

AGREEMENT

Between

THE BOROUGH OF BERGENFIELD

and

LOCAL 29/108

R.D.S.W.U., AFL-CIO

Effective July 1, 2003 to June 30, 2007

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PREAMBLE

THIS AGREEMENT, effective as of the first day of July 1, 2003 by and between the **BOROUGH OF BERGENFIELD, NEW JERSEY**, hereinafter referred to as the "Borough", and the **LOCAL 29/108, R.D.S.W.U., AFL-CIO**, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Borough and such of its Employees who are within the bargaining unit defined in **Article II** hereof in order that efficient and progressive public service may be rendered.

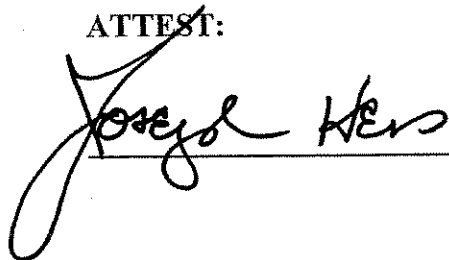
ARTICLE I

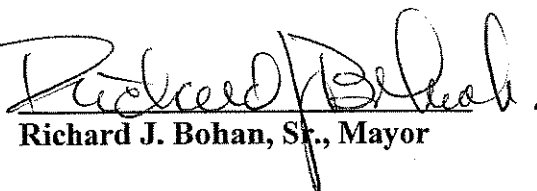
TERM OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 2003 and shall remain in full force and effect until June 30, 2007. In the event no new or substitute Agreement is entered into on or before June 30, 2007 the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:

BOROUGH OF BERGENFIELD

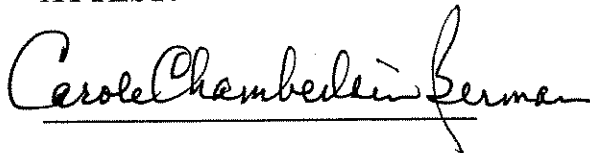


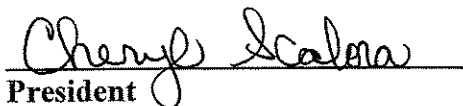


Richard J. Bohan, Sr., Mayor

ATTEST:

LOCAL 29/108, R.D.S.W.U., AFL-CIO





President

ARTICLE II
RECOGNITION

Section 1

The Borough hereby recognizes the Union as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all non-managerial, permanent, full-time employees as per PERC Docket RO-97-33.

Section 2

Unless otherwise indicated, the term "Employee" or "Employees" wherever used in this Agreement refers to all persons represented by the Union in the above-defined bargaining unit.

ARTICLE III

UNION CHECKOFF

Union Dues

- A. Pursuant to New Jersey Law, the Borough agrees to deduct the Union's monthly dues and initiation fees from the pay of the covered employees who authorize the Borough in writing to do so. Deductions shall be made from the first and second pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The Borough agrees to furnish the Union upon request, monthly, with a list of newly-hired employees and terminated employees. The Union will advise the Borough in writing of the amount of the initiation fees and monthly dues.
- B. Pursuant to N.J.S.A. 34:13A-5.5 et seq. all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, less the cost of benefits financed through dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.
- C. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union advising of such changed deduction.

ARTICLE IV

GRIEVANCE PROCEDURE

Grievance shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this agreement.

Step 1

An employee having a grievance shall present it orally, either individually or in the presence of the union steward or a member of the union shop committee, to his/her immediate supervisor, within ten (10) working days after the occurrence of the matter being grieved.

Step 2

If the employee does not receive or is not satisfied with the supervisor's response, then appeal to the Borough Administrator within ten (10) working days of the supervisor's response. Thereafter, the Borough Administrator shall discuss the grievance with the aggrieved employee and the Union Shop Committee and shall within ten (10) working days:

- A. Adjust the grievance
- B. Find the grievance unjustified, or
- C. Advise the shop committee that the adjustment of the grievance is beyond his authority

Step 3

If the grievance is not adjusted to the satisfaction of the employee and the shop committee, the employee, through his/her Union Shop Committee, shall proceed by filing a written appeal with the Mayor and Council within ten (10) working days of the decision made by the Borough Administrator. The Mayor & Council shall issue its written decision within ten (10) working days after meeting with the Union. Such meeting shall be at the next regularly-scheduled work session of the Mayor & Council after receipt of the appeal.

