

AGREEMENT

Between

THE BOROUGH OF GLEN RIDGE

and

COMMUNICATIONS WORKERS OF AMERICA

Effective:

January 1, 2009

through

December 31, 2012

PREAMBLE

This Agreement entered into by the Borough of Glen Ridge hereinafter referred to as the "Borough" and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its intents and purposes to assure sound and economic relations between the parties, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The Borough and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE I - EFFECT OF AGREEMENT

Regulatory policies initiated by the Borough during the term of the Agreement directly affecting terms and conditions of employment, which conflict with the provisions of this Agreement, shall be considered to be modified consistent with the specific terms of this Agreement.

ARTICLE II - RECOGNITION

The Borough recognizes the Union as the sole and exclusive representative for the collective negotiations unit which includes all full time and regularly employed part-time blue collar and white collar employees employed by the Borough of Glen Ridge in the following titles:

Maintenance Man
Motor Equipment Operator
Violations Clerk
Deputy Court Administrator
Water Billing Clerk
Deputy Registrar
Administrative Clerk/Typist
Tax Clerk/Cashier
Water Clerk/Cashier
Tax/Water Clerk
Part-time Records Clerk
Building Maintenance Worker
Boiler Operator

Field Supervisor/Foreman
Water Mechanic
Administrative Secretary (Detective Bureau)
Deputy Violations Clerk
Deputy Court Administrator
Community Service Officer (Dispatcher)
Construction Code Official
Plumbing Inspector
Registrar of Vital Statistics
Payroll Clerk
Clerk/Typist
Fire Sub-Code Official
Administrative Secretary (Public Works)
Part-Time Data Entry Clerk
Borough Mechanic
Chief Signal/Line Man
Ordinance Enforcement Official
Deputy tax & Water Collector
Jitney Driver
DPW Crew Leader
Electrical Inspector
Public Works Laborer

Excluded are managerial executives, confidential employees, and supervisors within the meaning of the P.E.R.C. Act, police and fire employees, employees represented in other bargaining units and all other employees. If the Employer adds new or amended titles to the units that are clearly not managerial, supervisory or confidential, it agrees that within thirty (30) days, it will:

1. Notify the Union;
2. Give a copy of any job specification for the new or amended title to the Union;
3. Advise the Union of the proposed hours of work, wages and other terms and conditions of employment established for the title. The Employer further agrees, if requested by the Union within thirty (30) days after notification to the Union as provided above, to schedule a meeting to review whether or not the new or amended title should be included in the unit, and if it is so included, to negotiate any disputes which may exist concerning such negotiable issues as appropriate wage rates. It is the intention of the parties to reach mutual Agreement on inclusion

of new or amended titles that appropriately belong in the unit without the necessity of instituting proceedings at PERC.

ARTICLE III - DUES DEDUCTION

A. Upon receipt of a lawfully executed written authorization from an employee, the Borough agrees to deduct the regular monthly Union dues of said employee from his/her paycheck. This deduction will be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Borough in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be revoked once per year during the term of this Agreement by providing written notification of revocation to the Borough prior to July 1st. The Borough agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of union dues, an amount equal to 85 percent (85%) of the present union dues. The Borough agrees to deduct said dues each month commencing with the third (3rd) month of employment of such employee. A copy of a list of employees from whose pay such deductions were made shall also be delivered to the local Union President. Deduction of Union dues made pursuant hereto shall be remitted by the Borough to the Union, c/o Secretary/Treasurer, Communication Workers of America, AFL/CIO, 501 3rd Street, N.W., Washington, D.C. 20001-2797, by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made. The Union agrees to indemnify and hold the Borough harmless against any and all claims, suits, order or judgments brought or issued against the Borough under the provisions of this Agreement.

B. The Borough agrees to furnish to the Local Union with the names of newly hired employees, their addresses, social security numbers, classifications of work, rates of pay, their dates of hire and names of terminated employees, together with their dates of termination and names of employees in the bargaining unit.

ARTICLE IV - GRIEVANCE PROCEDURE

A. DEFINITION:

A grievance is a claimed breach, misinterpretation or improper application of specific terms of this Agreement. Only grievances as defined above shall be subject to this grievance procedure of this Agreement. Provision of this grievance procedure may only be waived by mutual consent expressed in writing. All grievances must be in writing. Grievances shall be processed in the following manner.

