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A G R E E M E N T

BETWEEN

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

AND

LOCAL 945 TEAMSTERS

X (OCTOBER 1, 1988 - DECEMBER 31, 1990)

Prepared by:

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THIS AGREEMENT, made this day of 1988,

BY AND BETWEEN

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY,
a public corporation in the County of Morris
and State of New Jersey,

hereinafter referred to as "EMPLOYER,"

AND

LOCAL 945 TEAMSTERS, Affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
and HELPERS OF AMERICA, with offices at 585 Hamburg
Turnpike, in the Township of West Paterson, County of
Passaic and State of New Jersey,

hereinafter referred to as "UNION,"

WITNESSETH;

WHEREAS, it is the intent and purpose of the parties
hereto to promote and improve the relations between the Employer,
its employees and the Union, and to establish a basic
understanding relative to wages, hours and working conditions,

NOW, THEREFORE, the parties hereto mutually agree as
follows:

ARTICLE I. - RECOGNITION

(a) The Employer recognizes the Union as the exclusive
collective bargaining representative for all hourly paid employees
of the Employer but excluding office and clerical employees,
managerial executives, plant guards, salaried supervisors,
professional employees, confidential employees and any other
supervisory employees with authority to hire, promote, discharge,
discipline, or otherwise effect changes in the status of employees
or effectively recommend such action.

(b) The Employer will recognize and deal with elected or appointed officers, Shop Stewards and committees of the Union in administration of the terms of the agreement upon advice from the Union of their election or appointment.

ARTICLE II. - MAINTENANCE OF MEMBERSHIP

(a) Any employee who, six (6) months after the signing of this Agreement, is a member of the Union in good standing and any employee who thereafter becomes a member shall, as a condition of employment, remain a member of the Union in good standing for the duration of this Agreement.

(b) Any employee who is a member of the Union may record his decision to withdraw from the Union by giving written notice by registered mail to both the Employer and the Union prior to the end of the six (6) month period provided in Paragraph (a), ARTICLE II, of the Agreement.

ARTICLE III. - CHECK-OFF OF UNION DUES

(a) The Employer agrees to deduct from the wages of each employee the Initiation Fee and Regular Monthly Union Dues of all members of the Union who individually certify that they authorize such deductions. The form and conditions of such authorization are contained in Appendix A.

(b) Deductions authorized shall be forwarded to local 945 Teamsters at its address.

(c) The Employer will furnish a duplicate list of the employees from whom such deductions are made to the Union.

ARTICLE IV. - MANAGEMENT RIGHTS

(a) The management of the plant and direction of the working force are exclusive functions of management. These functions shall include the right to hire, transfer, promote, demote and rehire employees; to suspend, discharge or otherwise discipline employees for proper cause; to lay-off or recall employees as required by decreases or increases in the level of plant operations; to establish and enforce fair and equitable rules affecting employees' conduct and safety; to make or change work assignments and to schedule work; to control and regulate the use of all equipment and property of the Employer; to study and introduce new or improved methods, facilities or procedures; and to impartially judge the skills, abilities and other qualifications of all employees.

(b) It is understood that all of the foregoing rights are subject to the terms and conditions of this Agreement, and to the extent inconsistent therewith, are null and void.

ARTICLE V. - STRIKES AND STOPPAGES

(a) Since this Agreement provides for the orderly and amicable settlement of any grievance, dispute or disagreement (1) arising out of the meaning or application of the terms of this Agreement, or (2) concerning wages or hours or working conditions, there shall be no resort to strikes, which include stoppages or slowdowns of work, for any reason by any employees or any lockout by the Employer of any employees, In view of the foregoing, the

Union agrees that it will not authorize any strike during the life of this Agreement.

ARTICLE VI. - GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance shall include any difference between the parties hereto concerning the interpretation, application or operation of this Agreement. The Union or the employee may, at any point, prior to seven (7) days after having knowledge of the incident giving rise to the grievance, submit the grievance verbally at Step "A" and a written grievance at Steps "B" and "C" of the grievance procedure.

All grievances and disputes with respect to the interpretation, application or operation of this Agreement shall be discharged and their satisfactory settlement will be attempted, in accordance with the following procedure:

(a) An employee may present a verbal grievance to his Supervisor either on his own behalf or through the Shop Steward. The Supervisor shall discuss the matter as presented and deal with it promptly to the extent of his authority. He shall render his decision within two (2) working days, unless it is mutually agreed that a longer time is required.

(b) If the answer of the Supervisor does not satisfactorily adjust the grievance, it shall be reduced to writing and submitted to the Executive Director within five (5) working days from the time the Supervisor's answer is given. The Executive Director shall then discuss the matter with the Shop Steward and the aggrieved employee or employees, and such representative as the Union may provide, and shall render his

decision within five (5) working days, unless it is mutually agreed that a longer time is required.

(c) If the decision of the Executive Director is not satisfactory, the representative of Local 945 Teamsters will meet with the Labor Relations Counsel or his designee in an effort to resolve the grievance.

(d) If the grievance has not been resolved to the satisfaction of Local 945 Teamsters, it may file the matter for arbitration with thirty (30) calendar days of the meeting between the representative of Local 945 Teamsters and the Labor Relations Counsel or his designee. Failure on the part of the Union to file its demand for arbitration within thirty (30) calendar days shall constitute acceptance of the Employer's decision.

(e) The Employer agrees to pay Shop Stewards, local union officers and aggrieved employees for such time as they may lose from their regular shift in order to attend scheduled meetings on grievances with the Employer Representatives, provided they are scheduled to work at such time and provided further that any time spent at such meetings shall not affect any right to overtime that they might have.

(f) In the event the Employer and the Union shall fail to agree upon a settlement of any grievance,

1. Arising out of the meaning or application of the terms of the Agreement,

2. Concerning wages or hours or working conditions and not involving revision, renewal, or renegotiations of this agreement, within five (5) days after either party shall have

notified the other party of its desire to arbitrate, the parties shall submit the matter to arbitration to the New Jersey State Board of Mediation (or under the Industrial Arbitration Rules of the American Arbitration Association.) The matter in dispute shall be heard by the arbitrator selected under the rules of the New Jersey Board of Mediation (or the American Arbitration Association) and any decision and award shall be final and binding upon the parties hereto.

It is agreed that the arbitrator shall not have the power to add to, delete from, or modify any of the terms or provisions of this Agreement.

The expenses of the arbitrator shall be borne equally by the Employer and the Union.

(g) The representative of the Union shall have access to the plant for the purposes of investigating specific grievances. He shall make any appointment with the Labor Relations Counsel or his designee in advance of such visits. The Representative shall, on arrival at the Plant, clear through the regular channels for receiving visitors.

ARTICLE VII. - DISCHARGE AND SUSPENSION

(a) The Employer retains the right to discharge or suspend any employee for just cause. Should any employee be suspended or discharged by the Employer, the said employee shall be permitted to contact his Union Representative before leaving the plant. Any suspension may constitute a case under the method of adjusting grievances herein provided, including arbitration. When any employee has been discharged or suspended, the Employer

shall advise the Union, in writing, of the action which has been taken. Failure on the part of the Union to file a grievance on the discharge within seven (7) days from the date of notice, shall constitute acceptance of the discharge or suspension.

(b) There shall be no pay awarded for any time in excess of one (1) week, which elapses between the receipt by the Union of the final decision of the Employer and the date of delivery of the Union's notice to the Employer of its desire to arbitrate the grievance. In this event, the Union must file the case with the (American Arbitration Association or) the New Jersey State Board of Mediation within a period of two (2) weeks. Saturdays, Sundays, holidays or vacation periods shall not be included in the time limitation set forth herein.

ARTICLE VIII. - VACATIONS

(a) The following vacation schedule shall prevail:

1. During the first full year of employment until the January 1st following the one (1) year anniversary date - one (1) day for each two (2) months of service.

2. After the aforesaid January 1st one (1) year date to the end of the fifth (5th) year of service - two (2) weeks.

3. After six (6) years of service to the end of the fifteenth (15th) year of service - three (3) weeks.

4. After sixteen (16) years of service - four (4) weeks.

(b) Employees who received four (4) weeks of vacation as of October 20, 1988 by virtue of the 1986-1988 Contract shall continue to receive four (4) weeks vacation.

(c) By mutual consent, a vacation may be postponed and taken at some subsequent period.

(d) The Employer will give preference to senior employees when scheduling vacation periods. In the event that a shutdown is contemplated in the plant or any department in the plant, vacations shall run concurrently with the shutdown period. Each employee shall receive at least three (3) month's notice of his vacation period, except that by mutual consent, employees may arrange their vacations at such longer periods as may be agreed upon.

(e) Each employee shall be entitled to a vacation, but by mutual consent an employee may agree to stay on the job during his vacation period. Such employees will be paid for vacation pay in addition to their regular rate of pay.

(f) Employees entitled to vacations who are absent at the time assigned for vacation period because of sickness or injury shall receive their vacation pay upon application to the Executive Director.

(g) Any employee leaving for military service shall receive his full vacation pay, as though he had completed the current calendar year of employment.

(h) After the death of any employee entitled to receive vacation pay, payment thereof shall be made in the same manner as any wages due at the time of death.

(i) Any employee who returns to work after services in the armed forces, or is out of work because of disability on Workmen's Compensation, shall be entitled to have all such periods counted as full periods of employment for the calculation of vacation pay.

(j) Any employee upon request shall be permitted to carry over not more than one week of vacation to the following year.

ARTICLE IX. = HOLIDAYS

(a) The following twelve (12) days shall be paid Holidays: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, ELECTION DAY, THANKSGIVING DAY, CHRISTMAS DAY, MARTIN LUTHER KING DAY and one personal day. It is understood and agreed that the request for the personal holiday must be made at least two weeks prior to the personal day off that is being requested.

(b) Any employee who works on a holiday will be paid for all hours worked on the holiday at time-and-one-half, and will be given compensatory hours off with pay at straight time.

*elaborated
to include
the day off*

The employee will be required to make arrangements with his supervisor for the compensatory days off at least 7 calendar days prior to the compensatory days.

Not more than 5 compensatory days may be accumulated by any employee at any time.

(c) Shifts for which Holiday pay shall be paid are the shifts beginning on the holiday.

(d) Eligible employees shall receive compensation for the above holidays, if not worked, for eight (8) hours at their regular rate of pay.

(e) In order to be eligible for pay for a holiday not worked, an employee must work his regularly scheduled hours on both the work day before and the work day after such holiday, unless evidence of the following is presented:

1. Doctor's certificate to show that the employee was not able to work by reason of illness; evidence of birth, death, or marriage in the employee's family; absence excused by Supervisor prior to the holiday.

(f) Except in cases of emergency, employees who are not normally scheduled to work on a day herein described as a holiday will be notified one (1) week prior to the holiday in the event that it is necessary for them to work on that day.

(g) The Employer shall provide eight (8) hours of work for all employees who are scheduled to work on any of the above-named holidays.

(h) If any employee does not work the full shift on a holiday through his own choice, then he shall be paid only for the actual time worked on the holiday.

(i) Any employee called-in to do emergency work on any of the aforementioned holidays shall be paid eight (8) hours at the time-and-one-half hourly rate and shall be credited with eight (8) hours of compensatory time if they are required by the Employer to work less than eight (8) hours.

ARTICLE X. - HOURS AND OVERTIME

(a) The Employer agrees to continue its present policy of a basic eight (8) hour day and a basic forty (40) hour week, provided that the foregoing shall not constitute a guarantee of

Hours or days of work. All time worked in excess of forty (40) hours in any one (1) week shall be paid for at the rate of time and one-half.

(b) Work week to be Monday through Friday. No premium pay will be paid for Saturday/Sunday work unless employee has worked rest of scheduled work week.

(c) Any employee called in to work outside his regular shift resulting in his availability to report for work on his regular shift the following day, will be credited with a day of work for the purposes of figuring overtime for the week.

(d) Employees who are called into work outside their regular shift shall be paid for such work outside their regular shift at the rate of time and one-half (double time if on seventh (7th) day worked in any work week) minimum of four (4) hours straight time pay.

(e) Employees called in to work before regular starting time will be permitted to work their regular full shift.

(f) Time and one-half shall be paid for work performed on the sixth (6th) day of actual work in any work week.

(g) Double time shall be paid for Sunday, provided it is the seventh day of actual work in the work week.

(h) If, in the sole judgment of the Employer, it becomes necessary to fill in for an absent employee on an overtime basis, the order of priority for such assignment shall be:

1. Offered to the employee with the least number of overtime hours worked on the off-going and on-coming shifts in the same classifications.

2. Offered to the employee on a scheduled day off in the same classification.

3. Assignment from among employees in the same classification on off-going and on-coming shifts in inverse order of seniority.

4. Overtime shall be distributed equally within each classification. The Employer will post a notice every ninety (90) days showing the number of pay hours worked by each employee.

ARTICLE XI. - LEAVES OF ABSENCE

(a) Leaves of absence shall not be unreasonably refused by the Employer to any employee who has been continuously employed by the Employer for more than one (1) year. Such leaves of absence shall not exceed thirty (30) days but may be renewed for good reason.

(b) No leaves of absence shall be granted to any employee for the purpose of working in the employ of any other Employer.

ARTICLE XII. - DEATH IN THE IMMEDIATE FAMILY

(a) An employee shall be granted a leave of absence for time reasonably needed in connection with the death and the funeral of a member of his or her immediate family, with pay, under the following conditions.

1. A member of the employee's immediate family is defined as father, mother, father-in-law, mother-in-law, husband, wife, brother, sister, son or daughter.

2. Such leave shall be limited to three (3) work days on which he is scheduled (twenty four (24) hours in all), the last day of which shall be the day of the funeral, unless religious observance requires absence after the funeral.

3. Such leave, not to exceed three (3) work days on which he is scheduled, shall be granted without loss of pay up to a maximum of eight (8) hours straight-time-base-rate-pay for each such leaves.

4. Payments for such leave, not to exceed three (3) work days on which he is scheduled, shall be counted and included in computing overtime or premium pay.

ARTICLE XIII. - WAGES

(a) The following wage rates (hourly) shall be in effect for the duration of the agreement:

	Effective October 1, 1988	Effective January 1, 1990
Senior Repairman	\$12.15	\$12.60
Repairer & Equipment Operator	11.75	12.20
Apprentice Repairer*	11.05	11.50
Plant Operator	11.50	11.95
Apprentice Operator*	10.95	11.40
Laborer	10.35	10.80

* Note: These are training positions. After successful completion of a six (6) month training period, employees shall move to the Repairer or Operator positions at the appropriate rate.

ARTICLE XIV. - MISCELLANEOUS

(a) SUPERVISORY EMPLOYEES: Supervisory employees will not perform jobs within any of the functions of employees in the bargaining unit, with the following exceptions:

1. In case of emergency to save or protect equipment or to prevent wasting materials.

2. For the purpose of temporarily relieving an employee where no bargaining unit employee is available.

3. For the purpose of training or instruction.

4. In the absence of regular employees when no other qualified employees are available.

5. For research and development work which does not displace a bargaining unit employee.

(b) LUNCH PERIODS: Employees shall be given a thirty (30) minute lunch period without pay.

(c) BREAK PERIODS: Employees will be assigned one (1) ten (10) minute break period in the first half of their shift and one (1) ten (10) minute break period in the second half of their shift.

(d) OVERTIME NOTICE: The Employer agrees to give twenty-four (24) hours notice for scheduled overtime work to be performed on Saturdays, Sundays and holidays to all workers where such days are not usual days of work. The provisions of this section do not apply to emergency overtime work.

(e) FURLOUGH NOTICE: Employees will be notified of an impending furlough two (2) working days before the furlough becomes effective.

(f) JURY DUTY: If any employee actually loses work because he is required to serve on any jury, he will be reimbursed at his applicable base hourly rate for the time lost (not in excess of eight (8) hours in any day, less the jury fee received by him with respect to such lost days as evidenced by a certificate of the Clerk of the Court. The hours for which such payment is made shall be considered as hours worked for the purpose of determining overtime or premium pay.

(g) SICK LEAVE: Employees will receive one (1) sick day for each two (2) months of service, beginning after the six (6) month probationary period is completed. Should an Employee remain employed after the probationary period, he shall receive sick leave at the said rate for the six (6) months. This will continue until the December 31st following the Employee's one (1) year anniversary date. Thereafter, Employees shall receive seven (7) sick days per year.

Unused sick leave shall be paid for by the Employer at the Employee's regular rate of pay in December of each calendar year.

Employees may be required to submit a Doctor's certificate on the third (3rd) day of illness.

Notice of sick leave usage must be provided prior to the beginning of the shift by 6:00 a.m. for the day shift; by 1:00 p.m. for the afternoon shift; and by 9:00 p.m. for the evening shift.

The pay for each day of sick leave shall be calculated at eight (8) times the hourly wage rate in effect for said Employee at the time the sick day is taken.

(h) JOB BIDDING:

1. When in the sole judgment of the Employer, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board. Such posting shall remain on the bulletin board for a period of three (3) days and shall contain the title of the job, the hourly rate of pay, and the hours of work.

2. Provisions for employees who are on leave of absence or sick leave to participate in bidding on such jobs shall be made by the Employer. Unless an obvious deficiency exists, the employee with the longest service with the Employer who signifies his interest will be given the opportunity to qualify for the job on a six (6) month basis.

3. If he qualifies in the opinion of the Employer for the job for which he has bid, he shall be assigned to that job and he shall be paid at the rate of that job for all hours worked from the date on which he began his trial period.

4. If at any time during the six (6) month trial period the employee concludes that he is not qualified, he shall thereupon be regarded as having failed to qualify and shall revert to his former job.

(i) DRESS REGULATIONS: The Employer must insist that uniforms be worn at all times when working for the Employer. The Employer will provide one (1) winter jacket as part of the uniform and, in addition, will provide up to Fifty Dollars (\$50.00) per

year for each Employee to purchase steel-tipped work shoes, which must be worn while on duty.

(j) TEMPORARY WORK ASSIGNMENTS:

1. An employee temporarily assigned to a higher rated job for a period of one (1) full shift or more shall receive the higher rate of pay for the entire period that her performs the higher-rated job.

2. An employee temporarily assigned to a lower-rated job shall receive the higher rate of his regular job as long as he is temporarily assigned to the lower-rated job. This is not to be confused with rates paid to employees transferred to a lower-rated job.

(k) SHIFT DIFFERENTIAL:

1. Shift differential for the second shift (afternoon shift) is established at \$.20 per hour.

2. Shift differential for 3rd shift (midnight shift) is established at \$.50 per hour.

(l) POSSESSION OF N.J. WASTE TREATMENT LICENSE

1. Employees possessing a valid N.J. Waste Treatment License shall be paid a \$.50²⁵ per hour differential for a Level 1 license and an additional \$.50²⁵ per hour for a Level 2 license. *take out*

ARTICLE XV. = INSURANCE AND TEMPORARY DISABILITY BENEFITS

(a) The employer agrees to continue to pay the premium for life insurance coverage of one and one-half times the annual salary. This is known as non-contributory life insurance. Each employee may elect under the rules of the Public Employment Retirement System to be covered for additional life insurance in an amount equal to one and one-half times his annual salary by

electing to pay the premium for such coverage. This is known as contributory life insurance. The Employer agrees to continue to bear the cost of the presently existing hospital, surgical and dental coverage including costs of employees who retire under the rules of the N.J. Public Employment Retirement System.

(b) The Employer will provide Temporary Disability Benefits in the same weekly amount and based on all of the same provisions and eligibility requirements as the New Jersey State Temporary Disability Law. If and when the employees of the Employer become eligible to be covered by the New Jersey State Disability Law, then temporary disability benefits will be provided through the New Jersey State Program.

(c) Authority to reimburse employees for 1 blood test per year, if Blue Cross/Blue Shield, Major Medical does not cover it.

ARTICLE XVI. - PENSIONS

(a) The Employer agrees to maintain existing pension plan coverage with respect to each eligible employee.

ARTICLE XVII. - CHANGES AND AMENDMENTS

(a) It is understood and agreed that any changes or amendments which would add to, alter or modify the terms of this Agreement will be reduced to writing and signed by both parties, providing agreement has been reached.

ARTICLE XVIII. - APPLICABLE LAWS

(a) In the event that any provision of this Agreement is invalid or hereafter becomes invalid by reason of any Federal or State law, it is agreed that the parties will comply with any and all obligations imposed on them by such law. It is further

agreed that any provision of this Agreement which is invalid or may hereafter become invalid by reason of any Federal or State law shall not affect the validity of all the other provisions of this Agreement, and all such other provisions shall continue to remain in full force and effect and binding upon the parties until the termination hereof.

ARTICLE XIX. = PROBATIONARY PERIOD

All newly employed employees shall serve a probationary period of six (6) months. During that time, the Employee may be terminated for any reason by the Employer, and the Union will not file any grievance or other action on the Employee's behalf.

(a) All new employees will be provided with hospitalization after completion of 30 days of employment. Probationary period for the collection of union dues shall be 30 days of employment.

ARTICLE XX. = TERM OF AGREEMENT

(b) This Agreement shall be in full force and effect from October 1, 1988 and shall continue in full force and effect until 12:00 p.m. Midnight, December 31, 1990 and thereafter for successive one (1) year periods unless one of the parties hereto, on or before the sixtieth (60th) day preceding any anniversary date, shall notify the other party hereto in writing of its desire to modify or terminate same.

IN WITNESS WHEREOF, said Employer has caused these presents to be signed by its Chairman and the Labor Relations Director, and attested by its Secretary, and has caused its official seal to be affixed hereto, and said Union has caused its

corporate seal to be affixed and attested by its Secretary, and these presents to be signed by its President the day and year first above written.

ROCKAWAY VALLEY
REGIONAL SEWERAGE AUTHORITY

BY: James Ruse

Chairman

Attest:

Secretary

(Seal)

Attest:

William H. Francisco, Jr.
Secretary

(Seal)

WILLIAM H. FRANCISCO, JR.
Notary Public of New Jersey
My Commission Expires April 2, 1992

5, 1992

LOCAL 945 TEAMSTERS

BY: Edoardo Brandon
President

BY: James T. ...

Chief Steward

William J. ...
Edward J. ...

MEMO OF UNDERSTANDING

WHEREAS, the parties hereto have reached an understanding as to the terms of a Collective Bargaining Agreement for October 1, 1988 through December 31, 1990; and,

WHEREAS, the parties desire to memorialize an understanding they reached during the negotiation of the said Agreement; it is hereby

UNDERSTOOD AND AGREED, that should any Operator obtain a state license during the term of the Agreement, the Union reserves the right to reopen negotiations for the sole purpose of negotiating an increase in rate due to the obtaining of the license.

FOR THE UNION:
Local 945 Teamsters

Richard M. ...
Edward T. ...
Melvin G. ...
ATTEST:
Edward J. ...

Dated: Nov. 7, 1988

FOR THE ROCKAWAY VALLEY
REGIONAL SEWERAGE AUTHORITY

Lawrence ...

ATTEST:

William H. Francisco, Jr.

WILLIAM H. FRANCISCO, JR.
Notary Public of New Jersey
My Commission Expires April 8, 1992

5, 1992