

A G R E E M E N T

between

BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY

AND

UNITED BOROUGH EMPLOYEES

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JANUARY 1, 1994 through December 31, 1995

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PREAMBLE

This AGREEMENT entered into this day of *September 6, 1994* by and between the BOROUGH OF MONTVALE in the County of Bergen, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and UNITED BOROUGH EMPLOYEES (hereinafter called the "Union").

ARTICLE I

RECOGNITION

A. The Borough recognized the Union as the Representative for the purposes of collective negotiations for all regular full time blue collar employees employed by the Borough, but excluding clerical employees, policemen, managerial executives, professionals, craftsmen, confidential employees and supervisory employees within the meaning of the Act.

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

ARTICLE II

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, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;

4. To establish a code of rules and regulations of the Department for the operation of the Department.

B. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or ordinances.

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1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its employees;

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3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;

4. To establish a code of rules and regulations of the Department for the operation of the Department.

B. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in

ARTICLE III

DATA FOR FUTURE BARGAINING

A. The Borough agrees to make available to the Union all relevant public data that the Union may require to bargain collectively.



ARTICLE IV

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 the terms and conditions of this Agreement, or any rule or regulation affecting employment conditions, 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 constitutes 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 in writing under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Superintendent, for the purpose of resolving the matter informally. Failure to act within the said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The Superintendent shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his grievance with the Councilman in charge of the Road Department within five (5) days following the determination at Step One.

(b) The Councilman in charge of the Road Department shall render a decision in writing within ten (10) 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 Mayor and Council who shall review the matter and make a determination within thirty (30) days from the receipt of the grievance. However, if the employee or the union is not satisfied, then either shall

have the right to seek resolution of the matter by a plenary hearing in a Court of competent jurisdiction.

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.

ARTICLE V

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.

B. No matter may be posted without receiving permission of the officially designated Union representative. Any bulletins deemed detrimental to operations may be rejected for posting by the Supervisor. However, approval for posting shall not be unreasonably withheld.

ARTICLE VI

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 for a maximum of three (3) weeks.

ARTICLE VII

MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of State statute, and other applicable provisions of this Agreement.

ARTICLE VIII

UNION REPRESENTATIVES

A. The employer recognizes the right of the Union to designate one (1) representative for the enforcement of this Agreement. The Union shall furnish the employer, in writing, the name of the representative and notify the employer of any changes.

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

1. The presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;

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

C. When requested by management, the designated Union representatives should be granted time, with pay, during working hours to seek to settle grievances and to attend all meetings and conferences on contract negotiations with Borough officials.

ARTICLE IX

EMPLOYEES' BASIC RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, the employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Union and its affiliates, for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. Employees shall also have the right to refrain therefrom.



ARTICLE X

EXCLUSIVITY OF UNION REPRESENTATION

A. The employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Union with regard to the categories of personnel covered by the said memorandum of agreement, during the term of this Agreement.

ARTICLE XI

HOURLY RATE

A. To compute the base hourly rate of any employee, his annual base salary shall be divided by 2080 hours.

ARTICLE XII

WORK-INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough, in its discretion, may continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Mayor and Council may reasonably require the said employee to present such certificates from time to time.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgement in the Division of Worker's Compensation, establishing such further period of disability, and such findings by the Division of Worker's Compensation, or by the final decision of the last reviewing Court, shall be binding upon the parties.

D. For the purpose of this Article, injury or illness incurred while the employee is attending a Borough sanctioned training program, shall be considered in the line of duty.

Work-Incurred Injury (continued):

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave, or as an injury-on-duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgement, or if there is an appeal therefrom, the final decision of the last reviewing Court.

F. An injury-on-duty requiring time off for treatment, recuperation or rehabilitation, shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XIII

LEAVE OF ABSENCE

A. All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

B. The employee shall submit in writing all the facts bearing on the request, to his supervisor, who shall append his recommendations and forward the request to the Borough Council. The Borough Council shall consider each case on its merits and without establishing a precedent. Should the Borough deny an employee's request for a leave of absence, the Borough shall provide reasons therefore.

C. The leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave, in the case of illness or his vacation leave, if leave without pay is requested for reasons other than illness.

D. At the expiration of such leave, the employee shall be returned to the position from which he is on leave, and will receive, as of the date of his return, all benefits he would have received had he not taken the leave.

E. Seniority shall be retained and shall accumulate during all such leaves.

ARTICLE XIV

MEDICAL COVERAGE

A. The Borough shall provide and pay for hospitalization coverage, medical/surgical and major medical coverage as provided under the New Jersey State Health Benefits Plan for employees covered by this Agreement, and their families, consistent with the existing coverages issued by the Borough.

