

**AGREEMENT BETWEEN
THE BOROUGH OF ROSELLE
AND
LOCAL 702 PUBLIC EMPLOYEES SERVICE UNION**

Period of Contract: January 1, 1996 through December 31, 1998

TABLE OF CONTENTS

INTRODUCTION.....	1
ARTICLE 1 RECOGNITION.....	2
ARTICLE 2 MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS.....	3
ARTICLE 3 UNION REPRESENTATION.....	4
ARTICLE 4 SUPERVISORY AND OTHER EXCLUDED PERSONNEL.....	5
ARTICLE 5 DUES CHECK-OFF.....	6
ARTICLE 6 REPRESENTATION FEE IN LIEU OF DUES.....	7
ARTICLE 7 OVERTIME.....	9
ARTICLE 8 GRIEVANCE PROCEDURE.....	11
ARTICLE 9 BREAK IN SERVICE.....	14
ARTICLE 11 BEEPER PAY (also known as Standby Pay).....	16
ARTICLE 12 HIGHER JOB CLASSIFICATION AND TEMPORARY TRANSFERS....	17
ARTICLE 13 DISCIPLINE, SUSPENSION OR DISCHARGE.....	18
ARTICLE 14 UNIFORMS.....	19
ARTICLE 15 SANITARY CONDITIONS.....	20

ARTICLE 16	
UNION BULLETIN BOARD.....	21
ARTICLE 17	
WAGES.....	22
ARTICLE 18	
LONGEVITY COMPENSATION.....	23
ARTICLE 19	
HOLIDAYS AND PERSONAL DAYS.....	24
ARTICLE 20	
VACATION SCHEDULE AND CARRY OVER.....	26
ARTICLE 21	
SICK LEAVE/BUY BACK UNUSED SICK DAYS.....	28
ARTICLE 22	
FUNERAL LEAVE.....	30
ARTICLE 23	
JURY DUTY.....	31
ARTICLE 24	
NON-DISCRIMINATION.....	32
ARTICLE 25	
WORK ASSIGNMENTS.....	33
ARTICLE 26	
ON THE JOB INJURY.....	34
ARTICLE 27	
SEVERABILITY AND SAVINGS CLAUSE.....	35
ARTICLE 28	
SENIORITY.....	36
ARTICLE 29	
NOTIFICATION TO THE UNION.....	37
ARTICLE 30	
JOB POSTING.....	38

ARTICLE 31	
LAYOFFS.....	39
ARTICLE 32	
HEALTH INSURANCE.....	40
ARTICLE 33	
SAFETY.....	42
ARTICLE 34	
INSPECTION PRIVILEGES.....	43
ARTICLE 35	
TRAINING OPPORTUNITY.....	44
ARTICLE 36	
ENTIRE AGREEMENT.....	45
ARTICLE 37	
DURATION.....	46
IN WITNESS WHEREOF.....	47

INTRODUCTION

THIS AGREEMENT is reached and entered into this 22nd day of
SEPTEMBER 1997 by and between the BOROUGH OF ROSELLE
("Employer") and LOCAL 702, PUBLIC SERVICE EMPLOYEES UNION. ("Union").

ARTICLE 1
RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all matters involving terms and conditions of employment to the fullest extent allowed within the meaning of the New Jersey Employer-Employee Relations Act, NJSA 34:13A-A et seq., for all full time and part time Department of Public Works employees (sometimes referred to as "Employees or the "Unit") employed by the Borough of Roselle.

B. The employees referred to in Paragraph A above include but are not limited to employees in the following titles: Equipment Operator, Auto or Automotive Mechanic, Truck Driver, Laborer, and all other Public Works Employees or employees performing similar functions not excluded.

Excluded are the following titles: Superintendent of Public Works, Assistant Superintendent of Public Works, and clerical employees in the titles of Clerk or Clerk Typist.

ARTICLE 2

MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

Except as modified by the Agreement, the Employer reserves the rights of management which are preserved to it under New Jersey law, provided, however, that there shall be no new rules, or modifications of existing rules prior to negotiations and agreement with the Union. All prior policies and practices which have heretofore been provided to the benefit of employees in the unit shall be continued, and shall remain in full force unless modified by the Agreement.

ARTICLE 3
UNION REPRESENTATION

The Employer recognizes the right of Union to designate two employees to act on its behalf. These employees shall be known as the Union Chairperson and the Union Steward.