B. GENERAL RULES:

1. A grievance must be filed within the time limit set. Failure to do so shall constitute abandonment of the grievance.

2. Should a grievance not be resolved to the satisfaction of the grievant or should there be no response within the specified time limits, the grievance may be carried to the next step.

3. If the answer to a grievance at any step is not appealed within the prescribed time, the grievance is considered settled on the basis of the last answer set forth by the party against whom the grievance was filed.

4. Time limits may only be extended by mutual agreement via phone, fax or letter. However, no extension will be made if the request is received beyond the time limit.

5. Where the parties mutually agree in writing, a grievance may be initiated at a higher step within the grievance procedure without a hearing at a lower step.

6. When a grievance directly concerns a general practice by the Borough which affects all or more than one person covered by this Agreement, and does not involve questions of discipline, it may be submitted as a "group grievance" at Step 2 of the grievance procedure.

7. Steps 1 and 2 grievance hearings shall be at mutually convenient times.

8. Union representatives shall have the right to question any witnesses at any

step of the grievance procedure. It is agreed that an employee in the usage of this grievance procedure shall not be coerced, intimidated or suffer any reprisal, either direct or indirect, as a result of such use.

9. The Union's decision to request the movement of any grievance at any step or terminate any employee grievance at any step shall be final as to the interest of the grievant.

10. No grievance settlement reached under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

C. The grievance procedure shall be as follows unless any step or steps are waived by mutual consent:

Informal discussion between the employee and his/her immediate supervisor and the Shop Steward.

An employee may orally present and discuss his/her grievance with the immediate supervisor and the Shop Steward on an informal basis.

1. If the nature of the grievance is such that it affects the work being done, the supervisor may make the preliminary decision immediately, and the work will proceed on the basis of this decision.
2. If the grievance is not the type which requires an immediate answer, the supervisor will give his/her answer within ten (10) working days.

STEP 1: BETWEEN THE UNION AND THE DEPARTMENT HEAD, OR DESIGNEE:

If the grievance is not resolved at the informal discussion level above, a written grievance may be filed which states:

1. The date of occurrence;
2. The clause of the Agreement, rule, regulation, policy or order which is claimed to be violated; and
3. Such other information as will aid in resolution of the grievance.

The written grievance must be received by the Borough within twenty (20) working days after the occurrence which is being grieved or from which time the grievant should have reasonably become aware of its occurrence but in no event more than 60 working days after its occurrence. The Borough will set a time and place that is mutually agreeable with the Union for the Step 1 hearing to be held within five (5) working days after receiving the written grievance, or at a mutually agreeable later date. The grievant may be represented by the steward and/or the Union representative. One person shall act as spokesperson for the grievant and one person shall act as spokesperson for the Employer. Written documents and witnesses may be presented at this Step 1 hearing. The Employer shall give a written answer to the Local Union and the steward within five (5) working days after the conclusion of the hearing.

STEP 2: BETWEEN THE UNION AND THE BOROUGH ADMINISTRATOR OR DESIGNEE:

If the grievance is not resolved at Step 1, the Union or grievant may move the grievance to Step 2, by notifying the Employer in writing within five (5) working days after the date of the Borough's reply.

The Employer will set a time and place for the Step hearing within five (5) working days after receiving notification, or at a mutually agreeable later date. The grievant may be represented by the steward and/or Union representative. One person shall act as spokesperson for the Union and one person shall act as spokesperson for the Borough. Written documents and witnesses may be presented at this Step 2 hearing. The Borough shall give a written answer or fax to the Union within ten (10) working days after the conclusion of the hearing.

STEP 3: BETWEEN THE UNION AND BOROUGH COUNCIL

If the grievance is not resolved at Step 2, the Union or grievant may move the grievance to the Borough Council or Committee thereof by notifying the Borough in writing within ten (10) working days after the date of the Borough's reply. A meeting on the grievance shall be held within twenty (20) work days at which meeting the parties may be represented. The Council or Committee

thereof shall render a written decision, which shall be final and binding, except in a disciplinary matter, within thirty (30) calendar days of the date of the meeting.

If the grievance shall not have been resolved by the parties in accordance with the above grievance procedure, then the Union may, only in the case of disciplinary matters as herein defined, within twenty (20) working days after the Borough's answer to the disposition of the grievance pursuant to the above, give written notice to the Borough of its desire to file for advisory arbitration. In such a matter, the parties agree to utilize members of PERC's full-time staff. These PERC arbitrators shall be mutually chosen by the parties and shall serve at no cost to them.