B. The Borough shall have the right to change insurance providers as long as equivalent provisions are provided and shall inform the Employees prior to the implementation of any change in carrier. Effective July 1, 1992 the Borough changed insurance provider to the Bergen Municipal Employees Benefits Fund for medical, hospitalization, major medical, prescription and vision.

C. Effective 7/1/84, the Borough shall provide a full family prescription plan.

D. Effective 7/1/85, the Borough shall provide a full family dental plan to include an 80/20 co-payment plan with an orthodontic rider of a maximum of \$500.00 per family member.

ARTICLE XV

LIFE INSURANCE

A. The Borough will provide, at its own cost and expense and without cost to the employees, a \$15,000 life insurance policy of the same nature as the one in existence.

ARTICLE XVI  
PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Borough Clerk or other suitable place.

B. Any employee may, by appointment, review his personnel file. This appointment for review must be made to the designated Borough representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it, if he so desires, and he shall be permitted to place rebuttal in his file.

D. All personal history files will be carefully maintained and safeguarded. Nothing placed in any file shall be removed therefrom, except upon agreement between the individual and the Borough.



ARTICLE XVII

MILITARY LEAVE

A. Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted, in accordance with the laws applying to such cases.

ARTICLE XVIII

SENIORITY AND PROMOTIONS

A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in cases of promotions, layoffs and recalls. In all cases, however, ability to perform the work in a satisfactory manner and qualifications shall be a factor in designating employees to be so affected.

B. The seniority of an employee is defined as the length of continuous uninterrupted service as a bargaining unit employee, including any periods of approved leave of absence, dating back to his/her last date of hire.

C. In the event of layoffs or rehiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority, provided the more senior employee is able to do the available work in a satisfactory manner, and provided that he has the proper qualifications.

D. When promotions to a higher labor grade or transfers to another grade within the bargaining unit are in order, the Borough shall make such promotions or transfer from its regular employees; considerations for such promotions or transfers shall be based upon seniority and ability to perform the work and qualifications. However, if an employee so promoted or transferred is not deemed qualified after a thirty (30) day trial period, the Borough may remove him and retransfer him to his former position.

E. The Borough agrees to post all job openings for any position on the bulletin board at the garage. Employees may apply, if qualified, as the requirements of the job opening dictates.

*Handwritten signature/initials*

ARTICLE XIX

PENSION

A. The Borough shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey, more particularly N.J.S. 43:1 et seq.

ARTICLE XX

DISCIPLINE

A. Any employee may be appropriately disciplined for violation of rules and regulations and may be discharged for good and just cause, all subject to and pursuant to applicable State law.

ARTICLE XXI

FUNERAL LEAVE

A. In the event of the death of an employee's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, or step-child, the said employee shall not be required to work on any of the three (3) calendar days immediately following the date of death and shall not lose pay for such time off.

B. Days in addition to the above may be granted, as determined in the discretion of the Superintendent of the Department. If such additional days are granted, however, they shall be charged against the employee's vacation or sick leave or other available time.

ARTICLE XXII

TERMINAL LEAVE

A Terminal leave program shall be implemented as follows:

One half of all unused sick days in any year shall be deposited in a terminal leave bank to a maximum of seventy-five (75) working days. Upon retirement, employees covered by this agreement will be entitled to time off with full compensation and benefits commensurate with the total number of days accumulated.

ARTICLE XXIII

CALL IN TIME

A. A minimum of one (1) hour's pay , at the rate of time and one-half (1-1/2) the regular rate of pay, shall be paid to each employee who is called in for emergency work at other than his regular shift. Time worked in excess of the first hour, of at least ten (10) minutes duration, shall be paid to the next half hour. This shall be paid in addition to stand-by pay.

B. Stand-by pay shall be paid to an individual who is on stand-by at the rate of One Hundred Fifty (\$150.00) Dollars per week during this contract period.

C. Any time a stand-by employee is called, he must respond to the scene within one half hour of the time he is paged by the dispatcher or notified by the Dispatcher, Administrator or Road Superintendent.