The Union Chairperson or the Union Steward or both shall be permitted, without loss of time or pay, to investigate, present, and process grievances and any contemplated or proposed disciplinary actions or hearings on or off the property of the Employer and to engage in other Union related activity. Such time spent in handling grievances or other Union activity shall be considered regular working hours in computing daily and/or weekly overtime.

ARTICLE

SUPERVISORY AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee (i.e. Superintendent or Assistant Superintendent or clerical employees) be permitted to perform any duties or work in titles or usually performed by employees covered by this Agreement. the duties of those in titles included under this Agreement, shall be performed only by persons working permanently on a full time or part time basis in those titles. Any persons who perform duties in higher titles in the unit shall be paid the pay in those higher titles. The latter sentence is not intended to limit the obligation of the Employer to hire full time employees for the titles covered by this Agreement.

ARTICLE 5
DUES CHECK-OFF

The Employer shall deduct from the regular weekly pay check of employees represented by the Union, the amount pro rata, of dues, initiation fees, assessments, and any other payments due to the Union from its employees.

ARTICLE 6

REPRESENTATION FEE IN LIEU OF DUES

A. Notice and amount of Fee.

If an employee in the bargaining unit is not a member of the Union during the term of this Agreement and during the period, if any, between successive agreements, such employee shall be required to pay a representation fee to the Union during such term or period. The purpose of the representation fee is to provide for payment to the Association a fee in lieu of dues for services rendered by the Union, and thereby offset the cost of services rendered by the Union as majority representative. In order to adequately offset the cost of service rendered by the Union, the representation fee shall be 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The foregoing 85% is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed.

B. The employer shall submit an up-to-date list of all employees in the Unit to the Union at least once each month. The Union shall submit to the employer a list of those employees in the Unit who are not members of the Association. The employer shall deduct from the salary of such employee in accordance with Paragraph (c) below, the full amount of the representation fee and shall transmit promptly the amount to be deducted by the Association. The Union shall notify the employer in writing of any changes in the list and/or the amount of the representation fee, and such changes shall be reflected in any deduction made.

C. Payroll Deduction Schedule.

The employer shall deduct a representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first paycheck paid ten days after the receipt of the aforesaid list by the employer or thirty days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first check past ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues paid to the Union by payroll deduction.

D. The purpose of this article is to provide for payment of representation fees as set forth in Chapter 477 P.L. 1979 of New Jersey or any amendments thereto, and anything herein which may be inconsistent with said law shall be deemed to be changed to conform with said law. The Union has represented that it has established a "demand and return" system pursuant to the foregoing law which is available to employees who pay the representation fee.

ARTICLE 7

OVERTIME

A. Overtime shall be any time worked in excess of the regularly scheduled work day, which is currently eight hours, and/or in excess of the regularly scheduled work week which is currently forty hours.

B. There will be no cessation in paid hours for meal time, which shall be paid, after periods of four hours of work.

C. When employees have worked for a period of ten consecutive work hours, in lieu of a rest period, the employee shall be paid two additional hours and be compensated therefore at the overtime rate when it is intended that the overtime period will continue after the relief period or other emergency.

D. The normal work schedule is Monday to Friday, 7 a.m. to 3:30 p.m., except from July 1 to September 30 when hours are 6 a.m. to 2:30 p.m.

E. Employees shall receive a minimum of three hours pay at time and one-half the hourly rate for each time called in, for anyone called in after normal working hours. If there are multiple call-ins during period of time, this minimum call in time shall be recycled, that is to say, a new minimum call-in of three hours at time and one-half shall apply. If the call-in involves actual time that is more than the minimum call-in, then all time worked shall be paid at the overtime rate. No employee shall be called in on call alone.

F. Double time shall be paid for any hours worked on New Year's Day, Thanksgiving, Christmas, Labor Day and Sunday. Double time is two times the hourly rate.

G. The hourly pay rate shall be two times the normal hourly rate for Saturday, Sunday and Holidays if the employee had worked the previous day or is scheduled to work the next day. There will be no cessation in paid hours for mealtime after periods of four hours worked. In other words, there will be pay for mealtime under those circumstances. When an employee has worked for a period of ten consecutive hours, in lieu of a rest period, the employee shall be

paid two additional hours and shall be compensated therefore at the overtime rate when it is intended that the overtime period shall continue after the relief or rest period or other emergency.

H. Overtime will be distributed equally among employees in same classification within the Department performing the same or similar operations. The Union, upon request, shall be allowed to inspect records of departmental overtime.

I. Overtime is voluntary and shall be assigned at least 48 hours in advance except in extreme emergencies.

J. There shall be a list made containing the name of each employee and his/her seniority status. The purpose of this list, which will be maintained by the Employer, will be to adequately document the order in which each employee may be called in for overtime in his/her classification.

ARTICLE 8

GRIEVANCE PROCEDURE

A grievance is any dispute or difference between the employees and the Union (as one group), and the Borough.

The following is the procedure for adjusting grievances between the Borough and employees and the Union with full opportunity for the Union and employees to present and be heard on grievances, with the expectation that same will be resolved at the earliest possible stage.

Should a grievance arise between the Borough and the Union or employees in the unit, such grievance shall be presented by either party (Union or Borough) to the Superintendent of the Department, as hereinafter set forth in Step 1, within no more than fifteen (15) days from the date on which the grievance came into being or was first known to the employee and processed in the manner set forth hereinafter:

No grievance may be submitted without Union approval.

STEP 1: The appropriate Union representatives, the aggrieved party, and the Superintendent of the Department and/or his representatives shall meet no later than ten (10) days after presentation of said grievance with a view toward a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date of the meeting, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Superintendent on a form provided by the Borough or other appropriate form for referral of same to Step 2.

STEP 2: Within fifteen (15) days from the date of submission of the written statement hereinbefore referred to, the appropriate Union Representatives, the aggrieved party, and the Borough Administrator shall meet with a view towards reaching a settlement of the dispute. Should an agreement not be reached within the fifteen (15) days from the date the grievance is presented to the appropriate parties

under step 2, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Borough Administrator on a form provided by the Borough or other appropriate form, for referral of same to step 3.

STEP 3: Within fifteen (15) days from the date of submission of the written statement herein before referred to, the appropriate Union representatives, the aggrieved party, and Mayor and Council shall meet with a view towards reaching a settlement of the dispute. Should an agreement not be reached within two (2) weeks from the date the grievance is presented to the appropriate parties under Step 3, the Union, through its designated representatives, may submit the grievance to the New Jersey State Public Employment Relations Commission for assignment of an arbitrator.

The reasonable expenses of the Arbitrator herein before referred to shall be borne equally by the Borough and the Union, and the reasonable expenses of the witnesses called by one or the other of the parties to the grievance shall be borne by them respectively.

Nothing in the within grievance procedure shall eliminate, repeal, or modify local ordinances, procedures, or Civil Service procedures, regarding disciplinary action filed against an individual member of the Department for violation of the Department's rules and regulations.

The time limits set forth in items 1,2 and 3 may be waived by mutual agreement of both parties and where due to circumstances beyond their control, either party may request an extension of time but in no case shall a meeting date be later than thirty (30) days in each step from the date of presentation of the grievance.

Additional meetings in each step may be held by mutual consent with a view to reaching an agreement at the lowest possible step and that the Borough Administrator

and the Superintendent of the Department or his representatives may be present at any or all meetings.

An employee or employee representative shall be granted time off with pay for the purpose of attendance at grievances and hearings.

In the event that the Union requires that attendance of witnesses employed by the Borough at said hearing or grievance, the Borough agrees to release the witnesses as requested, if same can be done without detriment to the public good, without penalty to such witness; similarly, in the event the Borough requires the attendance of witnesses at said hearing who are members of the unit, the latter agrees to release the witnesses as requested without penalty to such witnesses.

Union representatives employed by the Borough and the Grievant shall receive time off with pay for the investigation, processing, preparation, and attendance at hearings relating to grievances.

ARTICLE 9

BREAK IN SERVICE

Any break in service up to a two year maximum, by any employee who has left the employ of the Borough in good standing, shall be counted as continuous for all purposes including but not limited to longevity pay and seniority.

ARTICLE 10

RESIDENCY

Employees shall be allowed to reside outside the limits of the Borough and any residency requirement previously in effect is abolished.

ARTICLE 11

BEEPER PAY (Also Known as Standby Pay)

Each employee shall be given the opportunity to be placed on or taken off the beeper list at his/her discretion. Employees may switch the scheduled week for beeper pay or time, with other employees who are available, for such reasons as personal reasons or vacation time scheduling.