D. The Borough reserves the right to submit in writing complaints with the President of the Union. A conference of the representatives of the Borough and the Union (not to exceed three (3) of each party) shall be held within ten (10) calendar days of filing of the submission to discuss and resolve the complaint.

STEP 4: ARBITRATION

1. If the grievance shall not have been resolved by the parties in accordance with the above grievance procedure, then the Union may, within twenty (20) working days after the Borough's answer to the disposition of the grievance pursuant to the above, give written notice to the Borough of its desire to arbitrate.

2. Simultaneously, or no more than five (5) working days after the receipt of the demand for arbitration, the Union may request the Public Employment Relations Commission to submit a list of arbitrators, from which an arbitrator may be selected in accordance with its respective practices.

3. The decision of the arbitrator so selected shall be final and binding upon both parties.

4. In the event of arbitration pursuant to the provision of this Article, the cost and expense of the arbitrator shall be borne equally by the Union and the Borough.

5. Only the Union shall the right to request arbitration.

ARTICLE V - PROBATIONARY EMPLOYEES

A. Each newly hired employee and/or employee transferring into the bargaining unit shall serve a probationary period of six months.

B. The probationary period will be extended for a period equal to the amount of any time lost or unavailability during the probational period.

C. A probationary employee may be discharged or disciplined by the Employer for any reason, and the probationary employee shall have no recourse against the Employer for such discharge under the terms of this Agreement.

D. The Employer may request an extension of the time of the above described probationary period with respect to any probationary employee, and the Union agrees not to unreasonably withhold approval.

E. Upon completion of the period described in this Article, seniority within the employee's title shall be counted from the date of hire. Seniority shall only be considered for those purposes specifically listed in the Agreement.

ARTICLE VI - ACCESS TO PERSONNEL FILES

Upon request and within five (5) work days, an employee shall have an opportunity to review and examine his/her personnel file. The Employer has the right to have such review and examination take place in the presence of a designated official of the Employer. The employee may file a written response to any memorandum or document which is derogatory or adverse to him/her. Such response will be included in the employee's personnel file, attached to and retained with the document in question. If such material is derogatory or adverse to the employee, a copy of such material shall be sent to the employee upon the employee's written request. Employees can have a copy of documents in their file at no charge.

ARTICLE VII - DISCIPLINE

A. Disciplinary actions are defined as:

1. Official Written Reprimand
2. Suspension and/or fine
3. Demotion
4. Termination

B. Discipline of any Employee may be imposed for cause. If the Borough imposes discipline, written notice containing the nature of the discipline shall be given to the Employee and the Local Union President within seven (7) calendar days. The time for filing a disciplinary grievance will not begin to run until the notice of discipline is transmitted to the Union.

C. After an Employee has completed his/her probationary period, disciplinary action as herein defined shall be appealable through the grievance procedure including binding arbitration. Progressive discipline shall not be required.

ARTICLE VIII - UNION RIGHTS

A. Shop Stewards - The Union may designate shop stewards (not to exceed two (2) stewards and two (2) alternates. The Union shall provide to the Borough a list of all Employees designated as shop stewards and alternate shop stewards and notify the Borough of any changes to those designations as they occur.

B. Visitation - The Borough agrees that Union representatives of the Communications Workers of America, AFL-CIO, Local or International shall have the right to visit the premises during working hours so long as such visitations do not interfere with Borough operations and advance approval has been obtained.

C. Leave - A maximum of five (5) days of paid leave per shop steward will be granted during a calendar year for attendance at Union meetings and training. Unused days will not carry over year to year. Request for Union leave time must be made in writing from the Local Union to the Borough Administrator at least ten (10) days in advance of the request leave.

D. Bulletin Boards - The Borough shall provide the Union with reasonably sized bulletin boards at mutually convenient locations at the work site. This space may be used to advise

members of the unit of matters and union business affecting their terms and conditions of employment. It may also be used to notify Employees of social functions.

E. Labor Management Meetings - The Union and Borough agree to establish a Labor Management Committee designed to promote a harmonious relationship. It shall be composed of three (3) rank and file Union members or stewards, a Local Staff Representative of CWA and up to four (4) representatives of the Borough. The Committee shall meet quarterly, unless there is not a need to do so. Agenda items shall be presented at least one (1) week prior to the scheduled meeting.

