

AGREEMENT

**BETWEEN
THE BOROUGH OF NORWOOD
AND
NORWOOD DPW ASSOCIATION**

JANUARY 1, 2004 through DECEMBER 31, 2008

Mayor Michael B. Kaplan

Council President Altenbach

Councilman Brizzolara

Councilwoman Senatore

Councilman Guercio

Councilman Scott

Councilman Barsa

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PREAMBLE

THIS AGREEMENT, is made on this 1st day of January 2004 by and between the BOROUGH OF NORWOOD (hereinafter referred to as the “Employer”), a body politic and corporate of the State of New Jersey, and the Norwood DPW Association (hereinafter referred to as “the Association”).

ARTICLE I. ASSOCIATION RECOGNITION

The “Employer” recognizes the Norwood DPW Association as the exclusive bargaining representative of all regular full time employees for the purpose of collective negotiations concerning negotiable terms and conditions of employment.

ARTICLE II. PRESERVATION OF RIGHTS

The Employer hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;
- (b) To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law, all of which are subject to any limiting provisions of this Agreement.

Nothing contained herein shall be construed to deny or restrict the Employer of his rights, responsibilities and authority, under R.S. 11, 40 and 40A or any other national, state, county or other applicable laws.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instructions, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE III. NON-DISCRIMINATION

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

- B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

- C. All references in this Agreement to the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE IV. ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The “Employer” agrees that it will not enter into any collective negotiations Agreement with any organization other than the “the Association” with regard to the employees covered in Article I, Recognition, so long as it continues to represent such employees during the Terms of this Agreement.
- B. The Association shall be responsible for acquainting its members with the terms and provisions of this Agreement and shall make every reasonable effort to secure compliance by its members with those terms and conditions.
- C. The Association business agent and/or his representatives previously designated by “the Association” shall be admitted on the premises of the “Employer” for Association business, and can raise with the “Employer” any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. The actions by “the Association” business agent and/or representatives shall be only during regular business hours and upon prior notice to the Superintendent.
- D. The Association may designate one (1) employee representative who can raise with the “Employer” any questions concerning the enforcement and applicability of the Agreement, and all terms and conditions of employment. The Association shall furnish to the “Employer” in writing within thirty (30) days of the date of the signing of this Agreement the name of the representative and notify the “Employer” of any changes within thirty (30) days after said changes are made. Time spent on “the Association business shall not be included as qualifying time toward overtime calculations.

ARTICLE V. DUES, DEDUCTION, AND AGENCY FEE

- A. Regular membership dues will be deducted from each employee's paycheck at \$15 every pay period.
- B. The Association having made membership available to all employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representation fee in lieu of dues as a condition of employment. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join "the Association" within (30) days thereafter, any new permanent employee who does not join within (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to "the Association" by automatic payroll deduction. This fee shall not to exceed eighty five percent (85%) of the regular membership dues, fees and assessments, as permitted under the New Jersey Employer-Employee Relations Act. As amended, P.L. 1974c 123 (C.34: 13A-5.4). The Association shall certify to the Employer that the amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by N.J.S.A. 34:13A-5.5.
- C. The "Employer" shall deduct such fee by means of a payroll deduction and remit same to the Treasurer of the Association together with the list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made.

- D. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as "the Association" remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between "the Association" and the "Employer".
- E. Seasonal and part time employees can work no more than one hundred twenty (120) days in one calendar year and are exempt from dues and initiation fees. Except in the case of emergency or in the event of performance of an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week, to a maximum of 120 days in any calendar year. Seasonal or Part-time employees shall not be hired or retained if regular permanent employees are on temporary layoff due to reduction in force.

ARTICLE VI. PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of one year. During this probationary period, the Borough reserves the right to terminate the employee in its sole subjective discretion. A probationary employee so terminated shall not have recourse under this Agreement.

ARTICLE VII. SENIORITY

- A. SENIORITY – Seniority is defined as employment based on length of continuous service with the Borough from the date of hire.

- B. SENIORITY LIST – A seniority list shall be made available to the Union twice a year – January 1 and July 1, showing the date of hire and rank or last date of rehire of all employees in the bargaining unit by the Borough Clerk’s Office.