D. Any time a second man is needed for an emergency calling, he shall receive a minimum of two (2) hours of overtime.

ARTICLE XXIV

HOLIDAYS

A. Employees in the bargaining unit shall be entitled to the following paid holidays.

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Election Day
Independence Day	Christmas Day
Labor Day	Christmas Eve 1/2 day
Columbus Day	New Year's Eve 1/2 day

B. On certain holidays the Department of Public Works will remain open for business. These holidays include:

Washington's Birthday  
Columbus Day  
Election Day  
Veteran's Day  
Good Friday

A minimum staffing level, consisting of two (2) laborers and one (1) supervisor, shall constitute the minimum work force on the above listed holidays, that the Department of Public Works will remain open for business. Employees, subject to the approval of the Public Works Superintendent, have the following options with respect to these holidays:

1. Take the day off with compensation.
2. Work the holiday at the normally scheduled hours and take a day off later in the year with the mutual consent of the Superintendent or Administrator.
3. Work the holiday at one and one half (1-1/2) the normal compensation rate plus the days pay without additional time off.

C. If an employee is required to work on a given holiday, he shall receive the holiday pay at straight time, plus time and one half (1-1/2 for the actual hours worked on the holiday.

D. If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the following Monday.

E. With respect to the two one-half day holidays, the holiday shall be celebrated on the last working day prior to the holiday. That is, if Christmas or New Year's Day should fall on a Sunday or Monday, employees covered under this agreement shall be entitled to their one-half day off on the Friday preceding the holiday.



ARTICLE XXV

MEDICAL EXAMS

A. In September, beginning with the calendar year 1978, the Borough shall provide to each covered employee a medical examination to be completed by the Borough's physician. The Borough shall pay for such medical examination each year.

B. If the employee chooses to use his own physician, the Borough shall pay for such physical, up to the limit of \$125 for a history and physical exam with doctor including blood chemistry, complete blood count and urinalysis tests.

C. If the employee chooses, the Borough shall permit the employee to elect not to have a physical done in any calendar year and apply the amount to a more detailed physical the following year. The employee will then provide the municipality with a complete copy of the physical examination report as provided by the physician.

ARTICLE XXVI

PERSONAL LEAVE TIME

A. After one (1) year of service with the Borough employees covered under this Agreement shall be entitled to two (2) days per calendar year during which he may be absent from duty for the purpose of taking care of and providing for business affairs, family affairs, and personal problems, which cannot be attended to on their days off. The employee shall not be obligated to disclose the reason for requesting such personal time off.

B. Time under this Article may not accumulate from year to year. There shall be no more than two (2) such days in any calendar year.

C. Personal leave time granted in this Article may be utilized only after prior notification and approval by the Superintendent, which approval shall not be unreasonably denied.

D. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

ARTICLE XXVII

HOURS OF WORK

A. The normal work week shall be Monday through Friday from 7:00 A.M. to 3:30 P.M., including one-half (1/2) hour non-paid lunch break.

B. The Borough reserves the right to schedule, as their normal work-week, one employee to work Tuesday through Saturday 7:00 A.M. to 3:30 P.M. including one-half (1/2) hour non-paid lunch break. It is understood and agreed that the Borough has the exclusive right to schedule ~~only those~~ <sup>one employee to work</sup> ~~from among~~ <sup>this schedule</sup> employees hired as of January 1, 1994. ~~to this schedule~~ <sup>from among</sup>

*AKF 8/30/11*  
*Art*

C. The normal work week shall be forty (40) hours. Any work over forty (40) hours in a week, or eight (8) hours in a day shall be considered overtime and shall be compensated at time and one-half (1-1/2) the base hourly rate. There shall be no pyramiding of overtime, however, if an employee works on a holiday, any premium pay he may be entitled to for that day shall be in addition to any other overtime earned that week.

D. The Superintendent reserves the right to adjust schedules on proper notice to deal with certain emergency situations such as, but not limited to, snow.

E. There shall be two (2) fifteen (15) minute coffee breaks per eight (8) hours shift; one (1) in the morning and one (1) in the afternoon. The maximum time as per this paragraph shall be strictly adhered to and failure to so adhere shall be cause for disciplinary action.

ARTICLE XXVIII

UNIFORMS

A. The Borough shall provide the sum of \$525.00 during the contract coverage period for each covered employee of the bargaining unit for the purpose of purchase and maintenance of uniforms. It is agreed that members of the bargaining unit shall purchase uniforms as per the Superintendent's choice. Employees agree that they shall, at all times, wear their uniforms and said uniforms shall be maintained in a proper manner.

B. The mechanic shall have his uniforms cleaned professionally twice per year at Borough expense.

ARTICLE XXIX

SICK LEAVE

A. Employees shall be entitled to a maximum of ten (10) sick days per year.

B. In the event of a long-term illness or incapacitation of any employee covered under this Agreement, such employment shall be retained on the payroll at full salary for a continuous period of six (6) months (twenty-six (26) weeks) during the continuance of said illness or incapacitation.

