

AGREEMENT

BETWEEN

BOROUGH OF WANAQUE

Passaic County, New Jersey

and

W.B.E.A. LOCAL NO. 108 - PUBLIC EMPLOYEES DIVISION,

RWDSU, UFCW

JANUARY 1, 2011 THROUGH DECEMBER 31, 2014

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Term and Renewal

PREAMBLE

THIS AGREEMENT, made and entered into on this _____ day of _____, 2011, by and between the BOROUGH OF WANAQUE, in the County of Passaic, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the W.B.E.A. LOCAL 108, Public Employees Division, RWDSU, UFCW (hereinafter referred to as "Union" or "W.B.E.A." represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I

RECOGNITION

A. The Borough recognizes the elected representative of the W.B.E.A./Local 108, Public Employees Division, RWDSU, UFCW, represented for the purposes of collective negotiations for all full-time employees represented by the bargaining unit in question.

B. The titles set forth shall be defined to include the plural as well as the singular; shall include males and females; and shall be synonymous with the word "employee".

C. The Borough and the elected representatives of the W.B.E.A. recognize that all agreements between the parties hereto are binding on all parties.

D. 1) A part-time employee is an employee whose regular hours of duty are less than forty (40) hours per pay period.

2) An interim employee is an employee appointed to a specific position covered by this Agreement where a permanent employee is on an approved leave of absence and only covers the period of time the permanent employee is on an approved leave of absence.

3. A temporary employee is an employee who serves in a job assignment covered by the Agreement for an aggregate period of not more than six (6) months in a twelve (12) month period.

E. Agency Shop Provision/Dues Deduction

1) Representation Fee

The Borough agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Borough.

2) Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support of partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Borough.

3) Challenging Assessment Procedure

a. The Union agrees that it has established a

procedure by which a non-member employee(s) in the unit can challenge the assessment, as set forth in N.J.S.A.> 34:13A-5.6.

b. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Borough pending final resolution of the challenge.

4) Deduction of Fee

No fee shall be deducted for any employee sooner than:

1. Thirtieth (30th) day following the notice of the amount of the fair share fee.
2. Satisfactory completion of probationary period;
3. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from employment lists.

5) Payment of Fee

The Borough shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

6) Union Responsibility

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

7) The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability, including reimbursement of reasonable attorneys fees, that shall arise out of or by reason of action taken by the Borough in reliance upon fair share information furnished by the Union or its representatives.

8. Dues Check Off

a. Payroll deduction for dues to the Union from members who are employees of the Borough covered by this Agreement shall be made by the Borough upon the submission to the Borough by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Borough official shall forward said dues deductions to the Union at regular intervals. Employees shall have the authority to withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

b. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability, including reimbursement of reasonable attorneys fees, that shall arise out of or by reason of action taken by the Borough in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough of Wanaque hereby retains and reserves unto itself, without limitation, 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 State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and

shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good cause according to law.

6. To lay off employees in the event of lack of work or funds under conditions where continuation of such work would be inefficient and non-productive, subject to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work if the work cannot be performed by the current Borough work force.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and

express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 11,11A,40 and 40A or any other national, state, county or local laws or regulations and/or ordinances.

ARTICLE III

SENIORITY

A. Seniority is defined as an employee's total length of service with the Employer beginning with original date of hire.

B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer.

C. In all cases of promotions and demotions, this shall be in accordance with Civil Service; lay-off, recall, shift assignments, vacation schedules and other situations, employees with the greatest amount of seniority shall be given preference.

D. All regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period of three (3) months, during which time the Borough may dismiss the employee without recourse to the grievance procedure and the provisions of applicable Merit System rules and regulations. All employees promoted to a position

in the bargaining unit shall also be subject to a three (3) month probationary period. If an employee during or at the end of the working test period/probationary period is removed from said promotional position, he shall be returned to his previously lower permanent position with continuous seniority. All job openings are to be posted as required by Department of Personnel regulations.

ARTICLE IV

HOURS

A. The work day shall consist of eight (8) hours, inclusive of a one (1) hour lunch period for white collar employees and eight (8.0) exclusive of a one-half (.5) hour Lunch period, for blue collar employees, the work week shall consist of forty (40) hours per week, Monday to Friday.

B. Where more than one (1) work shift per day within a given classification is in effect, employees within such a classification will be given preference to shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when, for other reasons changes in the number of employees per shift are being made.