Step 4

If the grievance is not resolved to the satisfaction of the employee, the Union may request State mediation.

Step 5

Upon failure of a resolution of the grievance in Step 4, above, the authorized representative of the

Union may proceed to final and binding arbitration before and pursuant to the rules of the New Jersey Public Employment Relations Commission by serving notice of its desire for arbitration upon the Borough Administrator either personally or by certified mail within fourteen (14) days after the termination of Step 4.

The cost of the services of the arbitrator shall be borne equally by the Borough and the Union.

All grievances presented in writing shall specify the occurrence being grieved and the resolution being sought by the grievant.

The arbitrator shall be bound by the provisions of the agreement, and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in any way, the provisions of this agreement or any amendment or supplement thereto.

An aggrieved employee shall suffer no loss of pay as a result of time spent in his/her own behalf in an arbitration hearing.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to waiver.

ARTICLE V

SENIORITY

- A. Seniority, probationary period, layoffs, transfers and assignments shall be in accordance with existing rules and regulations of the New Jersey Department of Personnel.
- B. Employment may be granted on a temporary basis for a period of up to six months. At any time during this period, the employee may be given probationary status or may be terminated. In no case will temporary employment continue for more than six months.
- C. A newly-hired employee, who previously worked for the Borough but who was terminated or resigned for any reason, shall be considered a new employee and all calculations of benefits based on seniority shall be from the date of last hire.
- D. No benefits shall accrue to temporary employees for sick leave, vacations, pensions or other benefits other than when employment shall be made permanent.
- E. If a temporary employee is made permanent, their time as a temporary employer shall count toward their probationary period.

ARTICLE VI

WAGES

Effective July 1, 2003	\$1,500
Effective July 1, 2004	3% Increase
Effective July 1, 2005	3% Increase
Effective July 1, 2006	3% Increase

HIRING SCHEDULE

07/01/04	07/01/05	07/01/06
23,794	24,503	25,243

SEE ATTACHED SALARY SCHEDULE

SALARY SCHEDULE

7/1/03 7/1/04 7/1/05 7/1/06

CLASS 1	CLERK TYPIST	23794	24508	25243	26000
		25652	26422	27215	28031
		26578	27375	28196	29042

CLASS 2	VIOLATIONS CLERK	26617	27416	28238	29085
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CLASS 3	DEPUTY COURT ADM.	33234	34231	35258	36316
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CLASS 4	SR. CLERK TYPIST	32847	33832	34847	35892
	TECH ASSIST TO CCO				

CLASS 5	PRINCIPAL CLERK	34101	35124	36178	37263
	ASST PURCHASING				

CLASS 6	PAYROLL CLERK	35405	36467	37561	38688
	DEPUTY BORO CLERK				

PART-TIMERS

All part-timers covered by this agreement will receive a \$1.00 per year raise in their hourly rate

ARTICLE VII

LONGEVITY

Employees shall receive longevity as follows:

6 through 8 years.....	1%
9 through 11 years.....	2%
12 through 14 years.....	3%
15 years	4%
16 through 20 years.....	6%
21 or more	8%

ARTICLE VIII

HOURS OF WORK, OVERTIME AND STANDBY

- A. All overtime shall be authorized in advance by the Department Head.
- B. Time and one-half premium pay shall be paid for all hours worked in excess of 35 hours per week.
- C. Any employee required to work on a holiday or a Sunday shall receive their pay for that day plus an additional day's pay.
- D. At the employee's request, compensatory time may be taken in lieu of premium or holiday pay. Such compensatory time must be taken by April 1st of the calendar year following the year it is earned.
- E. The Borough reserves the right to require qualified employees to work overtime whenever conditions so warrant, providing such right shall not be exercised capriciously.
- F. Should an employee be called in for extra duty during an employee's off-duty time, the employee shall be entitled to a minimum of two (2) hours overtime.

ARTICLE IX

TRAINING AND EDUCATION

Section 1

Tuition cost of courses undertaken as part of a continuing education program at a State of New Jersey accredited college or university shall be paid by the Borough.

Section 2

Tuition shall be paid for any training program or certifications required pertinent to the employee's position in the Borough.

ARTICLE X

PAY DIFFERENTIAL

Any employee required to do work on a higher rated job shall receive the payment for the higher rated job for this period. This provision shall not apply to employees undergoing training for a higher rated position under the supervision of an employee qualified in their higher rated job. Such training in any classification shall be limited to a period equivalent to ten (10) full working days.

ARTICLE XI

SAFETY

The Union shall be entitled to one representative on the Borough's Safety Committee.

ARTICLE XII

VACATIONS

0 - 1 years service.....	1 day for each month employed
1 - 5 years service.....	12 working days
6 - 10 years service	15 working days
11 - 15 years service.....	18 working days
16 - 20 years service	21 working days
21 - 24 years service.....	25 working days

- A. Selection of vacations within the department shall be by seniority. The number of employees allowed off on vacation at any time shall be determined by the Department Head.
- B. Vacation days shall vest as earned. Vacation time, as determined by the Employee's anniversary date may be taken in full at any time in the year, provided that such Employee shall reimburse the Borough for any unearned vacation time, pro-rata, if he leaves the employ of the Borough during the year said vacation is taken, other than due to disability, retirement or death.
- C. Religious holidays may be taken as a vacation day or a personal day.
- D. Earned but unused vacation time shall be paid, pro-rata, to an Employee, or his legal representative, upon his disability, retirement or death.

ARTICLE XIII

SICK LEAVE

- A. Sick Leave shall be granted in accordance with NJAC 4A:6-1.3.
- B. An employee absent on sick leave for three or more consecutive days shall submit acceptable medical evidence substantiating the illness. In the event, an employee has accumulated a total of five one or two day absences in any one calendar year, acceptable medical evidence substantiating the illness shall be required for all subsequent sick leave absences during the remainder of that calendar year.
- C. Employee shall be notified upon reaching the five-day absence requirement.
- D. All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

ARTICLE XIV

BEREAVEMENT

- A. All employees covered by this Agreement shall be entitled to three days leave with pay upon the death of a member of the immediate family. Such leave will commence on the first working day following the death of the family member.
- B. The immediate family shall include spouse, child, parent, brother, sister, grandparent, grandchildren of an employee or the employee's spouse and any relative permanently residing in the employee's home.
- C. In the event of the death of an uncle or aunt of the employee or their spouse, the employee shall be entitled to one day's leave with pay to attend the funeral.
- D. Such funeral leave shall not be charged against an employee's vacation or sick leave. Upon request by the Borough, the employee shall provide reasonable proof.
- E. An extension of absence under the article may be had at the employee's option, with the consent of the Department Head and may be charged against available vacation time or be taken without pay for a reasonable period.
- F. In the event of the demise of an employee covered by this Agreement, the Borough will grant funeral leave to one Union representative, with the reasonable approval of the Department Head, for the purpose of attending the funeral.

ARTICLE XV

SPECIAL LEAVE (LEAVE OF ABSENCE)

Any employee desiring a leave of absence without pay from his/her employment shall request such leave, in writing, stating the reason for the leave. The maximum leave of absence shall be in accordance with the laws of the State of New Jersey and, if not applicable, for ninety (90) days. Such period may be extended for a like period by the Borough Administrator.

During the period of absence, the employee shall not engage in related gainful employment. An employee who fails to comply with this provision shall be deemed to have quit his/her employment.

Seniority shall be retained, but shall not accrue during such leaves, except as permitted under the laws of the State of New Jersey. Time on special leave shall not be counted in comparing service for vacation purposes.

The employer shall have the right to require an employee returning from a leave of absence for illness or injury to undergo a physical examination by a physician designated by the employer before his/her return to the job at the Borough's sole cost. The employee must make suitable arrangements for the continuation of welfare and pension payments, if any, before the leave may be approved by the Borough.

The Borough shall have the right, at its discretion, to refuse to grant special leave under this section except as restricted by law.

Jury Duty leave and Maternity leave shall be granted in accordance with the laws of the State of New Jersey.

ARTICLE XVI

HOLIDAYS

A. The following shall be holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

B. If a holiday falls on a Sunday, it shall be granted on the following Monday. If on a Saturday, to be granted on the preceding Friday.

C. Each employee shall be entitled to three (3) personal days per year.

ARTICLE XVII

BENEFITS

- A. Current coverage for hospitalization, major medical, dental and prescriptions shall remain in effect during the period of this Agreement.
- B. All employees covered under this agreement shall contribute \$10.00 per week through Payroll deduction for their hospitalization, major medical and dental, only upon all other Borough of Bergenfield bargaining units agreeing to this, shall this be implemented.
- C. Prescription co-pay shall be \$0/\$5/\$10, only upon all Borough bargaining units agreeing to this change. Otherwise, the prescription plan shall be \$3 generic and \$5 non-generic.

ARTICLE XVIII

RETIREMENT

- A. All employees enrolled in the Public Employees Retirement System of the State of New Jersey are subject to the requirements and provision of the plan.
- B. The employee's contribution to the plan is deducted from the salary paid to such employees and remitted to the State of New Jersey as required and prescribed by law.
- C. The employer's contribution for such employee is determined by, and subsequently remitted to, the State of New Jersey, in accordance with the provision of the law.
- D. Employees having completed the required number of years of service and having attained the specified age may apply for retirement as provided by the plan.

ARTICLE XIX

GENERAL

- A. The terms and conditions contained herein shall supersede any contrary terms and conditions whether contained in ordinance, personnel policy or elsewhere but shall not supersede any of the requirements or prescriptions of N.J.S.A.34:13A-1 et seq. or any other law of the State of New Jersey, all of which rights and prescriptions, to the extent required by law, shall govern the relationship of the parties and the construction of the agreement.
- B. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.
- C. If any clause contained in the agreement is hereafter found to be illegal, the clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.

ARTICLE XX

MANAGEMENT OF THE BOROUGH'S AFFAIRS

It is recognized that the management of the Borough government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Borough. Accordingly, the Borough retains the rights including but not limited to, the selection and direction of the working forces; including the right to hire, suspend or discharge of just cause, assignment, promotion or transfer, to determination of the amount of overtime to be worked, the relief of employees from duty because of lack of work or from other legitimate reasons; decision regarding the number and location of its facilities, stations, etc., determination of the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, the purchase of services of others, contract or otherwise, except as they may be otherwise specifically limited in the agreement and to make reasonable and binding rules which shall not be used to permanently change the present duty of the job classifications.

However, the Union and the employees shall have the right to submit to grievance and arbitration any exercise of any of these rights which prejudice or deprive the union or any employee of the existing contract right or benefit.

ARTICLE XXI

ACCESS & RECORDS

- A. An authorized officer or representative of the Union shall have access for the purpose of effectuating the provisions of this agreement. Such official shall notify the Borough Administrator or his deputy in advance of their intention of exercising this right of access.

- B. Once each year, an employee may review their employment file.

ARTICLE XXII

CONTINUED OPERATIONS

It is recognized that the need for continued and uninterrupted operation of the Borough's department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties hereto agree that there will be and that the union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in strike, slowdown or other such interference.

ARTICLE XXIII

TERMINAL LEAVE

- A. Upon termination of employment with the Borough, an employee with fifteen (15) years of service will be entitled to receive severance pay, which will be equal to one month's pay including longevity for each five (5) years of completed employment, with a maximum of six (6) months pay.

- B. Notwithstanding the foregoing, if State legislation were adopted, expressly permitting or requiring municipalities to pay retiring employees for any portion of accumulated sick leave, the parties shall renegotiate this provision so that one policy or the other (i.e., terminal leave pay or sick leave pay) will be adopted.

ARTICLE XXIV

BULLETIN BOARD

- A. The Borough will supply one (1) bulletin board for the use of the Union to be placed in a conspicuous location.
- B. The bulletin board shall be for the use of the Union for the posting of notices and bulletins pertaining to Association business and activities.
- C. No matter may be posted without receiving permission of the officially designated Union representative. Any bulletin deemed detrimental to the operation of the Department may be rejected for posting by the Department Head.

ARTICLE XXV

VACANCIES

Vacancies that are to be filled permanently, shall be filled in accordance with State Civil Service regulations. The Union will be notified whenever a Civil Service test is ordered by the Borough.