- C. Seniority shall prevail in all matters where a preference may be established, such as, without limiting the generality of the foregoing, economic layoff, recall and vacation choices. The person or persons last hired shall have the last preference. Employees who are laid off will be eligible for recall up to a maximum of 9 months from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within forty-eight hours of this notice of recall which shall be by regular mail or certified mail addressed to the employees last address in the employer’s file, a copy of which shall be given to the Union.

- D. An employee shall on the date worked immediately following successful completion of the probationary period be considered to have seniority as of the date of hire.

ARTICLE VIII. HOURS OF WORK

- A. The regular workweek shall consist of forty (40) working hours, Monday through Friday, inclusive. The regular workday shall consist of eight (8) working hours commencing no earlier than 7:00 a.m. and ending no later than 3:30 p.m., with one half (1/2) hour unpaid lunch break.
- B. During each regular workday, employees covered by this Agreement shall receive two (2) fifteen (15) minute duty-free breaks: one during the morning and one during the afternoon. The scheduling of these breaks shall be at the discretion of the Superintendent of the Department. In no instance may these breaks be scheduled to permit late arrival or early dismissal of any employee.
- C. The Borough of Norwood will pay Ten (\$10.00) Dollars toward meals whenever any employee works twelve consecutive hours. In a call-out emergency situation when an employee is not scheduled to work, the employee is entitled to one (1) Ten (\$10.00) Dollar meal payment per eight (8) hour shift. Payment can be made by the submission of a cash voucher.

ARTICLE IX. OVERTIME

- A. Work in excess of the EMPLOYEE'S basic eight (8) hour or forty (40) week shall be overtime and shall be paid at time and one-half (1.5) rate in pay. For a consecutive period that includes more than eight (8) hours of overtime, any overtime hours worked beyond that period shall be paid at double (2) the straight hourly rate for snowplowing and emergency situations only.
- B. With the approval of the Superintendent, an Employee may elect to receive compensatory (CTO) time in lieu of overtime pay.
- C. For time worked on a Sunday or Holiday, compensation shall be paid at the rate of two (2) times the above hourly rate of pay for each hour of work, provided that the Employee works all scheduled days during the work week on which the Sunday or Holiday falls.
- D. If an Employee works twenty-four (24) hours without being relieved for the day, he or she shall receive overtime for his next contiguous shift as well.
- E. Compensatory time off in lieu of cash payment for overtime may accrue to a maximum of 40 clock hours (i.e., 60 total hours). Employees who accrue the maximum 40 clock hours of CTO shall thereafter be paid cash overtime payments for all approved overtime in excess of 40 clock hours.
- F. All overtime will be paid together with the regular paycheck, consistent with the Fair Labor Standards Acts.
- G. In snow emergencies, or other natural or manmade disasters overtime is mandatory. Every effort will be made by the Superintendent, in good faith, to accommodate family or personal emergencies. Regular doctor or dental appointments, not of an emergency nature, ordinarily do not constitute a personal emergency justifying the refusal of overtime in an emergency situation. The part-time outside employment of a Department of Public Works employee, employed full-time by the Borough of Norwood, does not constitute justification for the refusal of mandatory overtime.
- H. It is recognized that as a condition of employment the employees of the Department of Public Works acquire and maintain commercial driver's license. It is recognized that the DWI standards for a commercial driving license are more stringent than the general requirements for a New Jersey driving license. If employees are called in on a snow or

other emergency, they shall advise the Superintendent if they are unable to meet the commercial driving license standards. It is expected that all employees arrive at work on their regular shift, 7:00 a.m. to 3:30 p.m., fit for work. When employees anticipate a snow emergency, it is the responsibility of the employees to conduct themselves in such manner as they will be fit for work when called in.

- I. Cash overtime payment shall be computed at one and one-half (1.5) times the employee's regular rate of pay. Compensatory time off shall be calculated at the rate of one and one-half (1.5) hours of CTO for each hour of overtime work. Paid leave time, including but not limited to vacation leave, sick leave, and CTO shall not be included when calculating hours worked for purposes of overtime eligibility.
- J. Each employee shall complete his/her own overtime voucher and have it signed by the Superintendent and it shall be the responsibility of the Superintendent to submit the voucher for payment.

ARTICLE X

SALARIES

1. The base annual salaries shall be set forth in Appendix "A".
2. Any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.
3. Employees automatically move to the next highest step on their anniversary date of hire.
4. To compute an employee's regular rate of pay, the employee's base pay and longevity, if any, shall be added and then divided by two thousand eighty (2080) hours so that the employee's annual salary is converted to an hourly rate.