C. In order to maintain essential services, the Employer reserves the right to assign employees to a staggered work week. The number of shifts and the starting time and hours of work in each shift shall be fixed from time to time by the Employer.

D. Each employee shall be entitled to two (2) fifteen (15)

minute coffee breaks per day, one in the morning and one in the afternoon, which cannot be added to lunch hour, without loss of pay. Coffee break time shall be assigned at the discretion of the employee's supervisor so as not to affect the normal and efficient operations of the Borough.

E. All employees shall be required to record their work times by means of device(s) provided for such purpose by the Borough.

F. Employees in the Road Department shall work from 6:00am to 2:30pm from Memorial Day to Labor Day.

ARTICLE V

OVERTIME

A. Overtime shall be defined as authorized work performed in excess of a forty (40) hour work week. The provisions of this Article shall apply only to such overtime, which has been properly directed and authorized in advance by the appropriate Department Head or their designee. The taking of unauthorized overtime may result in disciplinary action being taken against the employee.

B. Overtime shall be distributed as equally as practical among the employees qualified and capable of performing the work available, except an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

C. Overtime pay shall be paid at the rate of one and one-

half (1 1/2) times regular rate of pay under any of the following conditions:

1. All work performed in excess of a normal work week.
2. All work performed on Saturday (except for employees on continuous operation, i.e., any employee whose normal week may include Saturday and Sunday).

D. The employees working overtime shall be entitled to a supper or lunch period, which period shall not be less than the employees' regular allotted lunch break, after four (4) hours.

E. For all work performed on Sunday, double time shall be paid for hours worked.

F. All work performed on a holiday shall be paid as follows: eight (8) hours straight time for holiday, which represents the normally paid holiday, plus time and one-half (1 1/2) for hours worked up to eight (8) hours. Any employee who works beyond eight (8) hours on a holiday shall be paid double time for those additional hours over and above the eight (8) hour period. Holidays of Thanksgiving, Christmas and New Year's shall be paid double time, but only for hours worked. No guarantee of three (3) hours applies here.

G. There shall be no pyramiding of overtime.

ARTICLE VI

CALL-IN-TIME

A. Any employee who is requested and returns to work during periods over than his regularly scheduled shift and which are not contiguous to the employee's regular scheduled shift shall be paid time and one-half (1 1/2) for such work for a minimum of three (3) hours. The Borough reserves the right to require the employee to remain on duty for the minimum period and account for their time.

B. The employee must be at the job site or the Borough garage on all call-out time, in order to insure a payment of the three (3) hours minimum, if so directed by the Department Head.

C. An employee who is called out more than once during a three(3) hour period shall be eligible for only one (1) three (3) hour call-out payment.

D. If an employee is called in to work 2 hours or less before the start of the regular work day, he shall be paid for 2 hours. If an employee is called in more than 2 hours before the start of the regular work day, he shall be paid the guaranteed minimum of 3 hours.

E. The Borough reserves the right to call in outside contractors before Borough Employees when Commercial Drivers License (CDL) coverage is needed around the clock or to comply with a 16 hour maximum work day. This is to be at management's discretion.

ARTICLE VII

STAND-BY TIME

A. Any employee who is placed on "Stand-by Time" shall be compensated as follows:

Normal Stand-by

Friday: \$60.56 per day

Saturday & Sunday and/or Holiday: \$77.30 per day

The Friday rate shall apply to Winter Sanding and Salting Stand-by for the daily period of Monday through Friday.

B. If an employee who is placed on stand-by is called into work, the above schedule of payment shall apply in addition to the appropriate rate of overtime pay as outlined in "Call-in-Time" section of this Agreement for hours worked.

C. An employee who is placed on stand-by shall carry a pager/cell phone and be available or shall leave a phone number with the appropriate person designated by the Superintendent to receive such. If the employee cannot be reached, he shall lose stand-by compensation and be subject to disciplinary action. It is the responsibility of the employee to see that the pager/cell phone is turned on and in working condition. An employee on stand-by must be available for immediate response even if he is employed elsewhere during his stand-by duty. Any employment during stand-by must be approved by the Superintendent or Borough Administrator.

ARTICLE VIII

SICK LEAVE

A. Sick leave with pay shall be available to all employees covered by this Agreement based on aggregate years of service.

B. Sick leave may be used by employees who are unable to work because of personal illness or exposure to contagious disease.

Sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used when needed for such purpose.

3. All employees covered under this Agreement who retire or resign in good standing, shall be entitled to terminal leave payments of fifty (50) percent of employee's accumulated sick days to a maximum of sixty (60) full working days at the applicable rate of pay.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days (Friday, Monday and

Tuesday) shall be required to submit acceptable medical evidence substantiating the illness.

- (a) An employee who shall be absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case, only one certificate shall be necessary for a period of six (6) months.
- (b) The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances.
- (c) Any employee who establishes a pattern of 5 sick days on Monday and/or Friday within any 12 month period shall be required to present medical evidence for all future Monday/Friday sick days for a period of one year.

2. In the case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to service to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Notification

If an employee is absent from work for reasons that entitle him to sick leave, the relevant Department Head or his designated representative shall be notified as early as possible, but no later than one-half (1/2) hour after the start of the scheduled work shift from which he is absent. Failure to so notify the relevant Department Head or his designated representative may be cause for disciplinary action. Disciplinary action will be upon the employee's entire personnel record. An employee who is absent for two (2) consecutive or more and does not notify his Department Head or some other responsible representative of the Borough on any of the first two (2) days will be subject to dismissal, absent extraordinary circumstances.

F. The recommendations of the Borough physician, as well as those of the employee's attending physician, as to the justification for the absence from duty on account of illness/disability or of the fitness of the employee to return to duty, shall be considered by the Borough in determining whether or

not to reinstate the employee in question. The Borough reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the employee's personal physician to require the employee to submit to an examination by a third doctor, designated and paid for by the Borough.

G. Payments which an employee receives under the provisions of Workers' Compensation or Temporary Disability laws (private or public) shall either be remitted to the Borough or used as an offset to full salary payments. No employee, while receiving such payments, shall receive more than the full salary he would have received at the time of his injury. In order to be eligible for workers compensation or temporary disability, one must be out at least seven (7) working days, which can only be paid for by the use of existing sick leave. If workers compensation or temporary disability is granted, the employee shall be re-credited with the sick leave used.

H. It shall be at the employee's option to sell back to the Borough one-half (1/2) of all sick days in excess of one hundred twenty (120) sick days for an amount equal to that of the employee's daily rate of pay times the amount of sick days exchanged. The maximum amount exchangeable in a calendar year shall be twenty (20) for receipt of ten (10) days' pay. At no time may the employee sell to the Borough an amount of sick time that would cause the employee to fall below the minimum one hundred

twenty (120) days. The employee shall notify the Borough on or before January 31 of his options to elect this section of the Agreement. Payment for the above shall be received by the employee prior to March 1 of the current year and payable at the previous year's rate. Accrued sick day totals for the purpose of buy back shall be as of December 31 of the previous year.

I. In exchange for two sick days per year, the Borough will contribute \$200 annually for a health club membership at an approved facility, upon submittal of proof that the Employee has expended that amount of money for membership.

G. This section shall not apply to Police Dispatchers due to their work schedule, unless a pattern of sick leave abuse warrants such requirement.

ARTICLE IX

VACATION AND HOLIDAYS

1a. All full time employees hired before January 1, 1992 shall be entitled to vacation as follows:

First month of employment:

(a) If hired on or before
the 8th of the month 1 working day

(b) If hired after the 8th
of the month ½ working day

After the initial month and
up to the first calendar year 1 work day/mo.

After one (1) year through
five (5) years 12 working days

After five (5) years through ten (10) years	15 working days
After ten (10) years through fifteen (15) years	20 working days
After fifteen (15) years through twenty (20) years	25 working days
After twenty (20) years and thereafter	30 working days

1b. All full-time employees hired on or after January 1, 1992 shall be entitled to vacation as follows:

First month of employment:

- | | |
|---|---------------|
| (a) If hired on or before
the 8 th of the month | 1 working day |
| (b) If hired after the 8 th
of the month | ½ working day |

After the initial month and up to the first calendar year	1 work day/mo.
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After one (1) continuous year and up to seven(7) years of continuous service.	12 working days
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After seven(7) continuous year and up to twenty(20) years of continuous service.	15 working days
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After twenty(20) years of continuous service.	20 working days
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1c. Continuous service shall mean employment for the Borough without actual interruption of service due to resignation, retirement or removal.

2. Vacation allowance must be taken during the current calendar year.

3. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate

4. If a holiday falls in the vacation period, the vacation may be extended accordingly, to such number of days.

5. An employee with less than one (1) year of service, but at least six (6) months of service shall accrue vacation leave at the rate of one (1) day per month from date of hire, which may be used at the employee's request and with approval of the Mayor and Borough Council.

6. It is the policy of the Borough that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure, and thus, extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the relevant Department Head.

7. Disputes concerning use of vacation time during the months of June, July, August and September shall be resolved by normal seniority.

8. All Borough employees, with the exception of those in their first year of service and as set forth herein, will be eligible to take all anticipated earned vacation on January 1st of the year in which vacation is earned assuming employment to the end of the calendar year. After completion of the first year of

service, the balance of the calendar year vacation will be credited for use.

9. Termination, resignation or retirement will result in vacation time being pro-rated based on the number of months employed.

10. New employees shall be eligible to use accrued vacation time as per Section 5 above upon the employee's 6 month anniversary. A new employee will be eligible to use vacation time under this section on January 1 of the year following his/her one year anniversary of employment.

HOLIDAYS

A. The following schedule of days are recognized as paid

holidays whether or not worked.

½ Day before New Year's Day	Columbus Day
New Year's Day	General Election Day
Dr. Martin Luther King Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	½ Day before Christmas
Independence Day	Christmas Day
Labor Day	Floating Holiday (1)

B. If a holiday falls on a Sunday, the Monday after shall be considered and recognized as the holiday for purposes of this Agreement. If a holiday falls on a Saturday, the preceding Friday shall be considered and recognized as the holiday for purposes of this Agreement. Dispatchers will celebrate holidays, as set forth in Section A above, on the actual day the holiday is celebrated by the Borough.

C. An employee must work the day before and the work day after any holiday in order to receive the holiday pay, unless the employee is sick wherein the employee must submit a doctor's note to get paid for said holiday.

D. In lieu of the Day after Christmas holiday, a floating holiday is granted. It is agreed that the floating holiday shall be:

2011 - December 23 - ½ Day
- December 30 - ½ Day

2012 - December 24 - ½ Day
- December 31 - ½ Day

2013 - July 5 - Full Day

2014 - December 26 - Full Day

All offices are to be minimally covered on the day after Christmas.

E. State of Emergency - In the event that an emergency is declared by the Mayor of Wanaque or the Governor of the State of New Jersey, Non-Essential personnel who are directed not to come to work shall have the day off with pay, and without charge to accumulated time off. Essential Employees working in this instance shall not be entitled to time off or any other compensation.

F. Newly-hired provisional and permanent employees shall be paid for holidays upon completion of their working test period (90 days).

ARTICLE X

SALARIES

Salaries for all employees covered by this agreement shall be increased as follows:

2011 - 2% per annum

2012 - 2% per annum

2013 - 2% per annum

2014 - 2% per annum

It is agreed (subject to F.O.P. approval) that in 2005, and every year thereafter, there shall be 26 payrolls each year, the first being on January 15 and the last being on December 31 of each year. (Saturday is paid on Friday and Sunday is paid on Monday.)

ARTICLE XI

HOSPITALIZATION AND INSURANCE

A. The Borough shall provide a fully paid hospitalization insurance program, subject to co-pays and contributions as required by State law, to each employee and their dependents, which shall include hospitalization and major medical coverage. Employees shall have the option to join any plan offered by the New Jersey State Health Benefit Plan. The Borough shall provide a dental plan, which includes dependent orthodontic coverage to each employee, their spouse and dependents.

C. The Borough reserves the right to institute self-insurance or change insurance carriers so long as the same or substantially similar benefits are provided.

D. Eyeglass Plan

Employee, spouse residing with employee, and children up to the age of 18 residing with employee with each such person being entitled to one pair of eyeglasses, contact lenses, frames/lenses not exceeding the cost of one hundred dollars (\$100.00) per year, if needed. The Borough shall not be responsible for the cost of any eye examination in connection therewith.

E. Life Insurance

The Borough shall provide for each employee covered under this contract a maximum of \$20,000.00 (Twenty Thousand Dollars) insurance policy that shall be paid by the Borough in full.

F. Disability Insurance

The employee and Borough will share equally the premiums for the State Disability Insurance Plan.

G. Prescription Plan

The Borough will pay 50% of each prescription, with a maximum of \$50.00 per year, per family.

