

A G R E E M E N T

Between

THE TOWN OF WESTFIELD

And

LOCAL UNION NO. 866

affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Chauffeurs of America

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Effective: January 1, 1981 through December 31, 1983

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AGREEMENT

AGREEMENT is entered into this 27th day of APRIL 1981, between LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" and TOWN OF WESTFIELD, NEW JERSEY, hereinafter referred to as the "TOWN".

The effective date of this Agreement is January 1, 1981.

ARTICLE ONE

RECOGNITION

Section 1. The Town recognizes Local Union No. 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classifications covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits and other terms and conditions of employment.

Section 2. Excluded are all professional, office clerical, supervisory, watchmen, guards, and other employees excluded by law.

ARTICLE TWO

MANAGEMENT RIGHTS

The Town has both the legal responsibility and the sole right to manage and conduct the municipality's business and, except as specifically limited in this Agreement, to:

- (a) Direct the employees,
- (b) Hire, promote, transfer, assign, schedule, layoff and recall,
- (c) Suspend, demote, discharge or take other disciplinary action for good and just cause,
- (d) Control of all Town property.

The management and direction of the workforce shall be in the sole discretion and the sole responsibility of the Town, and except as otherwise provided herein, the Town retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the workforce; to subcontract; plan, direct and control the entire operation of the Public Works Department; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce, or requires the assignment of additional different duties to the employees in the workforce, or causes the elimination or addition of titles or jobs, and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Town prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority

and prerogative possessed by the Town prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Town, except as limited herein.

ARTICLE THREE

SUBCONTRACTING

Section 1. The Town may subcontract work only if the following conditions are met:

1. There are no employees on lay-off with unexpired recall rights.
2. No employees will be laid off because of subcontracting.

Section 2. The provisions of this Article shall not apply to subcontracting due to snow removal.

ARTICLE FOUR

DUES CHECK-OFF

Section 1. The Town agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee authorizing such a dues deduction, and transmit the same with a list of such employees, to the Secretary-Treasurer of Local Union No. 866 within ten (10) days after the dues are deducted.

Section 2. After an employee has been employed for thirty-one (31) days, the Town agrees to deduct the initiation fee in four (4) consecutive bi-weekly payments and to transmit the same as above set forth.

Section 3. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

Section 4. The Union will furnish the Town a written statement of the dues and initiation fees to be deducted.

Section 5. The Union agrees that it will indemnify and save harmless the Town against any actions, claims, loss or expenses in any manner resulting from action taken by the Town at the request of the Union under this Article.

ARTICLE FIVE

AGENCY SHOP

Section 1. Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Town by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Town.

Section 2. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

ARTICLE SIX

NOTIFICATION TO THE UNION

Section 1. The Town will notify the Shop Steward in writing of all promotions, demotions, transfers, suspensions, and discharges.

Section 2. The Town will notify the Union and the Shop Steward in writing prior to a layoff.

Section 3. The Town will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number, and rate of pay.

Section 4. The Town will notify the Shop Steward of additions and deletions to the payroll of covered employees as they occur.

Section 5. The Town will notify the Union within one (1) week of any new hires in the bargaining unit.

ARTICLE SEVEN

UNION BULLETIN BOARD

Section 1. The Town agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union with prior notification to the Town.

ARTICLE EIGHT

PROBATIONARY PERIOD

Section 1. All full-time permanent employees shall serve a probationary period of sixty (60) working days. During this probationary period the Town reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

ARTICLE NINE

SENIORITY

Section 1. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement since the date of permanent hiring.

Section 2. An employee shall lose seniority rights only for any one of the following reasons:

- (a) Voluntary resignation,
- (b) Discharge for just cause,
- (c) Failure to return to work within five (5) days of receipt of notice of recall,
- (d) Continuous lay-off for a period equal to employment service but not to exceed two (2) years.
- (e) Absence without notice for three (3) or more days.

Section 6. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, such employee shall be returned to the classification formerly held and shall assume seniority and pay as though the old classification was never left. By mutual agreement, an employee who demonstrates that he cannot perform the job assignments satisfactorily, can be removed before completing eighty (80) working days.

Section 7. Employees shall be restricted from bidding laterally if they have resided in their classification less than one (1) year unless such restriction would allow the Town to fill the vacancy with a new hire. There are no restrictions on promotional bids.

ARTICLE ELEVEN

ASSIGNMENTS

Section 1. All employees, regardless of classification, shall assist in emergencies such as snow removal, flooding, hurricanes, or other acts of God.

Section 2. Employees shall be first assigned to perform work associated with their own classification.

Section 3. Temporary lateral assignments shall be permitted providing such employee is not replaced by an employee from

another classification and further provided such temporary lateral transfers are not made to avoid the provisions of Section 5 of this Article.

Section 4. Temporary assignments to the "Tree Climber" classification shall be on a strictly voluntary basis, except as provided for in Section 1 of this Article.

Section 5. Temporary vacancies shall be offered in the order of greatest employment seniority in the next lower classification in order to promote "on-the-job training".

ARTICLE TWELVE

LAYOFFS AND RECALL

Section 1. In the event the Town reduces the working force, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority.

2. The Town shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Town hire from the open market while any employee has an unexpired term of preference for reemployment who is ready, willing, and able to be reemployed.

Section 2. Notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE THIRTEEN

SEPARATION OF EMPLOYMENT

Section 1. Upon termination, the Town shall pay all monies due to the employee including pro-rata vacation pay on the pay-day following such termination.

ARTICLE FOURTEEN

TERMINATION PAY

Section 1. Each employee upon retirement shall be entitled to termination pay in accordance with the following schedule:

1 month pay after 20 years of service.

2 months pay after 25 years of service.

ARTICLE FIFTEEN

NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

Section 2. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender.

ARTICLE SIXTEEN

JOB STEWARDS

Section 1. The Town recognizes the right of the Union to designate job stewards and alternates.

Section 2. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate local Union action;

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

(a) Have been reduced to writing, or

(b) If not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Town's business.

Section 3. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Town's business.

Section 4. The Town recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Town in

so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

ARTICLE SEVENTEEN

INSPECTION PRIVILEGES

Section 1. Providing prior notice is given to the Town, authorized agents of the Union shall have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Town's working schedule.

ARTICLE EIGHTEEN

MILITARY LEAVE

Section 1. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

Section 2. Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered, so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE NINETEEN

SEPARABILITY AND SAVINGS CLAUSE

Section 1. 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 this 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.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Town or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 3. 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 TWENTY

NO STRIKE

Section 1. The parties agree to settle any differences through the Arbitration and Grievance procedure, therefore, there shall be no strikes, work stoppages, slowdowns or lockouts of any kind. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Town shall have the right to take disciplinary action including discharge against any employee participating in a violation of the provisions of this Article.

ARTICLE TWENTY-ONE

GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions in this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor through the shop steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

Step 2. The Union Business Representative shall then take the matter up with the Town Engineer, or his designee. A decision must be made within five (5) working days.

Step 3. Arbitration - Within two (2) weeks of the transmittal of the written answer by the Town Engineer, or his designee, if the grievance is not settled to the satisfaction of the Union, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days of the final decision of the Town Engineer.

The grievance may be submitted to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the Town or the Union's Executive Officer shall have the right to submit a grievance to arbitration.

Section 2. The time limit specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 3. Any grievance not presented under the grievance procedures described herein within five (5) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless reasons satisfactory to the Town are given in explanation of the failure to present the grievance within such time.

Section 4. The local Union, or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE TWENTY-TWO

VACATIONS

Section 1. All fulltime permanent employees, whether paid on an annual salary basis or an hourly basis, shall be granted annual vacation leave with pay as follows:

(a) Up to five (5) working days' vacation will be granted to employees during the first calendar year in which employed by the Town. One day of vacation will be allowed for each two (2) full calendar months of service in such year up to a maximum of five (5) days.

(b) Up to ten (10) working days' vacation will be granted to all employees during each year from the second through the fifth calendar year in which continually employed by the Town. In the second such calendar year, and in each successive year, five (5) working days vacation will be granted, plus one (1) additional

day of vacation for each two full calendar months of service in the previous year of service, up to a maximum of five (5) additional vacation days and a total of ten (10) days.

(c) Fifteen (15) working days' vacation shall be allowed to all employees who have completed five (5) years of continuous service before July 1st.

(d) Eighteen (18) working days' vacation shall be allowed to all employees who have completed ten (10) years of continuous service before July 1st.

(e) Twenty (20) working days' vacation shall be allowed to all employees who have completed fifteen (15) years of continuous service before July 1st.

(f) Twenty-three (23) working days' vacation shall be allowed to all employees who have completed twenty (20) years of continuous service before July 1st.

(g) Twenty-five (25) working days' vacation shall be allowed to all employees who have completed twenty-five (25) years of continuous service before July 1st.

(h) Employees entitled to either ten (10) working days vacation, fifteen (15) working days vacation, or eighteen (18) working days vacation will be allowed to schedule up to five (5) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town. Employees entitled to twenty (20) or more working days vacation will be allowed to schedule up to ten (10) days of this entitlement in aggregates of single days provided two (2) days prior notice is given to the Town.

(i) Preference for vacation selection shall be awarded employees in the order of greatest total employment seniority.

(j) Vacations shall be scheduled throughout the calendar year.

(k) In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

(l) Provided thirty (30) calendar days prior notice is given to the Town, employees shall receive their vacation pay before commencing their vacation.

ARTICLE TWENTY-THREE

SICK LEAVE

Section 1. Employees with one (1) or more years employment shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay.

Section 2. Employees with less than one (1) year employment shall be entitled to one (1) sick leave day for each month worked.

Section 3. Unused sick leave days shall be accumulated from year to year, for a maximum of ninety (90) days.

Section 4. The current wage continuation insurance plan shall continue in full force and effect.

ARTICLE TWENTY-FOUR

LONGEVITY PAYMENTS

Section 1. Fulltime permanent employees of the Town shall be paid, in addition to their annual salary or wage, a longevity payment. Such longevity shall be considered as additional compensation based on the length of service of such employees according to the following schedule:

Years of Service

Longevity Percentage

| | |
|--------------------------------------|-----------|
| Completion of ten (10) years | 2 percent |
| Completion of fifteen (15) years | 4 percent |
| Completion of twenty (20) years | 6 percent |
| Completion of twenty-five (25) years | 8 percent |

Effective January 1, 1982, the following longevity payment schedule shall apply:

Years of Service

Longevity Percentage

| | |
|--------------------------------------|-----------|
| Completion of five (5) years | 1 percent |
| Completion of ten (10) years | 3 percent |
| Completion of fifteen (15) years | 5 percent |
| Completion of twenty (20) years | 7 percent |
| Completion of twenty-five (25) years | 9 percent |

Section 2. Such additional compensation shall be computed on the annual base salary or wages of each employee. Additional compensation of any nature, including overtime, shall not be considered in computing the annual base salary or wages of each employee. When computing the years of service of each employee, credit shall be given for all time served consecutively as a fulltime permanent employee of the Town. All periods of service shall be computed from the actual anniversary date of employment. The aforesaid additional compensation of longevity payments shall be made as a bulk payment to all employees entitled thereto after November 1st of each year.

Section 3. In each year when an employee reaches his tenth, fifteenth, twentieth or twenty-fifth anniversary, the longevity pay to which he is entitled in that year shall be the sum of the longevity pay which he presently receives, if any, plus the result of multiplying two percent of his

annual salary or wage by the proportion that the number of days from his anniversary date to the end of the year bears to the total number of calendar days in the year.

ARTICLE TWENTY-FIVE

HOLIDAYS

Holidays shall be those listed below:

| | |
|-----------------------|------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veterans Day |
| Good Friday | General Election |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas |

When a holiday listed above falls on Sunday, it will be observed on the following Monday.

When a holiday listed above falls on a Saturday, it will be observed on the preceding Friday.

In each contract year there shall be a maximum of twelve (12) paid holidays.

ARTICLE TWENTY-SIX

INSURANCE

Section 1. The Town will provide at no cost to the employee, hospital and medical surgical insurance and Major Medical insurance for the employee and his spouse and natural or adopted children of the employee or his spouse who are under the age of nineteen years.

For the purpose of this Agreement, hospital insurance shall be defined as New Jersey Blue Cross or some substantial equivalent, and medical surgical insurance shall be defined as New Jersey Blue Shield or some substantial equivalent and a Major

Medical program. Rider J is not intended to be included within the benefits conferred by this Article.

Section 2. The current wage continuation insurance plan issued by the St. Paul Companies will cover employees under this Agreement.

ARTICLE TWENTY-SEVEN

GROUP INSURANCE AND PENSION

Section 1. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

Section 2. Pension benefits shall be based on regular wages.

ARTICLE TWENTY-EIGHT

WAGES

Section 1. During the term of this Agreement, hourly wages for employees shall be as set forth in Schedule A which is appended hereto and incorporated herein by reference.

ARTICLE TWENTY-NINE

MEETINGS

Section 1. There will be quarterly meetings between the Town Engineer and/or his assistant, foremen and the Union's Executive Committee with two (2) days prior notice. The time of the day, place and length of such meetings shall be determined solely by the Town Engineer.

ARTICLE THIRTY

DISCIPLINE

Section 1. The town will not discharge, discipline or suspend any employee without just cause and will notify the Union Steward of any such action.

ARTICLE THIRTY-ONE

DEATH IN FAMILY

Section 1. In the event of a death in the immediate family of an employee, the Town will grant a maximum of a four (4) day leave of absence between the date of death and burial with pay to the employee. The immediate family will be construed as meaning and including wife, husband, child, father, current father-in-law, current mother, mother-in-law, sister or brother.

Section 2. In the event of a death of an employee's current brother-in-law, current sister-in-law, grandparents and grandchildren, the Town will grant the day of the funeral, if a working day, off with pay to the employee.

ARTICLE THIRTY-TWO

JURY DUTY

Section 1. An employee who is called to jury duty shall immediately notify the Town.

Section 2. An employee shall not be required to report back for work on any day in which court is attended for jury duty service, regardless of the employee's shift.

Section 3. An employee while on jury duty will retain all monies awarded by the court in addition to his salary.

ARTICLE THIRTY-THREE

WORK DAY

Section 1. The Town agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive. The schedule shall include a forty-five (45) minute unpaid lunch period. The daily scheduled hours of work for hourly rate employees shall be 8:00 a.m. to 4:45 p.m. During June, July and August the daily scheduled hours of work for all Public Works personnel excluding Engineering shall be 7:00 a.m. to 3:45 p.m.

Section 2. Although the work period for offices and positions, and compensation therefor shall be forty (40) hours per week, the Town will normally schedule each salaried employee for seven (7) hours of work each day and for thirty-five (35) hours of work each week, Monday through Friday inclusive. The schedule shall include a one (1) hour unpaid lunch period. The daily scheduled hours of work for salaried employees shall be 9:00 a.m. to 5:00 p. m.

Section 3. The Town agrees to allow paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

Section 4. The Town shall allow a paid fifteen (15) minute break once during each four (4) hour period.

Section 5. The Town agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or holiday.

Section 6. The Town agrees to guarantee an employee called in to work after completing a normal day's work, on any day, Monday through Friday, a minimum of two (2) hours work or pay in lieu thereof. This provision is not applicable to an early call-in within two (2) hours before the employee's normal starting time.

Section 7. The Town will not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

Section 8. Opportunity to earn premium pay (overtime) will be rotated with the intention of achieving equalization of premium pay earnings within the department, provided the employee is qualified to do the job.

Section 9. The assignment of overtime to an individual employee shall not be arbitrarily imposed and any disciplinary action taken against an employee for refusal to work overtime shall be subject to the grievance procedure and arbitration.

ARTICLE THIRTY-FOUR

PREMIUM PAY

Section 1. The Town agrees to pay one and one-half (1-1/2) times the straight time rate of pay in the following instances:

- (1) All hours spent in the service of the Town in excess of eight (8) hours in any given day or forty (40) hours in any work week.
- (2) All hours spent in the service of the Town on any paid holiday (except that double (2x) time will be paid for all hours actually worked on Thanksgiving and Christmas) in addition to eight (8) hours straight time holiday pay.
- (3) All hours spent in the service of the Town on any Sunday.

There shall be no pyramiding of overtime.

ARTICLE THIRTY-FIVE

SAFETY

Section 1. The Town will establish, promote and enforce a safety program to safeguard the health, life and limb of its employees and to properly maintain its equipment in such a manner to insure safe operation.

ARTICLE THIRTY-SIX

UNIFORMS

Section 1. The Town will supply the following uniforms to each employee covered by this Agreement for each year of the Contract:

1 winter jacket
1 summer jacket
3 pair of winter trousers & 3 pair of summer trousers
3 winter shirts
3 summer shirts - either tee shirts or short sleeve shirts
at the option of the employee.

Effective 1/1/81 - 1 pair work shoes (\$40.00 or less).

Effective 1/1/82 - 1 pair work shoes (\$45.00 or less).

Effective 1/1/83 - 1 pair work shoes (\$50.00 or less).

Probationary employees will be included in shoe allowance.

Section 2. For the duration of the Contract, subject to renegotiation, employees will receive a complete issue of uniforms in each of the years 1982 and 1983.

Section 3. The Town shall replace uniforms, protective clothing and other issued equipment on a fair wear-and-tear basis, the specific procedure for such replacement to be established by the Employer.

ARTICLE THIRTY-SEVEN

DURATION

Section 1. This Agreement shall be in full force and effect from January 1, 1981 to and including December 31, 1983, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties have hereunto affixed
their signatures.

LOCAL UNION NO. 866

TOWN OF WESTFIELD

BY *[Signature]* V.P.

BY *Allen Chin*
Mayor

Attest:

Roman T. Chankoff

Jay O'Neil
Town Clerk

Frederick Obrock
Barry D. Holmes
William H. Holzinger

LAW OFFICES
JZZESE & McDERMOTT
PROFESSIONAL CORPORATION
INDEPENDENCE PLAZA
500 MORRIS AVENUE
SPRINGFIELD, N.J. 07081

SCHEDULE A

WAGE SCHEDULES

Payments under the following wage schedules will be made to those employees on the payroll at the time of the final execution of this Agreement and all those employees hired thereafter.

Wage Schedule A1 will apply to those hourly employees who do not have a primary job skill.

Wage Schedule A2 will apply to those hourly employees whose primary job skills are: Automotive and Truck Mechanics, Equipment Operators, Sanitary-Storm Sewer Maintenance Technician, Meter Mechanic, Traffic and Sign Maintenance Technician, Landscaper, and Tree Climber.

Wage Schedule A3 will apply to those salaried employees in the following job titles: Engineering Aide, Senior Engineering Aide, Engineer, Senior Engineer, Principal Engineer, Building Inspector, Housing Code Inspector and Building/Housing Code Inspector.

SCHEDULE A1

| <u>Classification</u> | <u>Effective 1/1/81</u> | <u>Effective 1/1/82</u> | <u>Effective 1/1/83</u> |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|
| 1-1 | \$4.37 | \$4.54 | \$4.72 |
| 1-2 | 4.60 | 4.78 | 4.97 |
| 1-3 | 4.83 | 5.02 | 5.22 |
| 1-4 | 5.05 | 5.25 | 5.46 |
| 1-5 | 5.34 | 5.61 | 5.89 |
| 1-6 | 5.58 | 5.86 | 6.15 |
| 1-7 | 5.97 | 6.45 | 6.97 |

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SCHEDULE A2

| <u>Classification</u> | <u>Effective 1/1/81</u> | <u>Effective 1/1/82</u> | <u>Effective 1/1/83</u> |
|-----------------------|-----------------------------|-----------------------------|-----------------------------|
| 2-1 | \$6.30 | \$6.55 | \$6.81 |
| 2-2 | 6.49 | 6.75 | 7.02 |
| 2-3 | 6.70 | 6.97 | 7.25 |
| 2-4 | 6.92 | 7.20 | 7.49 |
| 2-5 | 7.20 | 7.56 | 7.94 |
| 2-6 | 7.43 | 7.80 | 8.19 |
| 2-7 | 7.89 | 8.52 | 9.20 |

SCHEDULE A3

| <u>Classification</u> | <u>Effective 1/1/81</u> | <u>Effective 1/1/82</u> | <u>Effective 1/1/83</u> |
|------------------------------------|-----------------------------|-----------------------------|-----------------------------|
| Junior Engineering Aide | \$9,075 | \$9,800 | \$10,585 |
| Senior Engineering Aide | 11,880 | 12,830 | 13,855 |
| Junior Engineer | 14,690 | 15,865 | 17,135 |
| Senior Engineer | 17,495 | 18,895 | 20,405 |
| Principal Engineer | 20,410 | 22,045 | 23,810 |
| Building Inspector | 15,875 | 17,145 | 18,515 |
| Housing Code Inspector | 13,715 | 14,810 | 15,995 |
| Building/Housing Code Inspector | 17,495 | 18,895 | 20,405 |

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