ARTICLE IX SALARIES

1. Effective January 1, 2009 full and part-time employees covered by this Agreement shall receive a zero percent (0%) increase added to their base salary.

2. Effective January 1, 2010, full and part-time employees covered by this Agreement shall receive a two percent (2.0%) increase added to their salary.

2. Effective July 1, 2010, full and part-time employees covered by this Agreement shall receive a two percent (2.0%) increase added to their salary.

3. Effective January 1, 2011, full and part-time employees covered by this Agreement shall receive a three percent (3%) increase added to their base salary.

4. Effective January 1, 2012, full and part-time employees covered by this Agreement shall receive a three percent (3%) increase added to their base salary.

Other Provisions

a. There is a seven (7) step scale for newly hired DPW employees as per Borough Ordinance.

b. Holders of Pesticide applicator certificate will receive a stipend of \$300 per year. This stipend will be limited to four employees.

c. Equipment Operator stipend will be one thousand dollars (\$1,000.00) per year for the term of this Agreement.10, 201112

d. The two (2) authorized holders of Black Seal/Operator license will receive a \$1000

stipend per year (Borough Ordinance 1292).

- e. The employees covered under this Agreement with the title DPW Crew Leaders shall receive a \$1,500.00 initial step. Two additional grades in the amount of \$1,000 each shall be added at the time this agreement is ratified by the parties. A merit step of \$500.00 will be considered after one year of service as a Crew Leader.

ARTICLE X - HEALTH INSURANCE

A. 1. The Borough currently provides major medical insurance to all full-time bargaining unit members and their families through the State Health Benefits Plan.

2. The Borough currently provides dental benefits for all full-time bargaining unit members and their families through the Borough of Glen Ridge, Blue Cross/Blue Shield Group Dental Plan.

3. The Borough currently provides prescription drug benefits to all bargaining unit members and their families. Prescription Drug Benefits are provided through the State Health Benefits Plan which provides various co-payments.

4. The Borough currently provides vision care for employees and their families through Vision Services Plan subject to an annual deductible of twenty five dollars (\$25.00) for each family member.

5. During the term of this Agreement, the above described insurance plan(s) will be modified to reflect any Borough wide change(s) provided all other employees (organized and not organized) are so affected.

6. It is agreed that should the Borough change insurance carriers, such coverage will be equal to or better than the current coverage being provided.

7. Employees will be responsible for the following payments to health care premium.

2010: 0.5% of annual salary

2011: 1.0% of annual salary.

2012: 1.5% of annual salary.

8 . If an employee has dual coverage (i.e. – husband, wife, relative, etc.) and elects to withdraw from the Borough’s medical insurance coverage, he/she shall receive a reimbursement equal to 50% of the single NJ Direct 15 premium. Payment shall be prorated on 24 pay periods.

Incentive payment for opting out of Borough paid health insurance shall be provided in accordance with the law.

9. Borough shall establish a Section 125 Plan to allow for pretax deductions on health benefits as permissible by law.

10. Hepatitis immunizations will be offered to all interested employees at no cost to the employee upon the signing of this Agreement.

ARTICLE XI - LIFE INSURANCE

The Borough shall continue to provide each employee with term life insurance coverage in the amount of one thousand five hundred dollars (\$1,500.00)

ARTICLE XII - LONGEVITY

The longevity plan shall be as follows: 2% of an employee's base salary after 5 full years of service, 4% of base salary after 10 full years of service, 6% of base salary after 15 full years of service, 8% of base salary after 20 full years of service and 10% of base salary after 25 full years of service. Longevity will be made part of an employee's annual salary and shall be calculated as of January 1st of the current year if the employee's anniversary date of employment is prior to July 1st of the current year. When the employee's anniversary date of employment is on or after July 1st, payment will begin as of January 1st of the following year. Employees hired as of January 1, 1998 will not be eligible for longevity.

ARTICLE XIII -CLOTHING AND UNIFORMS

A. The current system of issuing clothing, uniforms and gear shall be maintained. All full time DPW employees shall receive a two hundred dollar clothing maintenance allowance which will be paid on an annual basis on the first pay period in December via a supplemental

check. The Borough will provide two pairs of boots per year to each DPW employee with a maximum annual allowance of \$260.00.

B. Community Service Officers shall receive a four hundred dollar (\$400.00) uniform maintenance allowance over the life of the current Agreement. Payment shall be made with the first salary payment in February of each year. Borough will continue to issue a hat, badge, safety vest and coat.

ARTICLE XIV - MUTUAL AID

All employees rendering aid to another community shall be covered under all terms and conditions of this Agreement and are fully covered by worker's compensation and liability insurance.

ARTICLE XV - VACATIONS

A. Each full-time employee shall be eligible for annual vacation leave with pay based upon the number of years of service with the Borough as follows:

1. In the first year of employment, one (1) working day per month for each month of service not to exceed ten (10) days. No vacation time shall be granted until the employee has completed six months of satisfactory service unless the needs of the Borough require a deviation from this rule.

2. After the first full year of employment, the following vacation leave will be in effect.

Length of Service

1 to 5 years	11 days
6 to 10 years	15 days
11 to 15 years	18 days
16 to 20 years	22 days
21 plus years	26 days

It is agreed that the employee's anniversary date must fall on or before June 30 of each year

in order to be eligible for the number of vacation days at each level. If the anniversary date falls on or after July 1, the additional vacation entitlement will be eligible in the next ensuing calendar year.

B. 1. Vacation schedules shall be arranged by the head of each department, subject to the approval of the Mayor and Council or a Committee of the Council, having due regard to the needs of the Borough, seniority of the employee, and, as far as possible, the wishes of the employee. Department heads shall be responsible for reporting vacation schedules to the Borough Clerk as soon as possible after approval of same by the Mayor and Council as aforementioned. No vacation day carry over from year to year shall be permitted unless the needs of the Borough require that an employee's vacation request be denied. Notwithstanding this, up to five (5) vacation days may be carried over to the following year with the prior permission of the Department Head. At least one vacation request per year shall consist of 5 consecutive work days.

2. The Borough shall provide to each bargaining unit employee a printout showing vacation utilization and remaining time balances, on a quarterly basis.

3. The approval of requested vacation days shall be subject to the manning and operational requirements required by the Borough. In such circumstances, vacation request may be denied in whole or in part.

C. 1. Employees covered by this Agreement shall be entitled to two (2) days of paid personal leave of absence in each calendar year to attend to personal business.

(a) Personal leave days must be used for (a) emergencies, (b) observation of religious or other celebrations, but not holidays as defined elsewhere in this Agreement, or (c) personal business.

(b) Personal leave days shall be granted by the Department head upon the request of the employee and except in emergencies, leave shall be scheduled in advance with at least three (3) working days notice provided the request may be granted without interference with the proper operations of the Borough.

(c) Priority in granting such request shall be (1) emergencies, (2) observation of

religious or other days of celebration but not holidays, (3) attend to personal business. Where within a Department, there are more requests than can be granted for use of this leave for one of the aforementioned purposes; the conflict will be resolved on the basis of classification seniority.

(d) Personal leave days may be scheduled in one-half (1/2) day increments and may be taken in conjunction with other types of paid leave.

(e) Such leave credit shall not accumulate. Unused balances in any year shall be canceled.

ARTICLE XVI - BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) days leave of absence with pay to assist their family and attend the funeral.

1. For purposes of this Article immediate family shall be defined as the employee's spouse, child/foster child, parent, brother, sister, mother-in-law, father-in-law, grandchildren, grandfather, grandmother, brother-in-law or sister-in-law.

B. Part-time employees will be permitted to substitute their hours of work in order to attend the funeral of immediate family members as defined in A.1.

ARTICLE XVII - SICK LEAVE

A. 1. Employees with less than one (1) year employment shall be entitled to one and one quarter (1 1/4) sick leave days for each month worked.

2. Employees with one (1) or more years employment shall be entitled to fifteen (15) paid sick leave days at the beginning of each year.

3. Employees leaving their positions prior to the end of a year shall re-pay advanced sick leave by reductions in their last paychecks.

4. As used in this section, "sick leave" means paid leave that may be granted to each full-time borough employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him or her to perform the responsibilities of their position or who is quarantined by a physician because he or she has been exposed to a contagious disease. Part-time

and full-time temporary employees are not eligible for sick leave.

5. The Borough may require medical certification from the employee's physician after four (4) consecutive days of absence or if evidence of sick leave abuse can be reasonably demonstrated.

6. All absences on account of illness shall be reported immediately by the employee to the employee's immediate supervisor. If the supervisor cannot be reached promptly, notification should then be reported to the Office of the Borough Clerk.

