of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

2. Failure to so notify his supervisor may be cause of a denial of the use of sick leave for that absence and constitute cause for disciplinary action.

D. Verification of Sick Leave:

1. An employee who has been absent on sick leave for two (2) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

2. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE XIX

LAYOFFS AND RECALL

A. In the event the Borough deems a layoff to be necessary said layoffs will be made in the inverse order of seniority with the least senior employee of the Borough the first to be laid off.

B. Recalls shall be made in the reverse order of Section A.; and in addition, no new employees may be hired by the Borough until all laid off employees have been recalled.

C. There shall be no layoffs for economic reasons in calendar year 1977. This shall not preclude the employer from taking any appropriate disciplinary action.

D. Any layoffs and/or subsequent recalls shall take place in strict accord with statutory requirements only.

ARTICLE XX

LEAVES OF ABSENCE

A. It is mutually understood and agreed by the Borough and the Union that unpaid leaves of absence, upon expiration of accumulated sick leave, may be granted upon application for reasons of sickness or disability in the discretion of the Borough which shall not be grievable. It is further understood that during such leaves of absence seniority shall be maintained and accumulated.

B. Employees of the Borough shall have the right to make application for unpaid leave of absence in pursuit of personal cause for a period not to exceed ninety (90) days. Said leaves will be granted by the Borough in its discretion which shall not be grievable, and seniority shall be maintained and accumulated.

C. Any employee entering the military service shall be required to obtain a written unpaid leave of absence. It is agreed that the seniority rights of any employee who volunteers or is drafted into the United States Armed Forces, or is commandeered by the Government into some other industry shall be maintained and said employee shall be returned to his former position within thirty (30) days after his discharge.

D. One (1) elected delegate shall be granted up to ten (10) days unpaid leave to attend a Union convention.

E. Records shall be kept on all leaves of absence granted by the Borough and shall be made available to the Union.

ARTICLE XXI

VACANCIES AND NEWLY CREATED JOBS

A. All vacancies and newly created jobs shall be posted for a period of one (1) week on the Union Bulletin Board to give employees opportunity to make application for said job to be considered by Borough.

B. Such vacancies and newly created jobs shall be filled by the Borough and ability to perform and seniority shall be the factors in the decision in order of priority for the filling of said position.

C. An employee transferred to a newly created job or to fill a vacancy pursuant to Sections A. and B. shall, prior to the completion of thirty (30) calendar days on the new job, have the right to return to his former job and the Borough shall have the right to transfer him back to his old job within said thirty (30) days.

D. The Borough shall have the right to set the wage rates for all newly created jobs subject to negotiation with the Union. The Borough shall provide the Union two (2) weeks notice of the creation of the position during which time negotiations will commence concerning the job rate. The Borough may fill the position after two (2) weeks notice and upon eventual agreement, all conditions which are agreed upon shall be retroactive to the date the position was filled.



ARTICLE XXII

UNIFORMS AND SHOES

A. The Borough shall provide uniforms at no cost to the employees. In addition, the Borough agrees to continue paying for the laundering of said uniforms and to provide every employee in the bargaining unit with five (5) uniforms weekly for such purpose.

B. Effective January 1, 1977, for each year thereafter the Borough shall reimburse each employee in the unit up to \$25.00 annually for the purchase of safety shoes which shall be worn while working.

ARTICLE XXIII

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin or political affiliation.

ARTICLE XXIV

HEALTH INSURANCE

A. The Borough may, at its option, change any of the existing plans or carriers so that substantially similar benefits are provided.

ARTICLE XXV

SUCCESSORS

A. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

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

ARTICLE XXVII

COMPLETENESS OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXVIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1980, and shall be in effect to and including December 31, 1982. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Glen Rock, New Jersey, on this 3<sup>RD</sup> day of JAN., 1980.

NORTH JERSEY JOINT BOARD  
TEXTILE WORKERS UNION OF  
AMERICA, AFL-CIO

BOROUGH OF GLEN ROCK,  
BERGEN COUNTY, NEW JERSEY

By: James A. Dillon

BY: Charles C. Lopez  
MAYOR

Witness:  
Frank M. Lucas  
Ronald Salafu  
John S. Lakella

Witness:  
Robert [Signature]

APPENDIX A



APPENDIX A  
D.P.W. WAGE SCHEDULE  
1980 - 1981 - 1982

As agreed, a 7.0 percent for 1980, a 7.5 percent for 1981, and an 8.0 percent for 1982. Said increases to be calculated on an average weighted hourly rate as follows, for the three years:

Streets  
& Roads

1.  $\frac{1980 - \$98.31}{15} = \$6.55 \times 7.0\% = \underline{\underline{.46\phi}}$

Foreman	6.84 + .46 =	<u>7.30</u>
Mechanics	7.31 + .46 =	<u>7.77</u>
Asst. Mechanic	6.62 + .46 =	<u>7.08</u>
Leadman	6.44 + .46 =	<u>6.90</u>
Laborers	6.38 + .46 =	<u>6.84</u>

2.  $\frac{1981 - 105.21}{15} = \$7.01 \times 7.5\% = \underline{\underline{.53\phi}}$

Foreman	7.30 + .53 =	<u>7.83</u>
Mechanic	7.77 + .53 =	<u>8.30</u>
Asst. Mechanic	7.08 + .53 =	<u>7.61</u>
Leadman	6.90 + .53 =	<u>7.43</u>
Laborers	6.84 + .53 =	<u>7.37</u>

3.  $\frac{1982 - 113.16}{15} = 7.54 \times 8.0\% = \underline{\underline{.60\phi}}$

Foreman	7.83 + .60 =	<u>8.43</u>
Mechanic	8.30 + .60 =	<u>8.90</u>
Asst. Mechanic	7.61 + .60 =	<u>8.21</u>
Leadman	7.43 + .60 =	<u>8.03</u>
Laborer	7.37 + .60 =	<u>7.97</u>

Solid Waste

1.  $\frac{1980 - 75.20}{12} = 6.27 \times 7.0\% = \underline{\underline{.44\phi}}$

Drivers	6.70 + .44 =	<u>7.14</u>
Loaders	6.05 + .44 =	<u>6.49</u>

2.  $\frac{1981 - 80.48}{12} = 6.71 \times 7.5\% = \underline{\underline{.50\phi}}$

Drivers	7.14 + .50 =	<u>7.64</u>
Loaders	6.49 + .50 =	<u>6.99</u>

3.  $\frac{1982 - 86.48}{12} = 7.21 \times 8.0\% = \underline{\underline{.58\phi}}$

Drivers	7.64 + .58 =	<u>8.22</u>
Loaders	6.99 + .58 =	<u>7.57</u>

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