

AGREEMENT
BETWEEN
LOCAL UNION NO. 866, INTERNATIONAL
BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS
OF AMERICA
AND
BOROUGH OF NORTH PLAINFIELD, NEW JERSEY

2003 - 2006

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LABOR AGREEMENT

AGREEMENT entered into this *9th* day of *July*, 2002, between LOCAL UNION NO. 866, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION" and BOROUGH OF NORTH PLAINFIELD, New Jersey, hereinafter referred to as the "EMPLOYER." The effective date of this Agreement is January 1, 2003. The EMPLOYER and the UNION agree as follows:

ARTICLE I

RECOGNITION

The EMPLOYER 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.

EXCLUDED are all professional, office clerical, watchmen, guards, policemen, firemen and managerial executives, craft and confidential employees and supervisors within the meaning of the Public Employment Relations 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 for the purpose of instruction, training and in the absence of qualified people, or in the event of an emergency such as a flood. This provision shall not be utilized to deprive employees the opportunity to earn wages.

ARTICLE III

DUES CHECK-OFF

The Employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 866 within ten (10) days after the dues are deducted.

After an employee has been employed for sixty (60) days, the Employer agrees to deduct the initiation fee in two (2) consecutive pay periods and to transmit the same as above set forth.

The Union will indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the Union supplying to the Employer concerning the names of the Union members and the amount of dues to be deducted.

ARTICLE IV

PROBATIONARY PERIOD

All newly hired employees shall serve an initial probationary period of ninety (90) days. 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. The Borough may extend, with notice to the Union, the probationary period an additional ninety (90) days. In order to carry out said extension, the Employer must give seven (7) days written notice to the Union Business Agent prior to the expiration of the initial ninety (90) day period.

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 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

NOTIFICATION TO THE UNION

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

The Employer will notify the Union in writing prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number and rate of pay at the beginning of each calendar year.

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 VII

PROMOTIONS AND DEMOTIONS

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 five (5) 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. The determination of qualifications criteria necessary shall be the sole responsibility of the Borough. Such qualifications/qualification criteria determination shall not be subject to the grievance procedure.

Promotions shall be awarded to the most senior qualified employee who bids for the job. The determination of qualifications and qualifications criteria necessary shall be the sole responsibility of the Borough. Such qualifications/qualification criteria determinations shall not be subject to the grievance procedure.

The successful bidder shall receive a trial period of thirty (30) days on the new assignment. Such employee shall be compensated at the rate of pay of 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 VIII

SUSPENSIONS OR REVOCATION OF LICENSE

In the event an employee shall suffer a suspension or revocation of his chauffeur'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 layoff provisions applicable to him at the time of such suspension.

All persons hired after January 1, 1994 shall hold the CDL license designation as a requirement of their employment. All members employed as of December 31, 1993 whose position requires CDL license designation shall be required to take and successfully complete all written and road tests necessary to acquire CDL licensing by December 31, 1995. Any such members not acquiring the CDL license designation by December 31, 1995 shall be reduced to a subordinate rank and pay.

ARTICLE IX

SUBCONTRACTING

All subcontracting decisions shall be made in accordance with applicable PERC rulings.

ARTICLE X

LAYOFFS AND RECALL

In the event the Employer reduces the working force, 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) calendar 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 by registered or certified mail, return receipt requested and regular mail to the last known address of such employee. The employee shall be required to respond to the Borough, in writing, within seven (7) calendar days of the date of the letter; otherwise, the employee will have been deemed to have abandoned his/her right to be recalled.

The within provisions regarding layoffs and recall shall not be deemed applicable to State or Federally funded employees.

State or Federally funded employees shall be given primary consideration for hire as permanent employees.

ARTICLE XI

SEPARATION OF EMPLOYMENT

Upon due discharge or quitting, the Employer shall pay all monies due to the employee including pro-rata vacation pay on the pay day for the payment period for the last day of the employee's employment by the following pay period.

ARTICLE XII

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 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, 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 operations.

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 so long as such time off to conduct such investigations, presenting and/or processing grievances does not interfere with the normal operations of the Employer. 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, slow down or work stoppage.

Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer, without the loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime; provided, however, that under no circumstances shall any time spent by stewards after working hours be considered work for the purpose of computing working hours and/or overtime.

ARTICLE XIII

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, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE XIV

GRIEVANCE PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute involving the provisions of this collective bargaining agreement.

Any Shop Steward shall be permitted time to investigate and adjust the grievance of any employee after notification to the supervisor. Employee(s) 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 Director, Department of Public Works 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 Director, Department of Public Works 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 a representative of the Employer with authority to act upon such grievance. A decision must be made within five (5) working days.

Step 3: If no satisfactory settlement can be agreed upon, the matter may be referred by the Union to arbitration within twenty (20) calendar days from the time the answer is rendered or due to be rendered in Step 2 to the Public Employment Relations Commission. The Employer and the Union shall be bound by the rules and procedures of the Commission.

The Arbitrator shall not have the authority to amend, modify or vary in any way the terms of this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability prior to the commencement of the hearing. A mutual settlement of the grievance, pursuant to the procedures set forth herein, will be final and binding on

all parties. A decision of the Arbitrator shall also, as an initial question, determine any question of arbitrability.

The Arbitrator shall set forth his/her findings of fact and conclusions of law for making the award, which shall be rendered within thirty (30) calendar days of the close of the record. The costs of the services of the Arbitrator shall be borne equally by the Employer and the Union. All other expenses incurred including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.

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.

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

If either party fails to comply with the award of the Arbitrator or with the procedures of this Article, either party shall have the right to take all appropriate legal and/or equitable action to enforce compliance.

All grievances will be filed in writing. The authorized representative of the Union will be the Union Business Representative.

If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding level in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified at any step of the grievance procedure, the grievance shall be deemed to have been denied.

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 the discharge or suspension.

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.

A discharged or suspended employee must advise his LOCAL UNION in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

ARTICLE XVI

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. There shall be no split shifts.

The scheduled hours of work are shown below:

7:00 a.m. to 3:30 p.m.

The Employer shall allow a one-half (½) hour unpaid lunch period each day.

Twice a week the Employer may schedule an employee to operate the street sweeper from 4:00 a.m. to 12 noon, granting to said employee a paid one-half (½) hour lunch period.

The Employer agrees to allow a paid one-half (½) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (½) hour lunch period for each subsequent four (4) hours of work.

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

The Employer agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the regular or applicable premium rate of pay, as the case may be, whenever the Employer calls an employee into work on a Monday through Friday at times other than the employee's scheduled work hours unless the call-in is contiguous to the employee's work shift. The Borough reserves the right to require the employee(s) to work the full three (3) hours in question.

The Employer agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever the Employer calls an employee into work on a Saturday, Sunday or holiday. The Borough reserves the right to require the employee(s) to work the full three (3) hours in question.

ARTICLE XVII

PREMIUM PAY

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

One and one-half (1-½) 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.

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. 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 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 vacation day (Monday through Friday) for which the employee was called into work.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

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.

Anything to the contrary contained herein notwithstanding, premium wages for the job classification "Equipment Operator-Mechanic" shall be identical to and no more than premium wages for the job classification "Equipment Operator."

ARTICLE XVIII

SNOW REMOVAL

Employees performing emergency work such as snow plowing, sanding, flood control, storm damages, etc., for more than four (4) consecutive hours outside their normal work day shall have one (1) hour off after each four (4) hours of such work, said hour off shall be considered one-half (½) hour as a lunch break and one-half (½) hour as a rest period.

ARTICLE XIX

JOB CLASSIFICATION SHEETS

The Employer will prepare and make available to the Union Job Classification Sheets describing the principal functions of each job classification covered by this Agreement and any new classifications coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate of pay. The Employer agrees that in establishing a new classification, the existing classifications at that time will not in any way be eroded. The Union may recommend changes in the classification sheet.

The Employer and the Union agree that the current classifications will be continued. The duties of the "Equipment Operator-Mechanic" shall be increased to include tune-ups, brake work, shock work, and other minor repairs on all Borough-owned vehicles including, but not limited to, police cars.

ARTICLE XX

WORK ASSIGNMENTS

The Employer agrees not to direct or require their employees or persons other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit, except as may herein otherwise be provided by this Agreement.

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

ARTICLE XXI

WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay regardless of the time period shall be paid the higher rate of pay for the entire day including overtime.

ARTICLE XXII

RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of Job Classifications and Rates of Pay in Schedule "A", which is attached hereto and made a part of this Agreement.

ARTICLE XXIII

LONGEVITY

Employees are entitled to receive two percent (2%) of base wages as longevity pay for each completed five (5) years employment up to a maximum of six percent (6%), except as modified below.

Employees hired after January 1, 1994 shall not receive longevity payments at the five (5) and ten (10) year plateaus as is provided in the first Paragraph of this Article, but shall receive their initial and only entitlement to longevity at the six percent (6%) plateau after fifteen (15) years of service or more.

Longevity entitlement is based upon each employee's initial date of hire.

ARTICLE XXIV

PAY DAY

Employees will be paid all earnings by check on alternate Thursdays. 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.

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 | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Independence Day | Christmas Eve Day |
| Labor Day | Christmas Day |

Two (2) personal days for no sick time taken in the previous calendar year. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. Any holiday which falls on a Sunday shall be celebrated on the following Monday.

The employee shall work the work days immediately preceding and succeeding the holiday in order to receive pay for that holiday.

ARTICLE XXVI

VACATIONS

Vacation entitlement shall be based on the employee's anniversary date of employment. Vacation pay shall be based on the employee's forty (40) hours straight time pay.

Members employed on December 31, 1993 shall receive the following annual vacation:

- (a) eight (8) workdays after completion of one (1) year of employment;
- (b) sixteen (16) workdays after completion of two (2) continuous years of employment;
- (c) seventeen (17) workdays after completion of four (4) continuous years of employment;
- (d) twenty-four (24) workdays after completion of nine (9) continuous years of employment; and,
- (e) thirty (30) workdays after completion of nineteen (19) continuous years of employment.

Members employed on or after January 1, 1994 shall receive the following annual vacation:

- (a) eight (8) workdays after completion of one (1) year of employment;
- (b) ten (10) workdays after completion of two (2) years of continuous employment;
- (c) fifteen (15) workdays after completion of four (4) continuous years of employment through completion of nine (9) continuous years of employment; and,
- (d) twenty (20) workdays after completion of ten (10) continuous years of employment.

Vacation may be scheduled throughout the calendar year. Vacation schedules shall be posted by April 1st.

Preference for selection shall be awarded to employees in the order of greatest total employment seniority in the bargaining unit.

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 or the employee is disabled during the vacation period the remaining vacation time shall be canceled and rescheduled at the employee's request. The Employer may request proof substantiating death or disability.

Vacations may be taken at any time during the course of the calendar year.

There shall be posted in each department an open schedule on which employees shall indicate their vacation preference, thus making it possible for individual employees to discuss with each other their individual preferences and make any mutually agreeable exchanges of vacation times. Employees shall have the right to move their vacation preference to a period in which a vacancy exists provided reasonable prior notice is given. There shall be no seniority "bumping" privileges once the scheduling of vacations has been completed.

The Borough will indicate on the schedule the number of men in each classification it can spare at any one time during the vacation season. The number of men allowed to take a vacation in any particular week in each classification within a department is subject to review and discussion between the Shop Steward and the Department Head.

ARTICLE XXVII

SICK LEAVE

Sick leave shall be granted in accordance with the provisions of Ordinance No. 659, which said Ordinance is hereinafter reproduced and annexed to this Agreement as Schedule "B" and which said Ordinance and the provisions thereof are fully incorporated in this Agreement.

An employee, while on job-related disability, receiving his/her normal compensation and who, in addition, qualifies for payment under Workmen's Compensation and/or Temporary Disability laws shall, during the period he/she receives such benefits, be entitled only to that portion of his/her regular pay that, when added to either the workers compensation payments or temporary

disability payments or both, equals his/her normal pay. No employee, while receiving such payments, shall receive more than the full salary he/she would have received at the time of the injury/leave.

The employee will be responsible for notifying the Department Head or Administrator no later than one-half (½) hour before the start of the scheduled work day in order to be eligible for sick leave, except under exigent circumstances.

ARTICLE XXVIII

HEALTH CARE INSURANCE PROGRAM

The Employer shall provide each employee, excluding probationary employees, the following Health Care Insurance with dependent coverage:

- A. Comprehensive Hospital Insurance
- B. Comprehensive Surgical Insurance
- C. Diagnostic Insurance
- D. Major Medical
 - 1. \$50.00 deductible
 - 2. 80-20 co-insurance on the first \$20,000.00
 - 3. \$100,000.00 cumulative maximum-\$25,000.00 maximum per calendar

year.

The Employer agrees to pay full cost for the above-described Health Care Insurance Program.

The Employer shall provide each employee, excluding probationary employees, a group dental insurance plan equal to that given to the police department. The Employer agrees to pay the full cost for the above-described group dental insurance plan.

Failure on the part of the Employer to regularly contribute as specified herein above shall make him liable for all claims.

The schedule of benefits to which each covered employee is entitled will be attached to and made a part of this Agreement.

If the Borough should change insurance carriers, advanced notice will be given to the Union.

Each employee may voluntarily elect, effective January 1, 1999, to reduce the medical insurance directly provided by the Borough for the employee and/or his/her family in order to avoid dual coverage by the Borough and the employee's spouse. The employee has the option to reduce his/her number of family members covered (i.e. from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Borough, the employee shall receive forty (40%) percent of the difference between the original coverage and reduced coverage, which shall not be less than one (1) calendar year. The employee shall, prior to the receipt of such payment, provide certification of spousal insurance coverage. The employee may return to previous coverage status by providing the Borough at least ninety (90) calendar days/ written notice prior to the open enrollment period to the Administrator requesting coverage. The same process holds for the reduction of coverage status.

ARTICLE XXIX

GROUP INSURANCE AND PENSION

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

Pension benefits shall be based on those items of compensation acceptable to the Public Employee Retirement System.

ARTICLE XXX

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, brother, sister, parents, parents-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of employee or spouse.

This provision also applies for any other relative who resides with the employee.

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 XXXI

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

Members serving on inactive military duty whose units are reactivated shall resume all former employment service credits together with such improvements as such employee would have gained had their military unit not been reactivated, so that in no event will employment service credit status be less than provided by applicable Government laws and regulations.

ARTICLE XXXII

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 XXXIII

UNIFORMS

Until implementation of this Agreement following its execution in 1992, employees shall provide and maintain their own uniforms which shall consist of shirts, pants, rain gear, winter coat, and shoes.

The Director of the Department of Public Works shall specify the type and color of shirts and pants to be utilized as part of the uniform.

Each employee shall be provided the sum of five hundred dollars (\$500.00) per annum for a clothing allowance for 2003, 2004 and 2005, by April 15th.

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It shall be the obligation of each employee to maintain his uniforms in good condition and to wear same on all work days between April 15th and October 15th. Failure to maintain uniforms or to wear same as required will result in disciplinary action against the employee, including deduction of pay for failure to be properly attired during the period specified.

ARTICLE XXXIV

UNION BULLETIN BOARD

The Employer 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. No one is allowed to post any information on the Union Bulletin Board without express written approval of the Union Business Agent or the Union President.

ARTICLE XXXV

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 employees to take out on the streets or highways any vehicles that are not in 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 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 the equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so that the driver can see the same.

ARTICLE XXXVI

SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, toilet facilities 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 and 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 guarantee 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 regular hourly rate of pay for such time.

ARTICLE XXXVIII

NON-DISCRIMINATION

The Employer and the Union agree to not discriminate against any individual with respect to hiring, compensation and other terms and conditions of employment because of such individual's race, color, sex, national origin or age (between the years of forty (40) and sixty-five (65)), 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 (between the years of forty (40) and sixty-five (65)).

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 XXXIX

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 labor dispute, or refuses to go through or work behind any primary picket line, except as to extreme emergency conditions.

ARTICLE XL

NO STRIKE - NO LOCKOUT

The parties agree to settle any differences through the grievance and arbitration procedure; therefore, the Union agrees that it will not call a strike or any other action interrupting the Employer's business and the Employer agrees that it will not lock out its employees during the term of this Agreement.

ARTICLE XLI

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 XLII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section 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 of restraint.

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

ARTICLE XLIII

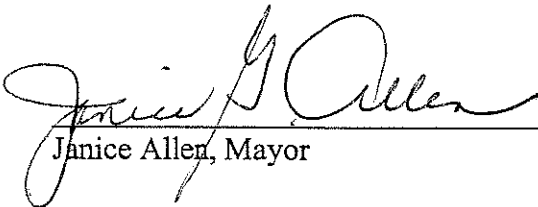
TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2003 to and including December 31, 2006 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 the date of expiration.

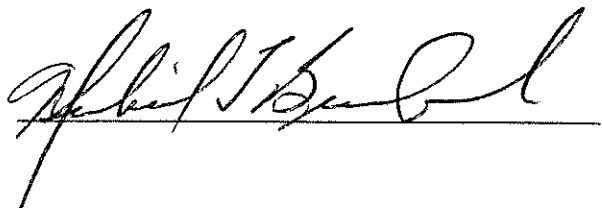
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ^{9th} day of ~~JULY~~ , 2002, to be effective as of January 1, 2003.

FOR THE EMPLOYER:

FOR THE UNION:



Janice Allen, Mayor



Philip J. Bunch

ATTEST:

ATTEST:



Gloria Pflueger, Clerk



SCHEDULE "A"

JOB CLASSIFICATIONS AND RATE OF PAY

<u>Classifications</u>	<u>January 1, 2003</u>
Driver	\$21.97 per hour
Laborer	\$20.64 per hour
First Year Man	\$17.91 per hour
Probationary	\$16.44 per hour
Equipment Operator	\$23.30 per hour
Equipment Operator Mechanic	\$23.30 per hour plus \$90.27 per week
Bucket Equipment Operator (Limited to One Man)	\$24.25 per hour

Masonry Work - Employees will be paid \$1.88 per hour over normal rate while performing masonry work.

Mechanic Work - Employees other than the Equipment Operator - Mechanic performing mechanic work with prior approval in accordance with procedures established by the Director of the Department of Public Works will be paid \$2.25 per hour over normal rate while performing such mechanic work.

SCHEDULE "A" (Continued)

JOB CLASSIFICATIONS AND RATE OF PAY

<u>Classifications</u>	<u>January 1, 2004</u>
Driver	\$22.72 per hour
Laborer	\$21.34 per hour
First Year Man	\$18.52 per hour
Probationary	\$17.00 per hour
Equipment Operator	\$24.09 per hour
Equipment Operator Mechanic	\$24.09 per hour plus \$93.34 per week
Bucket Equipment Operator (Limited to One Man)	\$25.07 per hour

Masonry Work - Employees will be paid \$1.94 per hour over normal rate while performing masonry work.

Mechanic Work - Employees other than the Equipment Operator - Mechanic performing mechanic work with prior approval in accordance with procedures established by the Director of the Department of Public Works will be paid \$2.33 per hour over normal rate while performing such mechanic work.

SCHEDULE "A" (Continued)

JOB CLASSIFICATIONS AND RATE OF PAY

<u>Classifications</u>	<u>January 1, 2005</u>
Driver	\$23.49 per hour
Laborer	\$22.07 per hour
First Year Man	\$19.15 per hour
Probationary	\$17.58 per hour
Equipment Operator	\$24.91 per hour
Equipment Operator Mechanic	\$24.91 per hour plus \$96.51 per week
Bucket Equipment Operator (Limited to One Man)	\$25.92 per hour

Masonry Work - Employees will be paid \$2.01 per hour over normal rate while performing masonry work.

Mechanic Work - Employees other than the Equipment Operator - Mechanic performing mechanic work with prior approval in accordance with procedures established by the Director of the Department of Public Works will be paid \$2.41 per hour over normal rate while performing such mechanic work.

SCHEDULE "A" (Continued)

JOB CLASSIFICATIONS AND RATE OF PAY

<u>Classifications</u>	<u>January 1, 2006</u>
Driver	\$24.29 per hour
Laborer	\$22.82 per hour
First Year Man	\$19.80 per hour
Probationary	\$18.18 per hour
Equipment Operator	\$25.76 per hour
Equipment Operator Mechanic	\$25.76 per hour plus \$99.79 per week
Bucket Equipment Operator (Limited to One Man)	\$26.80 per hour

Masonry Work - Employees will be paid \$2.08 per hour over normal rate while performing masonry work.

Mechanic Work - Employees other than the Equipment Operator - Mechanic performing mechanic work with prior approval in accordance with procedures established by the Director of the Department of Public Works will be paid \$2.49 per hour over normal rate while performing such mechanic work.