H. All rights associated with insurance coverage for those dependents of employees shall be governed in accordance with New Jersey law and the Federal Patient Protection and Affordable care Act that are in effect.

I. The Borough will provide to each retiree (25 years or more of pensionable service under PERS or disability retirement) a fully paid hospitalization/major medical, dental and orthodontic program until the retiree attains the age eligibility for Medicare. Retired employees will receive the same type of coverage as is granted to current Borough Police Department employees. If active police department employee's coverage is changed from one carrier to another, retiree coverage will also change to that carrier. The type of coverage that the retiree will receive shall be determined by the type of coverage (single, husband/wife or family) that the employee maintained when employed by the Borough at the time of retirement. If the retiree coverage is ever removed from the collective bargaining agreement, those retired employees receiving such at the time of removal will continue to maintain said coverage

until the retiree attains the age of eligibility for Medicare.

ARTICLE XII

PERSONAL LEAVE DAYS

A. Each employee shall be entitled to five (5) personal leave days annually, deducted from sick days without loss of pay.

B. Personal leave days shall not be accumulated or carried from year to year. The parties shall make every effort to cooperate in order that these days will be scheduled during the course of the year.

C. Personal leave days shall be requested at least (5) days in advance of the day, except in case of an emergency. Emergency shall be defined as the necessity to take time off for a non-recreational reason which could not have been foreseen by the employee within five (5) days of the occurrence.

D. In the event that two (2) or more employees request the same personal leave day, the employee with the greater seniority shall have first priority to the day requested.

E. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purpose for recreation.

F. A new employee must have a minimum of six (6) months service credit within the calendar year before he/she is eligible for this benefit for the same calendar year. Temporary employees and non-permanent part time employee are not eligible for this

benefit.

ARTICLE XIII

LEAVE OF ABSENCE

In accordance with Civil Service, rules and regulations are as follows:

Jury Duty: As provided by law as provided by State Statute 2A;70-1, employees shall be paid for jury duty except it shall be deducted from the amount to be required to be paid by the employer the amount of the fee to which the employee is entitled as a per diem fee for each day serving upon any jury.

Military: As prescribed by law; unpaid; no loss in seniority

National Guard: As prescribed by law; paid, no loss in seniority.

Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other

employee rights, privileges or benefits.

ARTICLE XIV

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off up to three working (3) days between date of death and day of funeral or as approved by the Borough Administrator.

B. The "immediate family" shall include only husband, wife, child or parents, brothers, brother-in-law, sisters, sister-in-law and grandparents of the employee or spouse and such relatives as may be approved by the Borough Administrator. Such determination shall be non-grievable.

C. Reasonable verification of the event may be required by the Borough.

D. Such bereavement leave is not in addition to any holiday, day off, falling within the time of the bereavement.

E. An employee may make a request of the Borough Administrator or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Borough Administrator or his designated representative, shall be charged, at the option of the employee, either as a personal day, or against accumulated compensatory time off.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety, unless any step is waived by mutual consent.

Step One

(a) An aggrieved employee or employees of the Borough shall institute action under the provisions hereof within forty-eight (48) hours of occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Foreman or Department Head, for the

purpose of resolving the matter informally, Failure to act within said forty-eight (48) hours, shall be deemed to constitute an abandonment of the grievance.

(b) The Foreman or Department Head shall render a decision within twenty-four (24) hours after the receipt of the grievance.

Step Two

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his grievance with the Council Committee Chairman of this Department or designee within forty-eight (48) hours following the determination at Step One.

(b) The Council Committee Chairman or designee shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Mayor and Council, who shall review the matter and make a determination with ten (10) days from the receipt of the grievance.

Step Four

(a) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the

grievance may be referred to the New Jersey State Department of Personnel.

D. Miscellaneous Provisions

1. Where the word "days" is used in this Article, it shall be construed as meaning working days.

2. If the Borough fails to answer a grievance within the prescribed time limits set forth herein, the employee may immediately process the grievance at the next step of the grievance procedure, and if the grievance is not timely processed to the next step within the time limits, it shall be deemed to be abandoned.

ARTICLE XVI

Miscellaneous

A. Work Rules

The Borough may establish reasonable and necessary rules of work conduct for employees, Such rules shall be equitable applied and enforced.

B. Longevity Pay

1. Longevity will be paid on the base salary only to all full-time employees that are employed full time continuously over four (4) years. Part-time employees do not accrue credit, except as set forth in resolution passed by Mayor and Council at regular meeting of February 29, 1979. *

After 4 years 2%

After 8 years 4%

After 12 years 6%

* See Attachment #1.

After 16 years 8%

After 20 years 10%

2. All full-time employees hired on or after January 1, 1992 shall receive longevity pay as follows:

1 to 4 continuous years of service	\$ 0
5 to 8 continuous years of service	\$400
9 to 12 continuous years of service	\$500
13 to 16 continuous years of service	\$550
17 to 20 continuous years of service	\$600
After 20 continuous years of service	\$700

C. Work Uniforms

1. The Road Department, Water Department and Police Dispatchers shall receive a combined clothing and shoe allowance of \$650. per year. Road Department and Water Department employees must purchase at least one pair of safety shoes each calendar year.

- a) All uniforms are to be delivered to Borough Hall and given out by the Supervisor with the exception of dispatchers.
- (b) All uniforms to be purchased from a company approved by the Borough
- (c) Employees must wear uniforms when on Borough

business and during working hours.

3. Full time Police Dispatchers shall receive the same allowance as enumerated above.

4. Office Workers: Policy established whereby replacement will be made or dry cleaning bills will be paid for clothing ruined or damaged on the job.

D. Classifications and Job Descriptions

In accordance with Civil Service

E. Paychecks

Employees will receive paychecks every two (2) weeks on Thursday, and their overtime pay every two (2) weeks, if applicable. This pay period will be based on ten (10) working days in each pay period (twenty six (26) pay periods per year).

F. Mileage

A mileage allowance at the IRS established rate, in addition to receipted toll expenses, will be paid to each employee who is required to provide his own transportation upon instructions from Department Head, Supervisor or Council Chairman.

G. Meal Allowance

Any employee covered under this Agreement who is required to be outside the geographical confines of Wanaque for any Borough related matter shall be entitled to a meal allowance not to exceed eight dollars (\$8.00).

ARTICLE XVII

PERSONNEL FILES

A. The Borough agrees to permit each employee an examination of his/her personnel file no more than twice during each calendar year upon written, prior request by the employee. Each inspection shall take place in a private location provided by the Borough at reasonable hours during the day. Such files are confidential records and shall be maintained in the office of the Borough Administrator.

B. The Borough requires that such inspection and examination take place in the presence of the Borough Administrator or designated representative and that the Borough Administrator and/or designee shall be present during such inspection and examination.

C. The employee shall be permitted to copy all documents contained in his/her personnel file. Initial copy of file will be free of charge. Additional copies will be at regular Borough charge.

D. Each employee shall be supplied with a written certification from the Borough, during November, which shall state the number of days used, and if any available to each employee.

ARTICLE XVIII

EVALUATIONS

A. During an employee's working test period, which shall not exceed three (3) months of active service, the Borough shall

prepare a progress report on the employee at the end of two (2) months and a final report at the conclusion of the working test period.

B. Other than during the working test period, the Borough shall establish an evaluation procedure for all employees, which shall be conducted at least once a year.

ARTICLE XIX

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Union against any employee on account of race, creed, color, age, sex, religion or national origin.

B. There shall be no discrimination, interference or restraint by the Borough or any of its representatives against any of the employees covered under this Agreement because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees not covered under this Agreement.

ARTICLE XX

MAINTENANCE AND WORK OPERATIONS

A. The W.B.E.A. hereby conveys and agrees that during the term of this Agreement, neither the W.B.E.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of

its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any W.B.E.A member shall entitle the Borough to invoke disciplinary action against the employee.

C. The W.B.E.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough, and that the W.B.E.A. will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may necessary under the circumstances to bring about compliance with the W.B.E.A. order.

D. Nothing construed in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or to equity for injunction or damages, or both, in the event of such breach by

the W.B.E.A. or its members.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operations of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall be affected thereby and shall continue to full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

TERM AND RENEWAL

The term of this Agreement shall be January 1, 2011 through December 31, 2014 and all terms thereof shall be deemed in effect

until a new Agreement is executed between the parties.

W.B.E.A. LOCAL 108
Public Employees Division
RWDSU, UFCW

BOROUGH OF WANAQUE

Daniel Mahler, Mayor

ATTEST:

ATTEST:

Dated:

Dated: