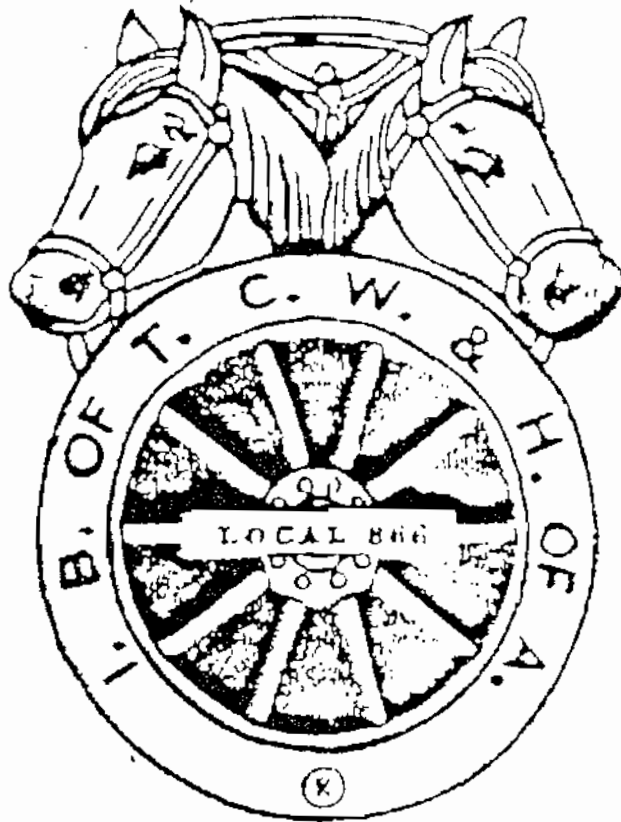


Contract no. 1429

Labor Agreement

BETWEEN



A N D

THE BOROUGH OF ROSELAND
NEW JERSEY

JANUARY 1, 1990 - DECEMBER 31, 1992

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AGREEMENT is entered into this 1st day of January 1990 between LOCAL UNION NO. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION" and the Borough of Roseland, New Jersey, hereinafter referred to as the "EMPLOYER".

The effective date of this Agreement is January 1, 1990 and shall be effective for three years through December 31, 1992.

The Employer and the Union agree as follows:

ARTICLE I RECOGNITION

The Employer recognizes Local Union No. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all Blue Collar employees employed by the Borough of Roseland in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits and other terms and conditions of employment as described in Certification of Representation PERC Docket No. RO 79-191 dated June 28, 1979.

Excluded are all Craft Workers, Professionals, Police, Confidential employees, Managerial Executives and Supervisors within the meaning of the Act.

ARTICLE II SUPERVISORY AND OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement except in case of emergency or manpower shortage.

ARTICLE III DUES CHECKOFF

The Employer agrees that it will deduct Union dues in two equal deductions each month from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of Union Local 866 within fifteen (15) days after the dues are deducted.

After an Employee has completed the probationary period, the Employer agrees to deduct the initiation fee in four consecutive payments and to transmit the same as above set forth.

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

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

ARTICLE IV AGENCY SHOP

Pursuant to the provisions of the New Jersey Employer-Employee Relations Act, as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after thirty days of employment, choose not to become members of the Union shall have deducted from their pay on a monthly basis a representation fee of 85% in lieu of dues equivalent to the dues charged by the Union to its members.

Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payment is made to the Union for members' deductions.

ARTICLE V SENIORITY

Seniority shall mean a total of all periods of employment within classifications covered by this Agreement.

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 the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
- (D) Continuous lay-off beyond recall period for re-employment outlined elsewhere in this Agreement.

Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

ARTICLE VI PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days (which may be extended an additional forty-five (45) days if mutually agreed to in writing).

During this probationary period the Employer 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 VII INSPECTION PRIVILEGES

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

ARTICLE VIII UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in the Public Works Building. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE IX NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms of condition 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, or national origin or age.

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 X JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

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 transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided the 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, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

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

Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without loss of time or pay with the permission of the Public Works Superintendent. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE XI HOURS OF WORK

The Employer 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. Each employee will be allowed a paid ten (10) minute wash up period at the finish of his day's work and a five (5) minute wash up period prior to the lunch period.

There shall be no split shifts.