7. Upon retirement, terminal leave shall begin for number of weeks or parts thereof equal to the then unused; accumulated dates of sick leave divided by five (5).

8. Sick leave can be accumulated to a maximum of two hundred days commencing with January 1, 1978.

9. Extension of sick leave beyond the maximum days allowed by this section may be allowed by resolution of the borough council.

10. Accumulated sick leave may be used by an employee for personal illness, illness in the employee's immediate family which requires the employee's attendance upon the ill person, quarantine restrictions, pregnancy or disabling injuries. The term "immediate family" for the purposes of this subparagraph shall mean and refer only to the employee's spouse, child, parent or unmarried brother or unmarried sister.

11. Sick leave cannot be allowed for ordinary dental care, nor for the services of an oculist for normal eye care.

12. The Borough shall provide to each bargaining unit employee a quarterly printout showing sick leave utilization and remaining time balances.

B. 1. When a full-time Borough employee is injured in the line of duty, the Borough Council may, pursuant to NJSA 40:11-8 and 9, pass a resolution giving an employee up to one (1) year's leave of absence with pay. When such action is taken, the employee shall not be charged any sick leave time for time lost due to such particular injury.

2. Any employee who has been granted a leave of absence with pay as a result of injury in the line of duty and qualifies for payments under workmen's compensation weekly benefits shall during the period the employee is receiving such weekly benefits be entitled only to the difference between his or her regular salary and the workmen's compensation payments.

C. A full-time employee, upon retirement from employment by reason of age, length of service or disability, as permitted and described under the laws of the State of New Jersey, shall be permitted compensatory time off to one-half (½) of any unused sick leave accumulated during the employee's service to the Borough or a lump sum payment, to a maximum of one hundred (100) days, paid at the employee's most recently base salary.

D. A separate "time record" file shall be kept on each employee of the Borough. Each department head shall submit a weekly report to the Borough Clerk regarding every employee. This report shall contain the following data: present or absent, sick, holidays, vacation or overtime.

E. As an incentive to promote attendance, any employee covered under this Agreement who does not utilize any sick leave during the period from January 1st through April 30th of any calendar year will be granted one (1) compensatory day to be taken between May 1st and August 31st of that year. Similarly, any employee covered under this Agreement who does not utilize any sick leave during the period from May 1st through August 31st of any calendar year will be granted one (1) compensatory day to be taken between September 15th through December 31st of that year. Any employee covered under this Agreement who does not utilize any sick leave during the period from September 1st through December 31st of any calendar year will be granted one (1) compensatory day to be taken between January 1st and April 30th of the immediately following calendar year. Any employee covered under this Agreement who does not utilize any sick leave during the entire calendar year will be granted one (1) additional compensatory day to be taken during the immediately following calendar year. At the Employee's discretion, cash remuneration or compensatory time may be granted for the first two (2) thirds of the year, provided they meet the eligibility requirement (sick time not utilized).

ARTICLE XVIII - HOLIDAYS

Employees are granted twelve paid holidays in each year. Said paid holidays shall be established by resolution of the Mayor and Council at the annual reorganization meeting in January of each year. (Dispatchers do not follow this provision and will receive 12 days off in lieu of these holidays)

ARTICLE XIX - SENIORITY

- A. Seniority shall mean permanent employment in a job title with the Borough of Glen Ridge.
- B. An employee shall lose seniority for any one of the following reasons:
 - 1. Resignation.
 - 2. Discharge and layoff.
 - 3. Fails to respond to a recall notice.

ARTICLE XX - LAYOFFS AND RECALL

- A. In the event the Borough reduces the work force through a layoff, job classification seniority shall prevail.
- B. The Borough shall rehire qualified laid off employees in order of job classification seniority. The Borough may only hire from the open market when no employee has preference for re-employment and is ready, willing and qualified to be rehired. This recall right shall continue for two years from date of layoff.
- C. Notice of recall to any employee who has been laid off shall be made by registered or certified mail to the last know address of such employee. The employee will have fifteen (15) days to reply to this notice. Failure to do so within this time will be deemed a rejection of the offer of recall.

ARTICLE XXI - OVERTIME

- A. The Borough agrees that full-time employees shall be compensated at the rate of one

and one half (1 1/2) times the employee base hourly rate, or part thereof, for hours worked per the following:

1. In excess of forty (40) hours per week.
2. For work on established Holidays other than those listed in XXI.B below.

B. When scheduled by the Borough or when an emergency requires full-time employees in the bargaining unit to work the following holidays: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; said employee shall be compensated at double the employees hourly base rate of pay for all hours worked on the aforementioned holidays

C. Overtime may be dispensed in either cash or compensatory time at the discretion of the Employee.

D. Compensatory time may be accrued and accumulated to a total of ninety-six (96) hours and may be carried forward from year to year thereafter.

E. Employees covered under this Agreement who work in the Public Works Department shall be paid double time for any Sunday they work.

F. Minimum call-in overtime shall be four (4) hours at their overtime rate.

G. In emergency situations, where DPW employees are required to work an additional shift, the Borough shall provide meal reimbursement or existing credit with food vendors for employee meal breaks. The maximum meal allowance will be \$8.00 for breakfast, \$10.00 for lunch, \$14.00 for dinner.

ARTICLE XXII - SEPARATION OF EMPLOYMENT

Upon resignation in good standing, the Borough shall pay all monies to the employee including accrued vacation pay.

ARTICLE XXIII - MANAGEMENT RIGHTS

Except to the extent expressly restricted by an explicit provision of this Agreement, the

Borough possesses the sole right and responsibility to manage its operations and all management rights repose in it. These rights include but are not limited to the rights: to determine the existence or non-existence of facts which are the basis of its decision; to establish or continue policies, practices or procedures for the conduct of its services for the citizens of Glen Ridge and, from time to time, to change or abolish such practices or procedures; to determine, and from time to time, to re-determine the number, locations, and types of its facilities, operations and equipment and of its employees or to discontinue any function by its employees; to hire, select and determine the number and types of employees required; to assign work to employees and to determine the overtime to be worked if any and how it is to be distributed; to establish training programs and upgrading requirements for its employees; to establish and change work schedules and assignments; to transfer or promote employees; to demote employees when it deems appropriate; to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees; to introduce new or improved methods or facilities, and to purchase services of others, contract or otherwise; and otherwise to take such measures as the Borough may determine to be necessary for orderly and efficient operations. These matters shall not be subject to negotiations and/or any grievance procedure.

ARTICLE XXIV - DURATION

The term of this Agreement shall be from January 1, 2009 through December 31, 2012. This Agreement shall remain in full force and effect on a day to day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein.

ARTICLE XXV - HOURS OF WORK

- A. The work week of Public Works employees shall be 40 hours.
- B. The hours of work for clerical employees shall be from 8:30 a.m. to 4:30 p.m.

ARTICLE XXVI - JOB POSTING

A. Any vacancies or newly created positions other than entry level positions shall be posted prominently for at least eleven (11) working days prior to filling of the vacancy. The posting shall include, but not be limited to the classifications, the salary, an abbreviated description of the job, and required qualifications and the procedure to be followed by employees interested in applying.

B. Posted positions shall be filled from those applying in accordance with the provisions of this Agreement. If no present employee has the necessary qualifications to perform the required duties, then the Borough may fill the job with a new employee.

C. Employees on vacation have a right to bid immediately upon return from vacation provided they were on vacation the entire posting period. Employees on sick leave will be given an opportunity to bid on a job vacancy, and it shall be the responsibility of the employee on sick leave to be aware of job vacancies. The Borough shall furnish the Union with a copy of the job listing.

ARTICLE XXVII - PROMOTIONS

A. Where a promotional vacancy in the unit occurs and two (2) or more employees are under consideration for such vacancy, the Town shall promote the most senior qualified employee who bids the job. The procedure to determine the most senior qualified employee shall be to look first to the individual Department where the vacancy exists, and then to the entire Borough work force.

B. An employee who is promoted shall serve a probationary period. If he/she is removed from the new job during the probationary period for failure to perform the new duties and responsibilities in a satisfactory manner, he/she shall be entitled to return to his/her former position without loss of seniority or other benefits.

COMMUNICATIONS WORKERS OF AMERICA

BOROUGH OF GLEN RIDGE

Carolyn C. Wade
President CWA Local 1040

Michael J. Rohal
Borough Administrator

Attest

Donald Klein
Executive VP CWA Local 1040

William Bartlett
Shop Steward

Ronald Zaleski
Shop Steward

Victor Waller
CWA National Staff Representative