The beeper schedule for each employee so scheduled will begin on Friday at 3:30 p.m. and end the following Friday at 7 a.m. Beeper pay, regardless of whether or not there is actually a call-in to work, is three hours at time and one-half for the said week. All other provisions with regard to overtime, etc. shall apply if there is a call-in while an employee is on beeper schedule.

Employees shall not be obliged to accept the beeper schedule.

ARTICLE 12

HIGHER JOB CLASSIFICATION AND TEMPORARY TRANSFERS

A. An employee transferred to a classification with a higher rate of pay shall be paid the higher rate of pay. The employee shall be paid at the higher rate of pay for a minimum of one(1) hour and/or all hours worked in that classification, provided, however, that if an employee is assigned to a higher classification, even though performing lower classification duties during such assignment, the employee is paid at the higher rate of pay during the entire time of the assignment.

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

C. Temporary transfer shall be offered to the qualified employee with the greatest employment seniority and most knowledge of the duties, from within the next lower classification.

DISCIPLINE, SUSPENSION OR DISCHARGE

Section 1. A Union representative shall be present during any interrogations of an employee which may involve discipline or disciplinary investigation and during any part of any disciplinary process. Discipline shall be imposed only after hearings. If the employee feels that disciplinary action is unjust, a grievance may be filed beginning at Step 3 of the grievance procedure.

Section 2. An employee who is about to be disciplined must receive a written notice thereof at least thirty (30) days prior to the discipline with the opportunity for a hearing.

Section 3. Employees shall have all rights with regard to discipline if so opted for by the employee, in accordance with the rules and regulations of the Department of Personnel

Section 4. No adverse materials shall be placed in an employee's personnel file without prior written notice to the employee. Such adverse material shall be grievable. The employee shall have right to inspect and to supplement all personnel files maintained by the Borough for the employee.

ARTICLE 14

UNIFORMS

The Borough will buy and supply all uniforms as needed. The first issue shall consist of six (6) shirts, four (4) pairs of pants, two (2) light jackets, one (1) heavy winter coat and three (3) polo shirts for summer use. These uniforms are to be maintained by the employee.

SHOES/BOOTS: The Borough will provide two pairs of work shoes to the employee. These shoes are to be replaced by the Borough when worn out. Also, the Borough shall provide at no cost to the employee, two (2) pairs of boots; one pair of rubber trooper boots, and one pair of insulated boots for winter use, one rainsuit and three (3) polo shirts for summer use.

Also the Borough shall provide:

Rain gear - one rainsuit

safety glasses (non-prescription)

Safety masks

Safety hat

Gloves (canvas and rubber)

Coveralls (sewer equipment)

Safety Shoes (or \$70.00 per year for the cost thereof)

Any piece of protective clothing that is damaged will be replaced by the Borough as soon as possible. Uniforms will be secured in an appropriate and timely fashion.

ARTICLE 15

SANITARY CONDITIONS

- A. The Borough agrees to maintain a clean, sanitary washroom having hot and cold water and with toilet facilities.
- B. The Borough shall provide two (2) lockers for each employee.
- C. The Borough will provide a clean and sanitary eating area for the employees.

ARTICLE 16

UNION BULLETIN BOARD

The Borough agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Posting by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 17

WAGES

The present increment system shall be maintained and increased by percentage across-the-board increases provided to employees. All employees shall receive annual increments without regard to merit during the first three years of their employment in addition to any negotiated increases. Maximum salaries therefore shall be attained in base pay on the first day of the fourth year of employment. there shall be across-the-board increases in base pay and in increments as follows:

January 1, 1996: 2.5% January 1, 1997: 2.75%, January 1, 1998:2.75%

ARTICLE 18

LONGEVITY COMPENSATION

For the purpose of computing longevity compensation only, the seniority year shall begin on January 1 for those employees hired between January and June 30, and shall begin on July 1 for employees hired between July 1 and December 31.

Longevity Pay is as follows:

After 5 years.....2% of base pay

After 10 years.....4% of base pay

After 15 years.....6% of base pay

After 20 years.....8% of base pay

After 25 years.....10% of base pay

ARTICLE 19

HOLIDAYS AND PERSONAL DAYS

SECTION 1 - HOLIDAYS

The Borough agrees to pay each employee eight hours pay without working for each of the following holidays:

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

15. One additional Holiday of the employee's choice (i.e. birthday). Requested day shall be submitted to his supervisor for approval. This day shall not be taken in November.

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

SECTION 11 - PERSONAL DAYS

Each employee shall be granted a maximum of five (5) days off for personal business. An employee shall be required to give twenty-four (24) hours prior notification to the Borough before taking a personal day and approval by the Superintendent has been obtained. The Twenty-four (24) hour advance notification requirement may be waived in cases of emergency.

Upon refusal by the Superintendent, the employee shall have the right to appeal the denial to the Borough Administrator.

ARTICLE 20

VACATION SCHEDULE AND CARRY OVER

A. Each employee's anniversary date of employment shall be the basis for determining earned vacation time due for that year.

B. Up to one (1) year service: one (1) day for each month of service.

VACATION SCHEDULE

2 through 5 years.....12 days

6 through 12 years.....16 days

13 through 20 years.....20 days

21 years and over.....25 days

C. Vacations shall be scheduled by and granted by seniority classification. During leaf season, a minimum of one employee in each classification or job title may take vacations.

D. Any management employee scheduled vacation time shall not be a basis for denying a Union employee his/her desired vacation request.

E. The Vacation Schedule Requests shall be posted by January 2nd. All employee shall pick their vacation request by March 31st. After March 31st, the request will be granted on a first-come first-served basis without regard to seniority, subject to classification requirements.

F. Vacation pay shall be based on eight (8) hours straight time pay for each day of vacation entitlement.

G. In the event a holiday named in the Agreement falls during an employee's vacation period, such employee shall receive an additional day of vacation. Vacation days are working days..2

H. Employees shall not be required to return to work while on vacation.

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

I. Each employee would be allowed to use up to ten (10) vacation days on a "one-day-at-a-time" basis.

J. Vacations and personal days are a matter of right to employees and shall be granted to them notwithstanding any approval process referred to herein.

CARRY OVER:

Employees may carry over no more than five (5) days vacation from one calendar year to the next, providing they have the advance approval of the department head. A carry over may occur only with the Department Head's advance authorization. Failure to obtain said authorization prior to December 31 of the calendar year in which the vacation time for carry-over is available will result in the loss of the time to the employee.

ARTICLE 21

SICK LEAVE/BUY BACK UNUSED SICK DAYS

SICK LEAVE:

A. Each DPW employee with less than one (1) year of full time service shall be allowed one (1) day of SICK LEAVE with pay for every month of employment. Payment may be withheld for just cause in accordance with the Borough's Sickness Verification Policy.

B. Each DPW employee with more than one (1) year of full time service shall be allowed fifteen (15) days of sick leave, with pay, per annum. Payment may be withheld for just cause in accordance with the Borough's Sickness Verification Policy. DPW employees may accrue unused sick leave time, but if not used are paid up to the limits provided in subsections (C) and (D).

C. Any DPW employee retiring during the term of this contract may elect to receive a cash payment equaling one (1) day's regular base pay for each two (2) days of unused sick leave time.

D. Any DPW employee electing the cash payment option provided for in this Article shall notify the Borough Collector-Treasurer of such election at least fifteen (15) days prior to the date of retirement for that employee.

E. Each DPW employee who is absent on account of sickness in excess of five (5) successive working days shall be required to submit to the Borough a written statement from the attending or treating physician verifying the nature and extent of the sickness.

F. After a DPW employee has used the maximum accumulated sick leave to which he/she is entitled, an additional period not to exceed ninety (90) days may be granted with pay

at the discretion of the Borough after a complete and thorough review of the medical history and medical reasons surrounding the DPW employee's absence. Prior to the end of the extended period, the DPW employee must provide the DPW Superintendent with information regarding his/her intent and ability to resume his/her employment with the Borough.

BUY BACK SICK DAYS:

Unused sick days shall be bought back by the Borough on the basis of one (1) day's pay for each two (2) days of unused annual sick days. Election to take payments must be made by the employee no later than January 15 of the succeeding year. This benefit shall begin with the accrual of days for contract year 1978 and shall be non-cumulative.

ARTICLE 22

FUNERAL LEAVE

The Borough agrees to grant an employee three (3) days leave with full pay, for death in immediate family; i.e. spouse, child, parents, brother, sister, parents-in-law, grandparents, grandchildren, and brother or sister-in-law or other close relative residing in the employee's household. Additional days, if needed, may be charged to personal days.

If personal days are exhausted, the employee may apply vacation days - not to exceed a total of ten (10) days.

ARTICLE 23

JURY DUTY

An employee who is called to jury duty shall immediately notify the Borough. An employee who is excused from jury duty service on any day shall report for work on such day.

An employee shall not be required to report back for work on any day he/she is in attendance at Court for jury duty service, regardless of the employee's shift.

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

ARTICLE 24
NON-DISCRIMINATION

Neither the Borough nor the Union will discriminate against any employee or those seeking employment because of age, race, creed, color, sex, or national origin, nor because of membership of non-membership in any church, society, or fraternity.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his/or her acts, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 25

WORK ASSIGNMENTS

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

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

ARTICLE 26

ON THE JOB INJURY

In the event that an employee is injured on the job, the Borough shall pay such employee his/her day's pay for those days or time lost including visits for medical treatment because of such injury, and that time shall not be charged to sick time. An employee who is injured on the job and leaves work as a result, shall receive pay at the applicable hourly rate of pay for the balance of his/her regular shift or overtime guarantee on that day.

ARTICLE 27

SEVERABILITY AND SAVINGS CLAUSE

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

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

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

ARTICLE 28

SENIORITY

Seniority means a total of all periods of employment with the Employer.

ARTICLE 29

NOTIFICATION TO THE UNION

The Borough will provide the Union periodically with an updated list of covered employees showing name, address, classification, and social security number.

The Borough will notify the Union of additions and deletions to the payroll of covered employees.

ARTICLE 30

JOB POSTING

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

ARTICLE 31

LAYOFFS

A. The Employer shall comply with the requirements of the Department of Personnel with regard to layoffs.

B. The Employer shall, prior to layoffs, seek to place affected employees in other Borough employment, and shall at least 60 days prior to any layoff, negotiate with the Union as to an alternative to such layoff.

ARTICLE 32

HEALTH INSURANCE

MEDICAL:

Every employee shall be supplied with a written and oral explanation of health coverages, and existing coverage shall continue, all premiums paid by the Employer. Retirees may continue as participants in Blue Cross, Blue Shield, Major Medical and/or Rider J and any additional protective insurance coverage granted before retirement. Each retired employee agrees to pay the Borough the group rate premiums for such coverage.

PRESCRIPTION PLAN:

A two dollar (\$2.00) co-pay prescription plan will be mad available at no cost to the employee for the term of the Agreement.

DENTAL:

The current Dental insurance plan for employee and spouse shall be provided with the full cost to be paid by the Borough. Effective July 1, 1985, the employee may elect to have dependent children covered by the Dental insurance plan. One-half of the cost of premium for this coverage is to be paid by the employee through payroll deduction.

OPTICAL

Effective July 1, 1985, the Borough shall provide to each employee an Optical insurance plan providing one eye examination, the cost not to exceed \$50.00 and one pair of prescription eyeglasses, the cost not to exceed \$100.00 every twelve (12) months.

PRESCRIPT SAFETY GLASSES:

The Borough shall bear the cost of providing no more than one (1) pair of prescription safety glasses each year to each DPW employee who requires them in the performance of his/her duties. The costs of such shall not exceed \$60.00. The costs of eye examinations and ophthalmology or optometry services required in the prescription of such safety glasses shall be borne by the respective DPW employee.

DISABILITY

Effective January 1, 1993, the Borough shall provide, all DPW employees with coverage under the New Jersey State Disability Plan. The Borough shall have the right to substitute a different disability plan with the consent of the Union, which consent shall not be unreasonably withheld, provided that replacement coverage is substantially equal to or better than that afforded by the New Jersey State Disability Plan.

ARTICLE 33

SAFETY

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

ARTICLE 34

INSPECTION PRIVILEGES

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

ARTICLE 35

TRAINING OPPORTUNITY

All employees will be given the opportunity to be trained on present and new motorized, and mechanical equipment in their Classification.

All employees will be given the opportunity to be trained on present and new motorized, and mechanical equipment in the next higher Classification to allow them hands-on knowledge when they qualify for the next higher Classification.

ARTICLE 36

ENTIRE AGREEMENT

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

ARTICLE 37

DURATION

This Agreement shall commence January 1, 1996 and shall continue until December 31, 1998.