The scheduled hours of work are shown below:

7:30 A.M. to 4:00 P.M.

Summer hours of work shall be included on a trial period in the first year of the Agreement. The summer hours of work may be either continued or eliminated subject to agreement by the Union and the Council.

The summer hours of work as follows:

From time change to time change:

7:00 A.M. to 3:30 P.M.

The Employer shall allow a one-half ($\frac{1}{2}$) hour unpaid lunch break each day between 12:00 NOON to 12:30 P.M. provided no emergency exists. If such emergency would occur, then the employer can schedule the one-half ($\frac{1}{2}$) hour unpaid lunch break at any time between 11:30 A.M. to 12:30 P.M.

Employees required to work past their quitting time shall be guaranteed premium pay at the applicable rate of pay, in increments of one-half ($\frac{1}{2}$) hour of overtime pay.

EXAMPLE: Less than a one-half ($\frac{1}{2}$) hour period of overtime work, one-half ($\frac{1}{2}$) hour overtime pay. More than one ($\frac{1}{2}$) hour overtime work but less than one (1) hour, one (1) hour overtime pay.

For every four (4) consecutive hours of overtime worked, an employee shall be paid for a one (1) hour rest period. This would total five (5) hours at the designated premium pay.

The Employer agrees to guarantee each reporting employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday.

The Employer 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 an employee is required to return to work after quitting time. (Employees will be granted one-half ($\frac{1}{2}$) hour travel time for emergency call-outs). This one-half ($\frac{1}{2}$) travel time for emergency call-outs shall not be included in the minimum of two (2) hours work or pay in lieu thereof.

The Employer Agrees agrees to guarantee any employee a minimum of four (4) 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. The one-half (1/2) hour travel time for any call-outs while serving standby shall not be included in the minimum of four (4) hours work or pay in lieu thereof.

The Employer agrees not to require or in any way solicit 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.

ARTICLE XII SNOW REMOVAL

Employees performing emergency work such as Snow Plowing, Sanding, Flood Control, Storm Damage, etc., for more than four (4) consecutive hours outside their normal work day may take a rest period of one (1) hour after each four (4) hours of work. (Employees will be granted one half (1/2) hour travel time for all emergency call outs.) This one-half (1/2) hour travel time for emergency call-outs shall not be included in the calculation of the four (4) consecutive hours of work after which employees may take a rest period of one (1) hour.

ARTICLE XIII PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one half (1 1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the Employer prior to the scheduled starting time.
3. All hours spent in the service of the Employer on any Saturday.
4. All hours spent in the service of the Employer on any Holiday in addition to eight (8) hours straight time Holiday Pay.

Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday and specific Holiday: Thanksgiving Day, Christmas Day, New Year's Day, Independence Day, (4th of July), Good Friday,

Washington's Birthday, Memorial Day and Labor Day.

5. The Employer agrees to make available any work which is scheduled for a weekend (Saturday or Sunday) to regular full time employees before Part Time employees, with the exception of the preparation of Recreation Fields.

ARTICLE XIV GRIEVANCE PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute.

Any shop steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the Supervisor. Employees shall have the Union representative present during discussion of any grievance with representatives of the Employer.

Any grievance arising between the Employer and the Union or any employee(s) represented by the Union shall be settled in the following manner.

STEP 1. The aggrieved employee or employees must present the grievance 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 the Agreement. If satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

In the event there is not a satisfactory resolution of the grievance at Step 2, the aggrieved employee may present his grievance with the Union Business Representative to the Borough

Council. The Council shall investigate the grievance and render a decision three (3) work days after the next Borough Council meeting.

STEP 2. The Union Business Representative shall then take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made within five (5) working days.

STEP 3. In the event there is not a satisfactory resolution of the grievance at Step 2, the Business Representative and the aggrieved employee may present the grievance to the Borough Council. The Borough Council shall investigate the grievance and render a decision three (3) work days after the next Borough Council meeting.

STEP 4. If no satisfactory settlement can be agreed upon the matter may be referred to the New Jersey State Board of Mediation for arbitration. After the New Jersey Board submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representatives 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.

The procedures set forth herein may be invoked only by an authorized representative of the Employer or the Union.

If the Employer fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has the right to take all legal and economic action to enforce compliance.

ARTICLE XV DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor.

Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union Office, within one (1) working day from the time of discharge or suspension.

In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of the occurrence upon which the complaint and warning notice are based.

Before any employee is discharged, there shall be a written

notice to the Union and the reason(s) for the intended discharge and as soon thereafter as it is practicable to do so a conference held between the Union and the Employer for the purpose of reviewing the matter.

Notice of appeal from discharge and/or suspension must be made by the employee to the Employer in writing within ten (10) days from the date of the discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity.

ARTICLE XVI SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by and presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees.

The Employer 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 during the period of the work being subcontracted.

3. The work can not be done by the existing employees within the time such work is required to be completed.
4. The use of subcontractors shall not be used to circumvent the terms of this Agreement.

ARTICLE XVII VACATIONS

All full time employees shall be granted vacation based on their length of active service with the Borough as of their anniversary date of employment, according to the following schedule:

6 months to one year	7 working days
1 through 5 years	12 working days
6 through 10 years	16 working days
11 through 15 years	21 working days

Each succeeding year after fifteen (15) years one (1) additional working day to a maximum of twenty-five (25) working days.

Vacations shall be taken in the calendar year earned except that vacation time may be saved for succeeding year upon prior permission of the Superintendent of Public Works. Vacations may be taken year round January thru December. Vacations shall be scheduled by the Department Head to ensure adequate work force so as not to be detrimental to the operation of the Department. Preference for choice of vacations shall prevail and preference shall be within rank and seniority.

Vacation schedule shall be posted by April 30th each year.

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.

In the event a death occurs in an employee's immediate family

if the employee is hospitalized during the vacation period the remaining vacation time shall be cancelled and rescheduled at the employee's request. The Employer may request proof substantiating death or hospitalization.

ARTICLE XVIII SAFETY

The Employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The Employer shall not require an employee to take out on the streets or highways any vehicle that is not in a safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

The parties agree to establish a safety committee to consist of two union and two management members. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

ARTICLE XIX NOTIFICATION TO THE UNION

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges within one (1) week.

The Employer will notify the Union in writing thirty (30) days prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing names, addresses, classification, Social Security Number and Rate of Pay.

The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

The Employer will notify the Union within one (1) week of any new hires.

ARTICLE XX LONGEVITY

Employees are entitled to receive longevity pay for each completed five (5) years of employment.

Longevity pay shall be considered as part of base wages for the purpose of computing Holiday Pay, Vacation Pay, Sick Pay, Retirement Pay and Overtime.

Longevity Entitlement is based on each employee's initial date of hire.

After 5 years of employment	2% of base salary
After 10 years of employment	4% of base salary
After 15 years of employment	6% of base salary
After 20 years of employment	8% of base salary
After 25 years of employment	10% of base salary

Any change in the longevity schedule, whether upgraded or

downgraded, will apply to all personnel, including union members. All Borough personnel will be treated equally regarding this item, even if longevity is eliminated entirely in the future.

ARTICLE XXI PROMOTION AND DEMOTION

The Employer agrees to fill all job vacancies from within the bargaining unit before hiring new employees.

The Employer shall post all vacancies. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days.

Employees have the right to bid laterally. Lateral transfers shall be awarded to the most senior qualified employee who bids for the job.

Promotions shall be awarded to the most senior qualified employee who bids for the job.

The successful bidder shall receive a trial period of ninety (90) days on the new assignment. Such employee shall be compensated at the rate of pay for the new classification.

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.

In the event a surplus exists in a particular classification,

the employees with the least amount of classification seniority shall be demoted to the next lower classification.

ARTICLE XXII LAYOFF AND RECALL

The Employer may reduce the working force only due to lack of work. In such event, the following procedure shall apply:

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

2. Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.

3. A laid off employee shall have preference for re-employment for a period of two (2) years.

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

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

6. Response from employee must be received within ten (10) days.

ARTICLE XXIII MANAGEMENT RIGHTS

The employer shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

ARTICLE XXIV PAY DAY

Employees will be paid all earnings by check every other

Friday, effective January 1, 1990.

Employees will be paid their overtime pay every other Friday, with a two week hold back.

Employees will be paid during working hours.

When pay day falls on a Holiday, then the preceding day will be pay day.

Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

Each employee will be allowed an additional fifteen (15) minutes to the lunch break each pay day in order to cash payroll checks.

ARTICLE XXV HOLIDAYS

The Employer agrees to pay each employee eight (8) hours pay without working for each of the following Holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Martin Luther King Day	Floating Holiday (In lieu of Election Day - to be chosen by the Borough)

Any Holiday which falls on Saturday shall be celebrated the preceding Friday.

Any Holiday which falls on Sunday shall be celebrated the following Monday.

If the Mayor proclaims a Holiday, the employees shall be allowed this day off with pay.

ARTICLE XXVI SICK LEAVE AND PERSONAL DAYS

A. Employees with one (1) or more years employment shall be

entitled to sixteen (16) sick leave days. All sick leave days will be without loss of pay. When an employee is out sick for three (3) consecutive days, he must submit a written note from a doctor.

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

Unused sick leave days shall be accumulated from year to year with a maximum of 114 days; upon retirement, a maximum of 60 days unused sick leave may be used as retirement leave.

B. As of January 1, 1990, all employees with one (1) or more years employment shall be entitled to Personal Leave Time of eighteen hours (18) hours Personal Time in each year of the Agreement. Personal Time may be taken in one (1) increments and up to two (2) hours with no advance notice. If Personal time is requested over two (2) hours, a twenty-four (24) hour notice to the Supervisor may be required. Personal Time cannot be carried over from year to year and is cumulative. Employees are not entitled to any payment for unused Personal Time.

C. Regular employees may be granted a leave of absence without pay with the approval of the Council for up to a three (3) month period, which may be extended up to a maximum of one (1) year. Each case is considered on its merit and does not set a precedent. Leaves of absence may be requested for temporary incapacity, attendance at school or job related advanced study, national emergency, and for any reason deemed valid by the Council.

D. An employee on leave of absence will not be entitled to any paid benefits during the duration of the leave, but upon

return from leave may be entitled, at the Borough's sole discretion, to a position of equal status and pay to that which was held when the employee went on leave.

F. Denial of leave of absence shall not be grievable.

ARTICLE XXVII HEALTH CARE INSURANCE PROGRAM

The Employer shall provide each employee the following Health Care Insurance with dependent coverage:

A. All employees shall be covered by \$15,000.00 Group accidental death and dismemberment policy issued by Dominion Life Assurance Company paid by the Borough of Roseland after thirty (30) days of continuous service.

B. All employees shall be covered under the New Jersey Health Benefits Plan for medical, surgical and major medical coverage, including dependents, paid for by the Borough of Roseland after satisfying the ninety (90) day waiting period as required by the Plan.

C. All employees shall be covered for Dental Insurance with family coverage under the policy issued by DELTA DENTAL PLAN OF NEW JERSEY paid for by the Borough of Roseland after ninety (90) days employment.

ARTICLE XXVIII UNIFORMS

Department of Public Works employees shall receive in the three (3) year agreement the following uniform allowance:

1990	\$ 425.00
1991	\$ 450.00
1992	\$ 475.00

Employees shall turn in receipts.

Uniform allowance shall be for (shirts, pants, jackets,

vests, hats, gloves, T-shirts, thermal underwear, shoes, etc.).

Employees shall be responsible for their own purchases. Monies for uniforms shall be received no later than January 30 of the year in which it is to be received.

Uniform color shall be blue. Any type of jean or dungarees will not be considered a uniform.

Any employee reporting to work out of uniform may be sent home for the day without pay by the Superintendent of Public Works only.

The Mechanic and Assistant Mechanic shall have four (4) sets of coveralls to be furnished by the Employer each contract year which is to be separate from his clothing allowance.

The Employer will provide the Mechanic with proper tools to make all repairs.

ARTICLE XXIX MILITARY LEAVE

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 thereof, shall be granted all rights and privileges provided by the Act.

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 XXX JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

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.

The Employer agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

ARTICLE XXXI EDUCATION

Employees attending schools, seminars or special courses for the betterment of the Borough will be reimbursed by the Borough for costs incurred upon completion of the course or seminars. A passing grade will be necessary if applicable.

Prior approval by the Public Works Committee will be required for eligibility.

ARTICLE XXXII SPECIAL LICENSES

The Employer shall pay the fee for the granting or renewal of any special licenses, except driver's licenses, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

ARTICLE XXXIII SUSPENSION FOR REVOCATION OF LICENSE

In the event an employee shall suffer a suspension or revocation of his driver's license because of a succession of size and weight penalties, caused by the employee complying with his Employer's instructions to him, the Employer shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof subject, however, to the seniority and lay-off provisions applicable to him at the time of suspension.

ARTICLE XXXIV FUNERAL LEAVE

The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.

The Employee's immediate family is considered to include: spouse, children, brothers, sisters, parents, parents-in-law, grandchildren, grandparents, sisters-in-law and brothers-in-law.

Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

The Employer may request submission of proof.

ARTICLE XXXV SEPARATION OF EMPLOYMENT

Upon discharge the Employer will immediately pay all monies including pro-rata vacation pay due to the employee.

Upon quitting, the Employer shall pay all monies due to the employee including pro-rata vacation pay on the pay day in the week following such quitting.

ARTICLE XXXVI SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, toilet facilities, showers and individual lockers.

ARTICLE XXXVII COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job the Employer shall pay such employee guaranteed wages, for that day lost because of such injury. An employee who is injured on the job is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guaranteed on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE XXXVIII PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall

not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line, of Unions party to this Agreement, and including primary picket lines at the Employer's place of business.

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE XXXIX SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement or of any Supplement 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.

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 Employer or Union for the purpose of arriving 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 demand notwithstanding any provisions of this Agreement to the contrary.

ARTICLE XL RATES OF PAY

All employees shall receive a salary increase of \$1,000.00 on base pay of 1989, plus 7% as of January 1, 1990.

January 1, 1991 all employees will receive a salary increase of 6 3/4%.

January 1, 1992 all employees will receive a salary increase of 6 1/2%.

Schedule A wage page shall be attached to and made part of this Agreement.

ARTICLE XLI OTHER CONDITIONS

SEWER PUMP STATION

1. Install emergency pull-chain shower in the Sewerage Pump Station.
2. Provide Sanitary Mask.
3. Deodorize and Sanitize Pump station.
4. Scott Air Pack.
5. Innoculations.

ARTICLE XLII EMPLOYEE REVIEW

The Employer shall review for upgrade all employees each six (6) month period. The review shall be performed every six (6) months in March and September of each year.

An employee may present their review to the Council for review of denial of an upgrade.

If an upgrade is deserved it will commence January 1st of the next Budget Year. A review committee shall be formed consisting of the Superintendent/Director of Public Works, Department of Public Works Councilperson and the Shop Steward.

W A G E S C H E D U L E A

	<u>1989</u>	<u>01-01-90</u>	<u>01-01-91</u>	<u>01-01-92</u>
	<i>Per Hour</i>	<i>77¢</i>		
Utilityman Grade 1	<i>9.67</i>	\$20,156.84	\$21,517.42	\$22,916.05
Utilityman Grade 2	<i>10.87</i>	22,615.91	24,142.47	25,711.73
Utilityman Grade 3	<i>12.06</i>	25,074.98	26,767.54	28,507.43
Utilityman Grade 4	<i>13.24</i>	27,534.06	29,392.60	31,303.11
Custodian	<i>8.58</i>	\$17,838.17	\$19,042.24	\$20,279.98

Herman Jaegel will be upgraded January 1, 1990.

The Agreement shall be retroactive to January 1, 1990.

	<u>1989</u>	<u>1987</u> <u>Hourly</u> <u>Rate</u>
<i>Grade 1</i>	<i>17,838.17</i>	<i>7.58</i>
<i>Grade 2</i>	<i>20,156.84</i>	<i>9.68</i>
<i>Grade 3</i>	<i>22,434.57</i>	<i>10.77</i>
<i>Grade 4</i>	<i>24,711.77</i>	<i>11.89</i>

ARTICLE XLIII TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1990 to, and including, December 31, 1992 and shall continue from year to year thereafter unless written notice of desire is submitted within sixty (60) days of termination of said Agreement.


IN WITNESS WHEREOF the parties hereto have set their hands and seals this 24th day of April , 1990 to be effective as of January 1, 1990.

BOROUGH OF ROSELAND

TEAMSTERS LOCAL 866 I. B. T.

BY  _____
LOUIS DE BELL, MAYOR

BY _____

BY  _____
GLORIA C. FLOYD, CLERK

BY _____

BY _____