ARTICLE XI
LONGEVITY

All full-time employees covered under this agreement hired on or before January 1, 1998 shall be entitled to, longevity payments compounded with base annual salary as set forth in the following schedule:

After five years of service.....	2% per annum
After ten years of service.....	3.5% per annum
After fifteen years of service.....	5% per annum
After twenty years of service.....	6.5% per annum
After twenty five-years of service.....	8% per annum

All other employees covered under this Agreement hired on or after January 1, 1998 are ineligible for longevity benefits.

ARTICLE XII
STAND BY TIME

1. One employee in the Public Works Department shall be available for employment by the department on each weekend and on each holiday described in Article XXII. The employee on stand-by shall be compensated at the rate of one hundred twelve dollars and fifty cents (\$112.50) per day. Any employee who is called into work shall be guaranteed a minimum of two (2) hours pay at the designated overtime rate. However, if the employee is called into work, released before the two (2) hour minimum period has elapsed and then recalled within the same two (2) hour period, he shall not be entitled to receive a second two (2) hour minimum pay.
2. In the event of a sewer emergency, any employee holding a CI or CII Waste Water Treatment License called into work shall be guaranteed a minimum of four (4) hours pay at the designated overtime rate. However, if the employee is called into work, released before the four (4) hour minimum period has elapsed and then recalled within the same four (4) hour period, he shall not be entitled to receive a second four (4) hour minimum pay.
3. A list of those employees to be assigned to standby duty for each weekend of the year shall be posted within five (5) days from the date hereon and thereafter not later than ten (10) days prior to January 1st of each year until a new agreement has been negotiated. The Borough may change such assignments when reasonably necessary due to employee termination, hiring, promotions, illnesses or other incapacity.
4. In the event a designated employee is unable, for any reason, to be on standby, he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to the Superintendent within a reasonable time before the commencement of such standby duty.
5. Any personnel called out on Christmas Day, New Years Day and Thanksgiving Day will receive double-time pay.

ARTICLE XIII

RECALL

- A. Each recall to work will be compensated at a minimum of two (2) hours multiplied by 1 ½ times the employee's hourly rate of pay, which will be defined as weekly base pay plus all items compounded with base pay divided by 40 hours, in addition to the portal-to-portal allowance of one-half hour. A Recall is defined as any call to return to duty, except for snow or other emergencies, as defined in the Emergency Management Guide in place as of January 1, 1998, which occurs at least three hours after the conclusion of an employee's shift. Once the reason for the recall subsides, the employee shall be dismissed from duty. If the recall takes place on a Sunday or Holiday, then the employee shall be compensated at double the hourly rate of pay in accordance with Article IX, Paragraph C.

- B. The Superintendent of the Department shall keep a record of all overtime and

- C. shall make every effort, consistent with the needs of the Borough, to distribute overtime assignments equally among the members of the Department.

- D. The parties agree that when an employee is injured while traveling in response to, or as a result of a recall, and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement.

ARTICLE XIV. SICK LEAVE

Section One – Sick Leave

- A. Sick leave may be used by employees who are unable to work because of:
1. personal illness or injury;
 2. exposure to contagious disease; or
 3. care which is necessary because of the serious health condition of member of the employee's immediate family in accordance with the Federal FMLA or State FLA.
- B. Employees shall be entitled to annual sick leave as set forth below:
1. Newly hired employees shall receive eight (8) hours of sick leave for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and four (4) hours of sick leave if they begin on the 9th through the 23rd of the month.
 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with eight (8) hours of sick leave for each month of completed service.
- C. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with ninety-six (96) hours of sick leave.
- D. Sick leave credits shall not accrue after an employee has resigned or applied for retirement although the employee's name is being retained on the payroll until exhaustion of vacation leave or other compensated leave.
- E. An employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
- F. If an employee will be absent for reasons that entitle the employee to sick leave, the Superintendent shall be notified promptly but no later than one (1) hour prior to the employee's usual reporting time, except in cases of emergency as approved by the Superintendent.
1. Failure to notify the Superintendent may be cause for disciplinary action.

