

AGREEMENT

BETWEEN

THE BOROUGH OF

DUNELLEN, NEW JERSEY

AND

**LOCAL 255
UNITED SERVICE WORKERS
UNION, IUJAT**

JULY 1, 2006 THROUGH JUNE 30, 2010

**Ruderman & Glickman, P.C.
675 Morris Avenue, Suite 100
Springfield, NJ 07081
(973) 467-5111**

TABLE OF CONTENTS

Agreement.....	1
Article 1 - Union Representation.....	2
Article 2 - Union Dues and Agency Fees.....	3
Article 3 – Probationary Period.....	4
Article 4 - Management’s Rights.....	5
Article 5 - Grievance Procedure.....	7
Article 6 – Seniority.....	11
Article 7 - Hours and Overtime.....	12
Article 8 – Holidays.....	15
Article 9 – Vacations.....	16
Article 10 - Hospitalization and Insurance.....	18
Article 11 - Sick Leave, Disability, Absence.....	20
Article 12 - Wage Scale and Compensation.....	23
Article 13 – Longevity.....	28
Article 14 – Safety.....	29
Article 15 – Training.....	30
Article 16 - Sub-contracting.....	31
Article 17 - Bulletin Boards.....	32
Article 18 - Work Rules.....	33
Article 19 - No Strike Pledge.....	34
Article 20 - Non-Discrimination.....	35

Article 21 - Separability and Savings.....	36
Article 22 - Fully Bargained Provisions.....	37
Article 23 - Term and Renewal.....	38
Signature Pages.....	39

AGREEMENT

This Agreement, entered into this _____ (date), by and between the Borough of Dunellen, New Jersey, hereinafter called the "Borough" and Local 255, United Service Workers Union, IUJAT hereinafter called the "Union represents the Complete and final understanding on all the bargaining issues between the Borough and the Union. This contract shall be for a period of thirty six months commencing July 1, 2006, and expiring June 30, 2010.

ARTICLE 1

UNION REPRESENTATION

The Borough recognizes the Union as the exclusive collective negotiating agent for all employees who are represented by the Union.

ARTICLE 2

UNION DUES AND AGENCY FEES

A. Pursuant to Public Law of 1979 Chapter 477 ... (34:13A-5.5a through 34:13A-5.9) an employee choosing not to become a member of the Union shall be required to pay a representation fee to the Union of eighty-five percent (85%) of the monthly dues, and any other fees allowed by said law. The Union can request the Borough to deduct any dues and fees from the employees' pay and forward such fees and dues to the Union.

B. The Union shall indemnify, defend, and save the Borough harmless against 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 as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

ARTICLE 3

PROBATIONARY PERIOD

Every person newly appointed should be deemed to be on probation at the position for which he/she is hired or appointed for a period of six (6) months. The Borough retains the right to extend that period for two (2) months.

ARTICLE 4

MANAGEMENT'S RIGHTS

1. The Borough hereby retains and reserves unto itself without limitations, 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 limitation and/or generality of the following rights.

- a. The Executive Management and administrative control of the Borough Government, its properties and facilities, and the activities of its employees.
- b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause.

2. To exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practice in the furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and only to the extent such specific and express terms herein are to conform to the Constitution and Laws of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, duties and responsibilities under its Administrative and Personnel Codes or any other national, state, country or local laws or ordinances.

ARTICLE 5

GRIEVANCE PROCEDURE

1. Definition. The term “grievance” as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be risen by an individual, the Union or the Borough.

2. Purposes:

a. The purposes of this procedure is to secure, at the lowest possible level, and equitable solution to the problem that may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as inform as may be appropriate;

b. When a grievance arises between an employee and employer, the grievance shall within forty-eight (48) hours be reduced to writing and presented through the employee’s steward to the Superintendent or in the absence of an appointed Superintendent*, to the Foreman.

* Superintendent and Foreman shall mean the same within this Agreement until or at such time the Borough may hire a full-time Superintendent, except that the position of the “Foreman” shall at all time be covered by this Agreement, and perform manual duties.

3. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method of resolving grievance between the parties covered by this Agreement and shall be following in its entirety, unless any step is waived by mutual consent.

Step One:

- (a) An aggrieved employee may institute action under the provision herein within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee, his steward and his Superintendent, for the purpose of resolving the matter informally. Failure to act on the grievance within two (2) working days shall constitute an abandonment of the grievance.
- b. A decision shall be rendered within two (2) working days after receipt of the grievance.

Step Two:

- (a) In the event that a satisfactory settlement has not been reached, the employee shall in writing, and signed, file his complaint with the Public Works Committee (or their respective or the designated Borough Council committee responsible for the D.P.W) within two (2) working days following the determination by the Supervisor.
- (b) The Public Works Committee or their representative shall render a decision in writing within ten (10) working days from the receipt of the complaint.
- (c) The Borough may request that the aggrieved person and the Steward be present during all meeting. Meetings will be normally scheduled after 3:30 p.m. or at such time as may be agreed upon by both parties. A meeting called by Management during working hours shall not result in a pay penalty for any attending employee.

Step Three:

- (a) Should the aggrieved person be dissatisfied with the decision of the Borough authorities, the Union may file where appropriate for a review in accordance with the rules of the Public Employee Relations Commission within ten (10) days of Public Work Committee decision. A copy of the correspondence forwarded to the Public Employee Relation Commission shall be simultaneously provided to the Borough officials. Should the grievance be brought forth for a decision by arbitration or mediation, the arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add, modify, detract from or alter in any way the provisions of the Agreement or any amendments or supplements thereto. The cost of the services of the arbitrator shall be borne equally by the Borough and the Union. The party incurring it shall pay for an additional cost. Time limitations may be waived or altered if agreeable by both parties. The decision of the arbitrator shall be in writing and shall include the reasons for such decision. The decision of the arbitrator shall be binding upon the Employer and the Union and the employees. The parties may direct the arbitrator to decide, as a preliminary question, whether he or she has jurisdiction to hear and decide the matter in dispute. The arbitrator

shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from, in any way the provisions of this Agreement or any amendments or supplement thereof. The costs for the services of the arbitrator shall be borne equally by the Union and the Borough. Any other expenses including, but not limited to, the presentation of witnesses shall be paid by the parties incurring same.

Union Representation in Grievance Procedure

- (a) The Shop Steward shall participate in the grievance procedure at Step One.
- (b) The Business Representative of the Union and the Shop Steward shall participate at Step Two.
- (c) The Business Representative of the Union and the Shop Steward shall participate in the grievance procedure at Step Three.
- (d) The Business Representative of the Union and any witnesses that the Union may need to present its case shall participate in the grievance procedure.
- (e) No union business shall be conducted during work time without permission.

ARTICLE 6

SENIORITY

1. The Borough in accordance with the terms of this Agreement will give seniority, which is defined as continuous employment with the Borough from the date of last hire. In addition to seniority, skill and ability will apply.

2. Lay-Off; In the event of a lay-off within the D.P.W., all part-time employees shall be laid-off before full-time employees. Full-time employees will be laid-off and recalled based on seniority as stated in Section 1 of this Article.

3. All employees who are laid-off shall retain recall status for one (1) year from last date of being laid off.

4. All job openings covered under this Agreement shall be posted on the bulletin boards in the normal and usual work areas for at least seventy-two (72) hours. The senior employee(s) among all employees shall have the first opportunity, if qualified, to fill the posted vacancy within their department. In the event a vacancy cannot be filled from within the Department, then such vacancy can be filled from any other department.

ARTICLE 7

HOURS AND OVERTIME

1. The normal work week, Monday through Friday inclusive shall consist of the hours listed below:

- (a) The D.P.W. Employees of the Borough shall work a forty (40) hour week consisting of five (5) eight (8) hour working days.
- (b) The regular workday is from 7:00 a.m. to 6:59 a.m. the following day.
- (c) The normal workday is 7:00 a.m. to 3:30 p.m.

2. Pay rates:

(a) Employees shall be paid time and one-half (1 1/2) for overtime beyond the normal eight (8) hour work day until they work a total of twelve (12) hours at which time all additional hours over twelve (12) in any twenty-four (24) work hour day, shall be paid at double time.

(b) Employees shall be paid time and one-half (1 1/2) for work performed on Saturday and/or Sunday; provided the employees have forty (40) hours of credited time during the preceding week.

(c) All hours worked beyond twelve (12) hours on Saturday or Sunday shall be at the double time rate.

(d) The Borough retains the right to release the employees for proper rest and scheduling. All overtime shall be paid in one-half hour increments.

(e) When a two (2) week rotation for assignment on the pump station and security sewer service is required, those employees on standby after the normal

workday will be paid and additional three and one-half (3.5) hours pay per day. Three months after the completion of the new pump station stand-by will be one and one-half (1.5) hours per day seven and one-half (7.5) hours per week.

(f) Standby for Saturday and/or Sunday, and holidays excluding the day after Thanksgiving, will be paid six and one-half (6 ½) hours per day. Three months after the completion of the new pump station stand-by will be three (3) hours per day, six (6) hours per weekend.

(g) Each time an employee is called out beyond the normal workday, such employee shall be paid a minimum of two (2) hours at the rate of time and one-half (1 ½).

3. In the event or the relaxation of the State Cap law is above 5% when authorized by ordinance adopted by Borough Council, the employee will be granted double time for the Sunday work, excluding sewer standby duty.

4. Overtime shall be distributed as equitable as possible.

5. In the event of an emergency situation, the Superintendent may assign any number of workers to deal with the situation. Consideration shall be based on the aforementioned financial structure. An employee may be relieved for reasonable rest.

6. The overtime provisions of this clause apply to full-time employees, with preference to permanent employees.

7. All overtime, worked and paid for, shall be in full compliance with the terms and conditions of this Agreement and any applicable State or Federal Law.

8. An overtime chart bearing the names and seniority status of employees will be posted and maintained by the superintendent. The overtime chart will show the hours worked or refused by each employee in his or her respective departments.

9. Employees are entitled to one fifteen (15) minute break in the morning at times to be established by the employer.

10. The employee is entitled to a forty-five minute lunch to be set by management.

11. All overtime must be approved in advance in writing by the Borough.

12. Employees will be entitled to a ten (10) minute wash-up period at the end of the day.

ARTICLE 8

HOLIDAYS

1. All members covered under this Agreement shall be entitled to thirteen paid holidays per year, said holidays are as follows:

New Years Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4 th	One floating holiday with three (3) days Notice to supervisor/foreman
Labor Day	

2. All holidays that fall on Saturday shall be celebrated on the previous Friday and those holidays that fall on Sunday shall be celebrated on the following Monday, subject to statutory mandated holiday destination.

3. In order for an employee to be paid for a holiday he must work the day before and the day after the holiday.

4. Employees that work on the recognized holidays noted in this Article should be paid at the rate of straight time for the holidays, plus double time for the actual time worked in increments of one-half hour.

ARTICLE 9

VACATIONS

If any member of the Department of Public Works has not completed one full year of service in the department at the time of his permanent appointment. That person will receive the appropriate portion of said vacation based on the time said person has in service and until he completes one full year of service.

1. The vacation program is scheduled as follows:

A. Years of Service	Days of Vacation Entitled
1-2	10
After 2 years	12
3-9	15
10-14	20
15-19	25
20 & up	30

2. Vacation allowance must be taken during the current calendar year at such time as permitted by the Borough unless the Street Committee determines that it cannot be taken because of pressure of work. Any unused vacation time may be carried forward into the next succeeding year and taken within the first three (3) months in full compliance with local ordinance pertaining to vacation entitled or accumulation. Vacation entitled can be taken at any time between January and December of any calendar year with the approval of the Superintendent. Out-of-season vacations shall not be forced during two (2) consecutive years. Employee requests for vacation must be submitted at least two (2) weeks in advance absent extraordinary circumstances.

3. Five (5) personal days per contract year are hereby granted to all permanent employees. They may be granted with the approval of the Superintendent. Unused personal days shall not accumulate year to year.

ARTICLE 10

HOSPITALIZATION AND INSURANCE

1. The Borough shall continue to provide medical coverage under the New Jersey State Health Benefits Program or equivalent for all permanent and probationary employees. Enrollment would be effective on the first (1st) of the month after two (2) full months of employment, following appointment by Mayor and Council.

2. The Borough shall continue to pay the full cost of the foregoing program for the employees and their dependents, retirees and their dependents with twenty-five (25) years of service with the Borough.

3. All medical and hospital coverage in Sections 1 and 2 shall be pursuant to the rules and regulations of the New Jersey State Health Benefits Program.

4. The Borough will provide the employees with a fully paid for life insurance policy in the amount of one and one-half (1 ½) times the employees salary.

5. All other health insurance benefits that may be provided by local policy shall remain in full force and effect without revocation.

6. The Borough will provide seventy percent (70%) paid Dental Plan, with enrollment effective the first of the month after two (2) full months of employment, following appointment by the Mayor and Council. The Borough will attempt to increase the coverage upon expiration of the current dental policy. Should the Borough deem an increase in the coverage not feasible, the current coverage shall remain in effect.

7. The Borough will provide eye exam fee reimbursement up to sixty dollars (\$60.00) every two (2) years and one hundred and seventy-five dollars (\$175.00) every two (2) years for corrective lenses (clear or tinted) and frames (excluding sunglasses) for

the employees. If lenses and/or frames are broken while working for the Borough, the Borough will reimburse the employee a maximum of one hundred twenty-five dollars (\$125.00) per occurrence. All reimbursements will be made by the Borough the following pay period after receipt is submitted by the employee.

8. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE 11

SICK LEAVE, DISABILITY, LEAVE OF ABSENCE

1. Employees shall enjoy seven (7) sick days per year. Employees may accumulate up to ½ of those days with no pay-out at retirement. Should the Borough seek to establish short and long term disability coverage the Borough will negotiate such coverage with the Union. Upon agreement of such coverage between the Borough and the Union said coverage will become part of the agreement.

2. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified promptly as of usual reporting time at least one (1) hour in advance or as soon as possible in case of emergency, except in those situations where notice must be made prior to the employee's starting time. Absences without notice for two (2) consecutive days shall constitute a resignation.

3. The Road Committee may require proof of illness of any employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall cause disciplinary action.

4. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

5. The Borough may require an employee who has been absent because of personal illness as a condition of his return to duty to be examine at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his duties also that his /her return will not jeopardize the health of other employees.

6. Leave with pay, not exceeding three (3) workdays, shall be granted to an employee in the event of death in his/her immediate family. The term "immediate" family is intend to include the employees spouse, parent, grandparent, step parent, child, step child, brother, sister, step brother or sister, or grandparent of his/her spouse. The employee shall receive up to two (2) calendar days from day of death or day of funeral for mother-in-law, father-in-law, brother-in-law and sister-in-law. The Borough may require proof of death.

7. (a) An employee may request a leave of absence without pay for a period of up to one (1) year. Seniority does not accumulate during unpaid leave. All leave beyond one (1) year may be granted at the discretion of the Mayor and Council. The Borough agrees to continue all insurance for the employee for a period of one (1) month beginning the first day of leave. The responsibilities to continue medical and hospital insurance after one (1) month will be that of the employee on leave and shall be pursuant to the rules and regulations of the New Jersey Health Benefits Program.

(b) The Mayor and Council may at its sole discretion continue any part of or all insurance(s) for the employee beyond one (1) month providing the leave is requested and granted for a humanitarian reason.

(c) An approved leave of absence shall not be considered a break in service with the Borough.

(d) An employee on an approved leave of absence shall give the Borough two (2) weeks notice of intention of returning to work. The Borough may wave this notification.

(e) In the event the employee does not return immediately upon the expiration of an approved leave of absence the last day of employment with the Borough shall be considered the day before the leave started.

ARTICLE 12

WAGE SCALE AND COMPENSATION

1. The union is desirous of reviewing all job titles within the Department of Public Works, for the purpose of negotiating the compensation guides and associated working conditions. The negotiated compensation and working conditions shall become part of this Agreement.

WAGE SCALE, PER HOUR

A. Employees hired prior to January 1, 2008 shall receive the following compensation.

1. Classification

	<u>July 1, 2006 June 30, 2007</u>	<u>July 1, 2007 June 30, 2008</u>	<u>July 1, 2008 June 30, 2009</u>	<u>July 1, 2009 June 2010</u>
Mechanic*	\$24.50	\$25.36	\$27.28	\$28.23
Operator Class A	\$22.72	\$23.52	\$24.34	\$25.19
Operator Class B	\$19.20	\$19.88	\$20.57	\$21.29
Operator Class C	\$14.84	\$14.84	\$14.84	\$14.84

Foreman See Article 12, Section 4

(a) Operator Class C {Probationary Employee} may be appointed Operator Class B, upon the expiration of the probationary period, as set forth in Article 3 upon review of the Road Committee after review of Progress report submitted by the Superintendent.

*The mechanic will move to \$26.36 effective September 1, 2007.

(b) One year after date of appointment as an Operator Class B, the employee may be appointed Operator Class A, upon approval of the Road Committee, after review of the progress report submitted by the Superintendent.

(c) Effective September 1, 2007 the mechanic rate shall be increased by an additional \$1.00 per hour.

B. Operators hired after January 1, 2008 shall receive the following compensation.

1. Classification

	<u>July 1, 2007 June 30, 2008</u>	<u>July 1, 2008 June 30, 2009</u>	<u>July 1, 2009 June 2010</u>
Operator Class A	\$23.52	\$24.34	\$25.19
Operator Class B	\$21.76	\$22.80	\$23.59
Operator Class C	\$20.03	\$20.73	\$21.45
Operator Class D	\$18.30	\$18.94	\$19.60
Operator Class E	\$16.57	\$17.15	\$17.75
Operator Class F	\$14.84	\$14.84	\$14.84

(a) Operator Class F {Probationary Employee} may be appointed Operator Class E, upon the expiration of the one year period, upon review of the Road Committee after review of Progress report submitted by the Superintendent.

(b) One year after date of appointment as an Operator Class E, the employee may be appointed Operator Class D, upon approval of the Road Committee, after review of the progress report submitted by the Superintendent.

(c) All other step movements shall be after one year.

C. Foreman wage scale:

(1) The salary (wage schedule) for the Foreman shall be fifteen percent (15%) above the classification of Operator Class A. If the Foreman wage scale is that of the Mechanic, then the compensation shall be ten percent (10%) above the Mechanic scale, or fifteen percent (15%) above the Operator Class A wage scale, whichever is higher.

(2) Should the Borough hire a full-time superintendent the Foremen compensation shall be ten percent (10%) above his/her job classification.

D. The Superintendent position will not be covered under this Agreement. The Superintendent will perform administrative and supervisory duties only, except in an emergency **, he/she may perform manual duties.

[**Emergency: regular employees cannot, will not or are otherwise, unable to perform the job or the situation is of nature that immediate action is required for the health, safety or welfare of the employees or public or Borough Property.]

E. An employee may assume the responsibility of a higher classification on a temporary basis with the following compensation:

(1) Should the employee perform these duties for five (5) continuous days, the employee will be compensated at the rate of pay for that particular job classification retroactive to the first day.

(2) Should an employee perform these duties for ten (10) accumulated days only during the calendar year, the employee will be compensated for the days the employee performed such duties at the rate for that particular job classification beginning the eleventh (11) day and continually thereafter.

F. (1) In the absence of the foreman for an extended time, the Borough shall designate an acting foreman from within the department to fill that position temporarily until the regular foreman returns to work.

(2) The wage scale for the temporary acting foreman shall be that as outlined in this Article, Section 4(a) and (b), and shall take effect immediately upon appointment.

G. Term-Employee:

(1) Term-employee shall be an employee hired to fill the position of a Permanent Full-Time Employee on an approved leave. It is understood that the Term Employee is hired only for the term the Permanent Full-Time employee is on leave.

(2) Term-Employees shall be employed under the same conditions as Permanent Full-Time Employees, with the exception of Article 10 (Hospitalization and Insurance) of this Agreement.

(3) The starting wage scale for a Term-Employee shall be that of an Operator Class C and the progression in wage rate shall be as stated in this Article section 2.

(4) A Term-Employee hired to fill the position of a Mechanic shall be entitled to that wage scale immediately upon employment at that position.

(5) The Term-Employee shall be given two (2) weeks notice of termination of employment should the employee on an approved leave return to work before the expiration date of the approved leave.

H. Part-time employees shall be as defined in the Borough of Dunellen Ordinance No. 90-16 (Personnel Policy). Part-time employees shall not infringe on any work opportunities for Permanent Full-time employees.

I. Clothing Allowance:

(1) Clothing allowance shall be paid the first pay period in July. The allowance shall be \$750.00, whereas the employees will be responsible for tax liability. If an employee has not completed one (1) full year of employment at the time of payment said employee should receive the proportionate amount of the allowance.

(2) Uniforms shall be orange shirts and blue pants and have the Borough emblem on the shirt and jackets. Uniforms and safety shoes shall be worn during all working hours.

J. Jury Duty: Should an employee be summoned to perform jury duty, the employee shall be granted permission by the Borough to fulfill his/her obligation without a loss in pay. Any pay received by the employee from the Jury Commission will be deducted from the employee's next pay or the Borough may ask the employee for reimbursement.

ARTICLE 13

LONGEVITY

1. Employees hired prior to October 29, 2003 shall be entitled to the following longevity plan:

Five (5) years through Nine years of service	2% per year
Ten (10) years through Fourteen (14) years of service	4% per year
Fifteen (15) years through Nineteen (19) years of service	6% per year
Twenty (20) years through Twenty-four (24) years of service	8% per year
Twenty-five (25) years and each year thereafter	10% per year

2. Employees hired after October 29, 2003 shall not be eligible for longevity.

3. Longevity pay shall be computed as of the employee's anniversary date of employment.

ARTICLE 14

SAFETY

The Borough shall not nor require, direct, or assign any employee to work under unsafe or hazardous conditions. An employee, upon discovering an unsafe or hazardous condition will immediately inform the supervisor. The supervisor will either determine or advise how the work can be performed safely or will stop the work.

2. (a) The Borough shall not require employees to take out onto the streets or highways any vehicle or equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be in a violation of this Agreement where employee(s) refuse to operate such vehicle or equipment, unless such refusal is unjustified.

(b) Any equipment that is refused because it is not mechanically sound or properly equipped or otherwise not in proper working order shall be reported to the supervisor and the supervisor shall tag the vehicle or equipment, whereby it cannot be used by other employees until it has been repaired.

3. In the event an employee is cited while driving a Borough vehicle that is improperly equipped or otherwise, not in proper working order and it is not tagged as such or is thought to be in proper condition, the Borough shall reimburse said employee the amount of the fine and any surcharges that may incur.

4. All employees who create a hazardous situation by not wearing supplied safety equipment will be subject to disciplinary action.

ARTICLE 15

TRAINING

The Borough agrees to train employees to operate any equipment the Borough owns, or may purchase or lease. The Borough may request than an employee be trained to operate equipment as required for his/her job classification.

ARTICLE 16

SUBCONTRACTING

The Borough reserves the right to subcontract bargaining unit work but must negotiate a lay-off procedure.

ARTICLE 17

BULLETIN BOARD

The Borough shall make bulletin boards available to the Union for posting union announcements and any other non-controversial information. The Public Works Committee or their representative may remove from the bulletin boards any material that does not conform to the intent and provisions of this Article.

ARTICLE 18

WORK RULES

The Borough may adopt and post or otherwise, disseminate such rules and regulations, as it may desire, providing the same are not contrary to this Agreement. Furthermore, provided that the Union shall have the right to grieve with reference to the same within five (5) working days after the same are posted or disseminated.

ARTICLE 19

NO STRIKE PLEDGE

1. The Union agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (the concerted failure to report for duty, work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, a slowdown, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement. The Union will not schedule any membership meeting, demonstration or other activity that may have the same effect as a strike or work stoppage.

The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough. Any employee participating in a strike, slowdown, work stoppage, walkout or other action shall be terminated.

ARTICLE 20

NON-DISCRIMINATION

1. There shall be no discrimination by the Borough or the Union against any employee on the account of race, color, sex, creed, or national origin.

2. There shall be no discrimination, interference, restraint, or coercion by the Borough or its representative toward any employee because of the employee's membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE 21

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement toward any employee or group of employees is held to be invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision(s) shall become inoperative. All other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE 22

FULLY BARGAINED PROVISIONS

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

ARTICLE 23

TERM AND RENEWAL

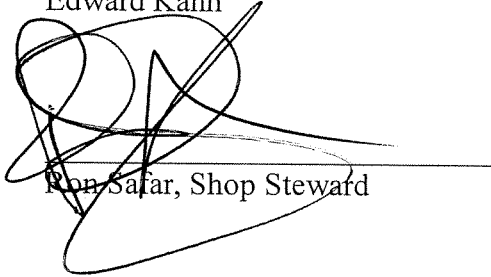
This Agreement shall be in full force and effective as of July 1, 2007, and shall remain in effect to and including June 30, 2010. This Agreement shall remain in full force and effect from year to year thereafter, unless one party or the other gives notice in writing at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF the parties herein have hereunto set their hands and seals this 24 day of March, 2008.

United Service Workers
IUJAT, Local 258




Edward Kahn

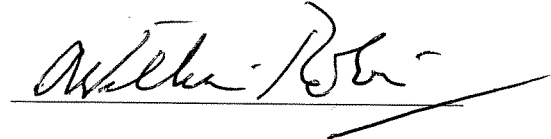


Ron Safar, Shop Steward

Council of the
Borough of Dunellen, NJ



Mayor Robert J. Seader



Office of the Mayor
Borough Hall
Dunellen, NJ 08812
Phone: 908-968-3033

IN WITNESS WHEREOF the parties herein have hereunto set their hands and seals this _____ day of _____, 2008.

United Service Workers
IUJAT, Local 258



Edward Kahn

Council of the
Borough of Dunellen, NJ

Mayor Robert J. Seader

Ron Safar, Shop Steward

Office of the Mayor
Borough Hall
Dunellen, NJ 08812
Phone: 908-968-3033

IN WITNESS WHEREOF the parties herein have hereunto set their hands and seals this _____ day of _____, 2008.

United Service Workers
IUJAT, Local 258



Edward Kahn

Council of the
Borough of Dunellen, NJ

Mayor Robert J. Seader

Ron Safar, Shop Steward

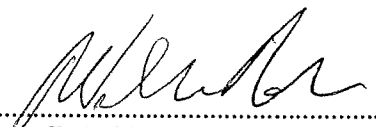
Office of the Mayor
Borough Hall
Dunellen, NJ 08812
Phone: 908-968-3033

12-17-2007: #6


**BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF
DUNELLEN, NEW JERSEY, THAT:**

Whereas, the members of the Dunellen Department of Public Works, represented by the United Service Workers IUJAT, Local 255, have ratified the terms and conditions of employment as outlined in the attached agreement covering the period of July 1, 2006 through June 30, 2010.

Now therefore be it resolved that the Mayor and Municipal Clerk are hereby authorized to execute said document.

.....

Clerk of the Borough of Dunellen


Approved 12/17/07

.....

.....
Mayor of the Borough of Dunellen

I *certify* the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of Dunellen, held

..... 12/17/07

and in that respect a true and correct copy of its minutes.

.....

.....
Clerk of the Borough of Dunellen