C. After the expiration of the said six (6) month period, the Mayor and Council shall review the case on an individual consideration basis for the purpose of deciding whether such sick leave benefits should be continued, discontinued or modified, or whether such employee should be recommended for disability retirement.

In each and every instance of absence from duty due to sickness or injury, the employee will be responsible for timely notification to the Road Department of such absence and the reason therefore.

ARTICLE XXX

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.

ARTICLE XXXI

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 XXXII

PROBATIONARY PERIOD

A. The first six (6) months of employment of any employee shall be considered a probationary period. During said probationary period, the Borough shall have the right to dismiss such employee, and the employee or Union shall have no right to file any grievance related to such dismissal.



ARTICLE XXXIII

VACATIONS

A. Employees shall be entitled to vacations on the following schedule:

0 to 1 year of service	None
Not less than 1 year nor more than 2 years:	1 work week
Not less than 2 years nor more than 5 years:	2 work weeks
Not less than 5 years nor more than 10 years:	3 work weeks
More than 10 years:	4 work weeks

B. Employees shall submit, for approval by the Superintendent, their vacation requests by May 1st in any year.

ARTICLE XXXIV

SALARIES

A. The Borough shall not hire a full time employee at a rate less than \$5.00 per hour.

B. Effective the following dates, all full time, non-probationary employees shall be entitled to salary increases as set forth in Appendix A, hereto attached.

(Appendix A)

C. Probationary employees shall not be entitled to an increase until one year from the date of employment. However, upon mutual agreement of the Borough and the Union, the Borough may pay an increase at the beginning of the calendar year or other time period when all other members receive an increase.

D. No person shall be brought in from outside the Borough at a higher rate of pay than existing employees for the same job task.

ARTICLE XXXV

MEAL ALLOWANCE

A. Out of town compensation for personal vehicle use 25 cents a mile, plus tolls and parking fees.

B. Food Allowance for out of town travel shall be allowed up to a maximum of Twenty-one (\$21.00) Dollars per day and shall be reimbursed for same upon presentation of proper documentation and receipts.

ARTICLE XXXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1994, and shall be in effect to and including December 31, 1995. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, of a desire to change, modify or terminate the Agreement.

Both parties agree to reopen the contract for the expressed purpose to discuss employee medical benefits with regard to retired employees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Montvale, New Jersey on this 6<sup>th</sup> day of September, 1994.

UNITED BOROUGH EMPLOYEES

BOROUGH OF MONTVALE

BERGEN COUNTY, NEW JERSEY

BY:

BY:

Art Simpson  
Al F. March

[Signature]  
[Signature]

WITNESS:

WITNESS:

\_\_\_\_\_

[Signature]

BOROUGH OF MONTVALE, NJ  
APPENDIX A  
UNITED BOROUGH EMPLOYEES  
SCHEDULE OF BASE WAGES  
JANUARY 1, 1994 THROUGH DECEMBER 31 1995

1994		+4%	1994	1994	1994
Name	Position	Annual S&W	Weekly S&W	Hourly S&W	Overtime S&W
Candoni, G.	Laborer	28,597.50	549.95	13.75	20.62
Engelmann, A.	Laborer	36,168.70	695.55	17.39	26.08
Parrasch, A.	Mechanic	47,547.14	914.37	22.86	34.29
Peragallo, J.	Laborer	31,150.08	599.04	14.98	22.46
Sirignano, A.	Laborer	42,160.77	810.78	20.27	30.40
Steele, K.	Laborer	29,203.20	561.60	14.04	21.06
Waldt, G.	Laborer	27,342.85	525.82	13.15	19.72

1995		+4.5%	1995	1995	1995
Name	Position	Annual S&W	Weekly S&W	Hourly S&W	Overtime S&W
Candoni, G.	Laborer	29,884.39	574.70	14.37	21.55
Engelmann, A.	Laborer	37,796.30	726.85	18.17	27.26
Parrasch, A.	Mechanic	49,686.76	955.51	23.89	35.83
Peragallo, J.	Laborer	32,551.83	626.00	15.65	23.47
Sirignano, A.	Laborer	44,058.00	847.27	21.18	31.77
Steele, K.	Laborer	30,517.34	586.87	14.67	22.01
Waldt, G.	Laborer	28,573.28	549.49	13.74	20.61

Base hourly wage calculated using 2080 hours per year.  
Overtime hourly wage calculated at one and one-half hours.