2. Absence without notice for five (5) consecutive scheduled working days shall constitute a resignation not in good standing.
- G. An employee who is absent on sick leave may be required to submit reasonable verification, including verification by a physician, of the need for sick leave. Before returning to work from a sick leave of five (5) consecutive working days or more, an employee must provide a written physician's statement verifying that the employee is fit for duty and may safely return to work.
 - H. Abuse of sick leave may be cause for disciplinary action.
 - I. The Superintendent may require an employee who has been absent because of personal illness or injury, as a condition of the employee's return to duty, to be examined, at the Employer's expense, by a physician designated by the "Employer". The examination shall establish whether the employee is capable of performing the employee's normal duties and that the employee's return will not jeopardize the health and safety of the employee or other employees or citizens.
 - J. An employee using paid sick leave shall be confined to the employee's designated domicile during the employee's regularly scheduled work day, excepting periods of hospitalization, examinations at doctor's office or medical facility, and visits to a local drug store for purposes of obtaining medications.
 - K. An employee using paid sick leave shall not engage in any other work or employment during the employee's period of sick leave.
 - L. The Superintendent may require verification of illness, accident, disability, injury, disease or death of an employee's immediate family member when the employee's use of paid sick leave is due to the serious illness or death of an immediate family member
 - M. Failure to follow sick leave notification and verification procedures may result in a denial of sick leave for that specific absence, be considered an abuse of sick leave and/or constitute cause for disciplinary action.

Section Two – Compensation for Unused Sick Leave

- A. For those employees hired prior to January 1, 1998 the Borough may pay all employees for their accumulated sick days at anytime prior to separation from employment, provided that all employees are paid at or near the same time, or the Borough may pay each employee at his/her separation from employment for any reason. Whichever of the two options the Borough selects, the rate of payout shall be the daily rate of pay in effect at the time the Borough elects to cash-out an employee's sick leave bank.
- B. Employees shall be compensated annually for their unused sick leave, if any, up to ninety-six (96) hours per year. Said payment shall be paid to employees in January of the year immediately following the year in which the sick leave time was accrued and earned. Payment for unused earned sick leave shall be based on the employee's regular rate of pay in effect as of December 31 of the year in which the sick leave time was accrued and earned. Employees shall not accumulate unused sick leave from year to year.

ARTICLE XV. WORKERS COMPENSATION POLICY

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Borough covers workers compensation benefits through its membership in the Bergen County Municipal Joint Insurance Fund (JIF). Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the JIF and payment for unauthorized medical treatment may not be covered pursuant to this Act.

ARTICLE XVI. CIVIL LEAVE – COURT DUTY

Jury Duty will be considered a leave with pay for the time required to attend jury duty that is scheduled either during work hours as prescribed by N.J.S.A. 2A:69-5

ARTICLE XVII. MILITARY LEAVE

Military leave for employees training or serving with any Armed Forces of the United States will be granted for a period not to exceed 15 days. Military leave will also be granted in accordance with the laws applying in such cases for a period not to exceed 90 days for those units, which are federally activated. Employees will be compensated with differential pay during such periods as approved by the Borough Council.

ARTICLE XVIII. BEREAVEMENT LEAVE

1. All full-time employees covered by this Agreement shall be entitled to three (3) consecutive working days Bereavement Leave, with pay, upon the death of a member of his immediate family. (One day of such leave must be either the day of death or the day of the funeral.) Immediate family is defined as spouse, children, parents, brothers, sisters and grandparents of the employee or spouse. Such Bereavement Leave shall not be charged against the employee's vacation or such leave time.
2. An employee may request to use vacation leave in addition to the bereavement leave provided for in this Article. The Superintendent may approve or disapprove the use of vacation leave as bereavement leave in the Superintendent's sole discretion.

ARTICLE XIX. PERSONAL LEAVE

1. Such employee covered by this Agreement shall be granted three (3) personal leave days per year. The employee shall not be required to advise his superior of the reason for such personal days.
2. Personal leave time shall be used in eight (8) hour segments.
3. Newly hired employees shall receive pro-rated personal leave up to the end of their first calendar year. Thereafter, at the beginning of the next calendar year, in anticipation of continued employment, newly hired employees shall be credited with the same personal leave as other employees.
4. Employees shall be required to give the Superintendent of the Department a minimum of twenty-four hours notice of the intent to take such leave and must receive approval from the Superintendent of the Department to insure that the Borough has adequate personnel on hand to perform all necessary functions.

ARTICLE XX VACATIONS

1. All vacation time is earned January 1 of each year. Employees covered under this Agreement shall be entitled to vacations as follows:
 - i. 1 to 5 years of service.....11 working days
 - ii. 6 to 10 years of service.....16 working days
 - iii. 11 to 16 years of service.....21 working days
 - iv. 17 to 19 years of service.....24 working days
 - v. 20 or more years of service.....26 working days

2. All vacation time shall be scheduled subject to the approval of the Superintendent of the Department.

3. Employees shall be entitled to carryover unused vacation days, to a maximum of five days, to the next succeeding year only if the employee is precluded for business reasons from using the vacation days. Any vacation days to be carried over must be requested, in writing, to the Borough Administrator no later than November 1 .

4. With respect to new hires, such employees will earn vacation during their first year of employment on a pro-rated basis; i.e., one (1) day per month. Upon separation from employment of a newly hired employee during the first year of employment, there will be no docking of that employee’s final pay based upon his or her use of any amount of vacation days during the initial year of employment.

5. A winter vacation will be permitted on a seniority basis of one man per week with prior approval of the Superintendent. It is understood that in the event of a snow emergency, if the employee is not away, he will be available for overtime and the vacation day(s) will not be forfeited.

ARTICLE XXI HOLIDAYS

1. All employees covered by this Agreement shall be entitled to thirteen (13) holidays at their regular rate of pay. Such holidays shall be:
 - i. New Year's Day
 - ii. Lincoln's Birthday
 - iii. President's Day
 - iv. Good Friday
 - v. Memorial Day
 - vi. Independence Day
 - vii. Labor Day
 - viii. Columbus Day
 - ix. Veteran's Day
 - x. Thanksgiving Day
 - xi. Day after Thanksgiving
 - xii. Christmas Day
2. The thirteenth holiday will be a fourth 4th Personal Day.
3. If any of the foregoing Holidays are changed by State or Federal Law, then this Article shall be automatically adjusted according to the legal change in holiday. In addition, all employees covered by this Agreement shall be granted such other holidays, as may be declared by State or Federal Law.
4. An employee must work a full day before and the full day after a holiday in order to be compensated for the holiday unless vacation leave has been utilized.

ARTICLE XXII MEDICAL BENEFITS

1. Hospitalization and Medical Benefits: Active employees and eligible spouses and dependents shall be entitled to hospitalization and medical benefits under the Hospital-Medical Plan in effect on January 1, 2004, except as otherwise modified by this Agreement.
2. The Employer reserves the right to change or modify the foregoing plan and benefits, to substitute insurance carriers or to self-insure provided that in the aggregate substantially similar benefits are provided and at least thirty (30) days advance notification of any such change is provided to the Association.
3. The Employer will annually reimburse each employee, to a maximum of One Hundred Fifty (\$150) Dollars, for the purchase of prescription eyewear such as eyeglasses (frames and/or lenses) and contact lenses upon submission of a receipt and duly signed voucher.
4. The Employer will provide all full-time employees covered under this Agreement with a family dental plan.
5. If the Employer remains a participant in the New Jersey State Health Benefits Program and adopts Chapter 48 coverage for retirees, then said coverage shall be extended to employees covered by this Agreement to the fullest extent required by law.
6. Effective January 1, 2006 employees who elect to be covered under the NJ Plus, HMO shall receive a merit raise as follows:
 1. \$1,000 for Family coverage
 2. \$ 500 for Husband/Spouse *or Single Employee with Children*
 3. \$ 250 for Single coverage

ARTICLE XXIII

SAFETY

1. It is the intent of both the Borough and the Association that all operations of the DPW conducted in a manner consistent with minimizing risk of injury to any person. To this end the Borough shall form a Safety Committee consisting of two (2) employees from the Bargaining Unit and the Borough Administrator and DPW Liaison. This committee shall meet from time to time when request for such meetings is received from two (2) of the members. The committee shall discuss matters of safety as it pertains to the Borough operations and procedures and shall be entitled to bring its comments and recommendations to the governing body of the Borough for the latter's consideration.
2. Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or bring them to the attention of a member or the joint management-labor safety advisory group. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.
3. In instances where such recommendations shall take the form of recommended protective wearing apparel such as protective eyewear, hearing protectors, etc., the Borough will provide each employee covered by this Agreement with such equipment. Every employee shall be required to utilize such safety equipment at all time in accordance with the safety training provided by the Borough.
4. Failure of an employee to properly maintain and utilize such safety equipment shall be deemed neglect of duty and shall subject the employee to appropriate disciplinary action. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report

5. or, where appropriate, remedy such situations, may be subject to appropriate disciplinary action.
6. Any employee/driver covered by this Agreement shall be required to break for a period of four (4) hours after having driven for ten (10) hours of duty during sanding and salting operations.
7. The Union shall have the power to appoint one of its members as a Safety Delegate to the Borough's Safety Committee.
8. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify Bergen Risk Management, the Safety delegate and the Superintendent. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.
9. All full-time employees are required to use safety helmets, shoes, vests, work boots and gloves. Other safety gear (Goggles, face masks, ear protection and filter masks) are required, as appropriate to the situation.
10. Each employee is required to maintain his safety equipment in good condition and request replacement of equipment no longer safe to use.

ARTICLE XXIV

DISCIPLINE

1. Discipline of an employee shall be imposed only for cause. Discipline under this Article means oral or written reprimand, suspension, or dismissal from service, based on the personal conduct or performance of the employee involved.
2. In all matters where disciplinary action is contemplated, the Borough shall supply forthwith the employee and the Union office with the charge.
3. Upon charges being brought against an employee, the employee and Union office shall be immediately supplied with the charges and any written documentation submitted.

ARTICLE XXV
GRIEVANCE PROCEDURE

The following steps are hereby established as the personal grievance procedure to be followed by all employees of the Borough covered by this Agreement. The term “grievance” shall mean any complaint concerning employee discipline or the application, interpretation or violation of this Agreement or of policies and administrative decisions affecting employees covered by this Agreement. With respect to disciplinary disputes, any discipline issued by the Borough to an employee during his/her one-year probationary period shall not be subject to review under the grievance and arbitration procedures set forth herein.

Step 1. Within five (5) working days after either the occurrence of the event or act, which gave rise to a grievance, or the date on which the employee knew or should have known of such an event or act, the employee or the Association shall submit a written grievance with the Superintendent of the Department outlining the basis of the grievance. Within seven (7) working days next following such oral discussion, the Superintendent of the Department shall communicate in writing his decision to the employee or the Association. If the decision is unsatisfactory to the employee or the Association, or if the Superintendent fails to communicate his decision within the said seven (7) working days, the employee may proceed to Step 2 of this grievance procedure.

Step 2. Within five (5) working days following the denial or failure of relief under Step 1, the employee, or the Association shall submit the grievance to the DPW Committee, which shall be identified by the Borough upon the signing of the Agreement. Within ten (10) working days thereafter, the DPW Committee shall communicate its decision, in writing, to the employee or the Association. In the event that the employee or the Association does not receive satisfactory relief within the time herein provided, either shall have the right to proceed to Step 3 of this grievance procedure.

Step 3. Within five (5) working days after an unsatisfactory decision or result under Step 2, the employee or the Association may present the written grievance to the Mayor and Council, by way of service on the Borough Clerk or Borough Administrator. Within ten (10) working days after the grievance has been filed with the mayor and Council, the Mayor and Council shall issue a written decision on the grievance. The Mayor and Council may designate this task to the Borough Administrator if they so choose.

Step 4. Within five working days after the employee's or Association's receipt of the Step 3 decision of the Mayor and Council, or its designee, the Association or the employee may submit the grievance to binding arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation. Unless the Award is vacated by a Court of competent jurisdiction, the decision of the Arbitrator shall be binding upon the parties and shall be implemented within a reasonable period of time from the issuance of the Award. The parties agree to be bound by common law arbitration procedures with respect to the filing of an appeal to challenge any Arbitration Award in a court of competent jurisdiction.

ARTICLE XXVI
BULLETIN BOARD

The Employer shall provide adequate space in the DPW Building designated by the Superintendent for an exclusive Association bulletin board. The Association may use the bulletin board to post notices of union meetings, union recreational and social affairs, elections and notices concerning the welfare of the employees in general. The Superintendent may approve, in his sole discretion, other postings provided such postings are not inflammatory, discriminatory, disparaging, obscene, defamatory or derogatory. Bulletin boards shall not be used to post any information or materials pertaining to elected officials or political candidates (e.g., candidates for Norwood Borough elected office). All postings shall be signed by the Association representative.

ARTICLE XXVII
PERSONNEL FILES

1. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Borough Clerk or other suitable place.
2. Any employee may by appointment review his personnel file. This appointment for review must be made through the Borough Administrator.
3. Whenever a written complaint concerning an employee or his actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.
4. All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed there from.
5. Information contained in an employee's personal history file shall only be shared with other municipal employees on a need-to-know basis and with the public in accordance with the Open Public Records Act (OPRA) and to the extent that any records contained in an employee's personal history file are not exempt from public disclosure, the Employer has the legal obligation to release same, which action shall not be subject to the grievance procedure contained herein. Additionally, the Employer may release an employee's personal history file to any county, state or federal law enforcement agency at the request of the agency.

ARTICLE XXVIII

UNIFORMS

1. *The Borough will provide Employees with a \$300.00 annual uniform allowance for the purpose of purchasing articles of clothing and gear as may be reasonably needed by the Employee.*
2. *Beginning January 2005, the \$300.00 clothing allowance will be paid to the Employee in December after submission of a voucher for payment.*
3. The Borough will reimburse employees up to \$125.00 for work boots. The employee must submit a voucher with the receipt of purchase attached in order to be reimbursed.

ARTICLE XXIX

DUTIES OF THE FOREMAN

The Foreman shall be responsible for overall supervisory duties as directed by the Superintendent including, but not limited to the following:

1. Assist with the daily operations of the Department
2. Coordinate, oversee, and assist with daily work assignments given by the Superintendent
3. Maintain inventory of supplies and tools (order only after Superintendent approves or in his absence the Borough Administrator)
4. Receive daily reports on work completed and any repairs to machinery, trucks and other equipment. Inform Superintendent of any machinery, trucks, and/or equipment that needs repair.
5. Operate all machinery, i.e. trucks and equipment
6. Responsible for safety inventory
7. The Foreman shall receive additional compensation of \$4,000.00 annually.

ARTICLE XXX

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties for the life of this Agreement of all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of each or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI

DURATION

This Agreement shall be in effect from January 1, 2004 through December 31, 2008.

ARTICLE XXXII

RETROACTIVITY

All terms and conditions of employment are retroactive to January 1, 2004, unless a different date is expressed herein.

**APPENDIX “A”
SALARIES**

The following salary guide is established. All step increases shall be effective on the employee’s anniversary date of employment. All other employee’s shall receive their salary increase on January 1 of each year of their employment.

3.50%	2004	2005	2006	2007	2008
Step 1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Step 2	\$ 31,043.79	\$ 32,130.32	\$ 33,254.88	\$ 34,418.80	\$ 35,623.46
Step 3	\$ 35,212.77	\$ 36,445.22	\$ 37,720.80	\$ 39,041.03	\$ 40,407.46
Step 4	\$ 37,696.77	\$ 39,016.16	\$ 40,381.72	\$ 41,795.08	\$ 43,257.91
Step 5	\$ 39,913.74	\$ 41,310.72	\$ 42,756.60	\$ 44,253.08	\$ 45,801.93
Step 6	\$ 41,898.87	\$ 43,365.33	\$ 44,883.12	\$ 46,454.03	\$ 48,079.92
Step 7	\$ 44,348.72	\$ 45,900.92	\$ 47,507.45	\$ 49,170.21	\$ 50,891.17
Step 8	\$ 46,565.69	\$ 48,195.48	\$ 49,882.33	\$ 51,628.21	\$ 53,435.19
Step 9	\$ 48,783.69	\$ 50,491.12	\$ 52,258.31	\$ 54,087.35	\$ 55,980.41
Step 10	\$ 51,000.66	\$ 52,785.68	\$ 54,633.18	\$ 56,545.34	\$ 58,524.43

Employees that have completed the Tenth Step shall receive three and one-half (3.5%) Percentage increase in their base pay for the term of this contract.

All employees holding a Collection I License shall receive \$1,000 annually in addition to their base pay.

All employees holding a Collection II License shall receive \$2,000 annually in addition to their base pay.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

BOROUGH OF NORWOOD

NORWOOD DPW ASSOCIATION

By: _____
Michael B. Kaplan, Mayor

By: _____

DATED:

DATED:

Attest: _____
Lorraine L. McMackin, Borough Clerk

Attest: _____

DATED:

DATED: