

I declare to the best of my knowledge and belief that the attached document is a true electronic copy of the executed negotiations agreement.

Jane McCarthy, RMC - Municipal Clerk

**AGREEMENT
BETWEEN
BOROUGH OF BLOOMINGDALE
PASSAIC COUNTY, NEW JERSEY
(BOROUGH)**

AND

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO, LOCAL 1032
BLUE COLLAR UNIT (UNION)**

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

PREAMBLE

The provisions of this Agreement are intended to provide for:

- 1. Conditions of employment and incentives which are fair and equitable;
- 2. Fair personnel administration to stimulate employee morale; and
- 3. Job security subject to good behavior, satisfactory performance and availability of funds.

ARTICLE 1. RECOGNITION

Section 1. The Borough of Bloomingdale (Borough) recognizes the Communications Workers of America, AFL-CIO (Union), as the sole and exclusive bargaining agency for all permanent full time and permanent part time employees covered by this Agreement. This recognition shall not impair the rights of any employee, group of employees and/or elected/appointed officials under the New Jersey Constitution or any applicable law or State administrative regulation now or hereafter enacted or promulgated.

For the purposes of this Article, the employees covered by this Agreement comprise the Blue Collar Unit and are as follows:

Mechanic	Sanitation Laborer	Foreman/DPW/Utility
Sanitation Driver	Road Laborer	Utility /Labor
Equipment Operator	Driver/Laborer	

The Borough shall prepare, and provide to the Union, job descriptions for all covered employees.

Section 2. Dues Check Off

A. The Borough agrees to deduct monthly membership dues from the pay of those members of the Unit who individually and voluntarily request, in writing, that such deductions be made on a form to which the Union and the Borough agree and consistent with the applicable laws. The amounts to be deducted shall be certified to the Borough by the Treasurer for the Union by the 15th of the month after the month in which the deductions are made.

B. Any employee in the Unit on the implementation date of this Agreement, who does not join the Union within thirty (30) days thereafter, any new employee who does not join the Union within thirty (30) days of initial employment within the Unit, any member who subsequently resigns from Union membership, or any temporary employee who does not join at the completion of a three (3) month period following the beginning of employment, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees and assessments as certified by the Union to the Borough.

The Union agrees to indemnify defend and hold harmless the Borough against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of

any action taken by the Borough in reliance upon information supplied by the Union concerning the names of the employees and the amount for dues to be deducted.

The Union's entitlement to the representation fee shall continue beyond the termination of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by the successor agreement between the Union and the Borough.

The determination of the appropriate representation fees, those employees to be covered, applicable payroll deduction provisions, challenges to fair share fee assessments, time for fair share payments and all other questions related to Agency Shop Law and its proper interpretation shall be made in accordance with P.L. 1979, Chapter 477, and N.J.S.A. 34:13A-5.4 *et seq.*

C. Dues deductions and agency fees for all employees covered by the terms and conditions of this Agreement, along with a list of said employees and the amounts deducted, shall be sent to:

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032
67 SCOTCH ROAD
EWING, NEW JERSEY 08628
ATTENTION: LOCAL TREASURER

ARTICLE 2. TERM AND AGREEMENT

This Agreement shall be deemed to have been in full force and effect from January 1, 2006 through and including December 31, 2009. All monetary benefits hereunder shall apply retroactively to January 1, 2006 unless otherwise set forth in this Agreement, and payments of any money due shall be made as soon after the execution of this Agreement by all parties as may be practical in accordance with the provisions defined in Article 5 herein. Collective bargaining negotiations for a successor agreement on the terms of this Agreement shall begin on October 1, 2009 or as otherwise required by the New Jersey Employers-Employees Relations Act. This Agreement shall remain in full force and effect during collective bargaining negotiations between the parties beyond the date of expiration and until a successor agreement is executed by the parties or a successor agreement becomes effective by other lawful means.

ARTICLE 3. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes that the Borough has the right and responsibility to manage Borough business and direct Borough personnel, including the right to hire, discharge and suspend employees as provided by law. The Borough reserves to itself the

exclusive determination of all matters pertaining to schedules, work assignments and deployment of any and all resources including but not limited to the right to publish and enforce a Personnel Policy Manual and work rules, so long as the Personnel Policy Manual and rules are not inconsistent with this agreement; the right to add, change, interpret or eliminate personnel policies, practices and rules deemed in the best interests of the Borough.

All employees of the Unit shall be subject to rules of official conduct established by the Borough policies, rules and regulations within the Borough's prerogative. Any benefit of any nature and kind whatsoever, including but not limited to leaves, allowances, privileges, longevity, overtime pay (except as provided by law), holidays and holiday pay, any other premium pay benefit, vacation and vacation pay, sick leave, leaves of absence and health benefits, shall only apply to full time employees, and not to part time employees of any category, if any, covered by this Agreement unless there is specific language in this Agreement making any such benefit, leave, allowance or privilege applicable to part time employees or as may be required by law.

Section 2. The Borough recognizes a duty and responsibility to refrain from coercion or intimidation of any employee and from solicitation of funds or contributions or causing same.

Section 3. The Borough recognizes and encourages meritorious actions on the part of its officials and employees. Letters of commendation concerning Borough employees from superiors and from members of the public shall be directed to the attention of the Governing Body and included in the employee's personnel file. The Governing Body may, on its own action, initiate commendations to be made and included in the employee's file. Copies of filed letters of commendation shall be made available to the employee upon request.

Section 4. Suggestions from and opinions of employees are solicited in written form in order to have them on record in the employee's file. Such suggestions should be directed to the Borough Administrator.

Section 5. (a). No employee shall be discharged or disciplined except for just cause or as according to law.

(b). The Borough may sanction any employee for cause, including but not limited to violations of work or departmental rules or work unit rules and regulations and/or the provisions of the Personnel Policy of the Borough, as permitted by law.

(c). The Borough, in its sole discretion, may sanction any employee for a breach of discipline, as permitted by law.

(d). All of the following acts, which list is not exhaustive or limiting, and which is set forth as indicative of unacceptable behavior, shall be cause for sanction.

Absence without leave.

Failure to report to work after scheduled leave or after leave has been denied or revoked.

Neglect of duty.
Breach of discipline.
Consumption of alcoholic beverages while on duty.
Use of a controlled dangerous substance while on duty.
Violation of the terms of this Agreement.
Violation of the provisions of the Personnel Policy Manual.
Violation of work, departmental or work unit rules or regulations.
Commission of any crime of any degree.
Commission of any disorderly or petty disorderly offense while on duty.
Conduct unbecoming a public employee.
Engaging in any work slowdown or stoppage.

(e). Sanctions include but are not limited to (except by law) verbal reprimand, written memorandum of censure, transfer of position, suspension with or without pay, demotion in rank and dismissal from employment. The Borough Administrator may suspend an employee without pay for no more than five (5) days. Recommendations for suspensions without pay exceeding five (5) days or termination of employment shall be reviewed by the Governing Body.

ARTICLE 4. HOURS OF WORK

Section 1. The regular work week shall be from Monday through Friday. Regular hours shall be between 6:00 a.m. and 3:30 p.m. unless otherwise designated by the supervisor in charge due to emergency or required exceptions. Employees shall be entitled to a lunch break between 12:00 p.m. and 12:30 p.m., which time may be changed by the supervisor on duty in emergency situations. This provision shall apply to full time employees only. Part time employees, if any, shall work such schedule as may be assigned by the Borough.

Section 2. Accurate and complete time and attendance records shall be maintained and certified to the Borough Administrator by the employee. Every employee shall undertake to devote their full working time to the performance of their job.

Section 3. Any lateness, whether authorized or not, shall be recorded with explanation. Recurring lateness may be the basis for discipline. Each employee shall provide prior notice of a complete or partial absence to a supervisor without delay.

ARTICLE 5. COMPENSATION

Section 1. Each full time employee covered by this Agreement shall receive yearly increases during the term of this Agreement on January 1 of each year as follows. An employee hired subsequent to January 1 of any year of this Agreement is not entitled to an increase in pay during the year of employment and shall receive a first increase in pay on January 1 next subsequent to the date of employment.

2006 3%
2007 3%
2008 (January 1) 2% and (July 1) 2%

2009 (January 1) 2% and (July 1) 2%

2005

2006

\$28,975
\$31,044
\$33,114
\$35,183
\$37,253
\$39,323
\$41,390
\$44,090

\$29,844
\$31,976
\$34,107
\$36,239
\$38,371
\$40,502
\$42,632
\$45,413

SANITATION

LABORER

2005

2006

\$31,955
\$33,852
\$36,108
\$38,767
\$40,720

\$32,913
\$34,867
\$37,192
\$39,930
\$41,942

\$42,879
\$45,135
\$47,835

\$44,165
\$46,490
\$49,271

2005

2006

2007

2008
1/1/08-6/30/08

\$33,000
\$35,357
\$37,714
\$38,359
\$42,428
\$44,785
\$47,142
\$49,842

\$33,990
\$36,418
\$38,845
\$39,510
\$43,701
\$46,129
\$48,557
\$51,338

\$35,009
\$37,510
\$40,011
\$40,695
\$45,012
\$47,513
\$50,013
\$52,878

\$35,710
\$38,260
\$40,811
\$41,509
\$45,912
\$48,463
\$51,014
\$53,935

2005	2006	2007	2008 1/1/08-6/30/08
\$46,139	\$47,523	\$48,949	\$49,928
\$48,839	\$50,304	\$51,813	\$52,850

2005	2006	2007	2008 1/1/08-6/30/08
\$33,000	\$33,990	\$35,009	\$35,710
\$35,357	\$36,418	\$37,510	\$38,260
\$37,714	\$38,845	\$40,011	\$40,811
\$40,071	\$41,273	\$42,511	\$43,362
\$42,482	\$43,757	\$45,069	\$45,971
\$44,785	\$46,129	\$47,513	\$48,463
\$47,142	\$48,557	\$50,013	\$51,014
\$49,842	\$51,338	\$52,878	\$53,935

2005	2006	2007	2008 1/1/08-6/30/08
\$36,953	\$38,062	\$39,204	\$39,988
\$39,591	\$40,779	\$42,003	\$42,843
\$42,232	\$43,499	\$44,804	\$45,700
\$44,872	\$46,218	\$47,605	\$48,557
\$47,511	\$48,937	\$50,405	\$51,413
\$50,151	\$51,656	\$53,205	\$54,270
\$52,791	\$54,374	\$56,005	\$57,126
\$55,491	\$57,155	\$58,870	\$60,047

2005	2006	2007	2008 1/1/08-6/30/08
\$44,200	\$45,526	\$46,892	\$47,830
\$46,189	\$47,575	\$49,002	\$49,982
\$48,268	\$49,716	\$51,207	\$52,231
\$50,440	\$51,953	\$53,512	\$54,582
\$52,710	\$54,291	\$55,920	\$57,038
\$55,082	\$56,734	\$58,436	\$59,605
\$57,560	\$59,287	\$61,066	\$62,287
\$60,260	\$62,068	\$63,930	\$65,209

Section 2. In the event employees are hired in a permanent part time capacity during the term of this agreement, the parties agree to reopen this agreement for the purpose of negotiating the salaries of such part time employees. The reopener shall not delay the employment of any part time employee, said employee to be hired at a rate agreed by the employee and Borough pending further negotiation.

Section 3. Employee Medical Contribution

Each employee covered by this agreement on the date it becomes effective shall contribute towards there medical benefits with two exceptions.

A. Employees who opt-out of medical benefits from there employer are not required to contribute.

B. Employees who make less than 30,000 will not be required to make contributions till there salary exceeds the threshold of the appropriate step.

Step 1.	\$30,000	\$100.00 per year
Step 2.	\$37,500	\$200.00 per year
Step 3.	\$40,000	\$300.00 per year
Step 4.	\$50,000	\$400.00 per year
Step 5.	\$55,000	\$500.00 per year

ARTICLE 6. LONGEVITY

Section 1. In the event part time employees may be covered by this Agreement, longevity payments are specifically limited to full time employees.

Section 2. The following longevity payment schedule shall be in effect during the term of this Agreement, except as provided in Section 3. Longevity shall be added to base pay on the anniversary of the official date of hire for each employee.

0 through 4th year	0%
5 through 9th year	2%
10 th through 14th year	3%
15 th through 19 th year	4%
20th through 24th year	5%
25th through 29th year	6%
30th through 34th year	7%
35th year and subsequent	8%

Section 3. Employees hired on or after the date of execution of this Agreement by all parties shall receive longevity payments pursuant to the following schedule.

0 through 4 th year	0%
5 th through 9 th year	1%
10 th through 14 th year	1.5%
15 th through 19 th year	2%
20 th through 24 th year	2.5%
25 th through 29 th year	3%
30 th through 34 th year	3.5%
35 th year and subsequent	4%

ARTICLE 7. OVERTIME

Section 1. Overtime shall occur only with the prior approval of the Borough Administrator, Superintendent or designee. The policy of the Borough is to avoid the occurrence of overtime whenever possible.

Section 2. Overtime shall be compensated at one and one half times the base rate of pay except as set forth otherwise herein. If an employee holds multiple titles/positions, they shall not be combined for overtime purposes, except as may be required by law.

Section 3. The Borough shall comply with applicable law with respect to the determination of overtime. Notwithstanding, the Borough shall pay full time permanent employees as follows: one and one half times the base rate of pay for work in excess of 8 hours per day, 40 hours per week or work on a Saturday; two times the base rate of pay

for work on a Sunday; two times the base rate of pay plus holiday pay for work on a Borough recognized holiday; and two times the base rate of pay for overtime which exceeds 8 hours of overtime up to the commencement of the regular work day.

Section 4. Part time employees, if any, shall be paid overtime strictly in conformity with applicable law. Part time employees shall not receive overtime for work on Saturdays, Sundays or Holidays except as may be required by law.

Section 5. Overtime shall be compensated at not less than 3 hours of pay when a full time employee is called out.

Section 6. Overtime shall be assigned as equally as practicable and consistent with efficient operation of the Department, among employees qualified in the sub-units to perform similar work. Overtime procedures shall be incorporated in the work rules. A minimum of 24 hours notice shall be given to any employee directed to work contrary to the regular work schedule.

The Borough shall first seek to provide voluntary overtime to employees in the same job classification as the position to be filled by the overtime, then to volunteers who are qualified to fill the overtime position. In such event as an employee voluntarily accepts an overtime assignment, the employee shall perform the duties of the specific job title for which the overtime was needed. If an employee is required by the Borough to work overtime, the employee may “bump” lower titles and work in the highest title qualified during the overtime.

Section 7. The assignment of Saturday and Sunday recycling overtime shall remain equally distributed among all full time members of the bargaining unit, with each member compensated pursuant to their respective rate of pay.

ARTICLE 8. HOLIDAYS

Section 1. The following days are the Borough recognized Holidays. An employee is entitled to holiday day pay only if the employee satisfies the requirements of this Article.

New Year's Day	Columbus Day	President's Day
Veteran's Day	Good Friday	Thanksgiving Day
Day After Thanksgiving	Memorial Day	
July 4 th		
Labor Day	Christmas Day	2 Floating Holidays

Section 2. A holiday which falls on a Saturday shall be observed on the preceding Friday. A holiday which falls on a Sunday shall be observed on the subsequent Monday. A holiday falling during an employee's scheduled and approved week of vacation shall be granted to said employee on another date. Holiday leave is not cumulative.

Section 3. One weeks notice is required when taking a floating holiday, subject to waiver at the sole discretion of the Borough Administrator. Floating holidays must be taken in full or half day increments only.

Section 4. An employee, full or part time, must complete the workday immediately preceding the holiday and the workday immediately subsequent to a holiday in a given

work week to receive holiday pay. Part time employees, if any, are not entitled to floating holidays in any circumstance.

Section 5. At the sole discretion of the Borough Administrator or designee, the Borough may shorten working hours on the day before Christmas and on New Year's Eve.

ARTICLE 9. VACATION LEAVE

Section 1. Full time employees shall be entitled to vacation leave with pay measured by length of service and which shall accrue on a monthly prorated basis for any part year as set forth in the following schedule. Vacation days must be taken in full or half day increments only.

1 st year	6 days prorated by date of hire
2 nd year	12 days
3 rd year	13 days
4 th year	14 days
5 th year	15 days
6 th year	16 days
7 th year	17 days
8 th year	18 days
9 th year	19 days
10 th year	20 days
11 th year	21 days
12 th year	22 days
13 th year	23 days
14 th year	24 days
15 th year	25 days
16 th year	26 days
17 th year	27 days
18 th year	27 days
19 th year	27 days
20 th year and over	28 days

Section 2. The Borough shall make vacation request forms available to the employees. All vacation requests for each calendar year must be submitted to the Borough Administrator and the employee's Department Head no later than March 1 of each year. The Borough will provide written notification of approval or denial of the vacation request to the employee within 10 days of receipt of the request form.

Section 3. The Borough shall treat all vacation requests on the basis of preference according to length of service when possible, with a minimum delay or inconvenience and while meeting staffing requirements of the Borough.

Section 4. Vacation leave is not cumulative and must be taken in the year accrued except that up to five days may be carried to a subsequent year with the approval of the Borough Administrator. If vacation is carried with proper approval, the employee must provide a schedule in which the carry over vacation leave will be used. Said schedule must be provided to the Borough Administrator and the employee's Department Head by January 15. All carry over vacation leave must be used by March 31 of the subsequent year. If an employee is not permitted to use carried over vacation leave by March 31 due to a refusal by the Borough, the employee shall be paid for said unused vacation leave up to a maximum of 5 days. The Borough shall not unreasonably withhold carry over vacation requests.

ARTICLE 10. LEAVES

Section 1. Leave of Absence Without Pay. An employee may apply to the Borough Administrator for a leave of absence without pay for a period not to exceed ninety days. The employee shall submit the request in writing and shall state the reason the leave is requested, the expected date leave is to start and the expected date of return to duty. Granting such a leave is in the sole discretion of the Borough Administrator, If leave is granted, the employee shall not lose seniority. Extensions may be granted at the sole discretion of the Borough Administrator. Extension requests shall be in the same form as requests and shall be made prior to the date of return to duty. An employee who leaves a position prior to receiving written authorization or fails to return without an approved extension from such a leave, shall be deemed to have abandoned the position and job title and such act shall constitute a resignation from employment with the Borough

Section 2. Personal Leave Without Pay. An employee may request personal leave without pay at least three days prior to the start of said leave. The request must be in writing and set forth the reason and the amount of time requested. The approval or denial of such requests and/or the amount of time approved, if applicable, is at the sole discretion of the Borough Administrator. The Borough Administrator shall approve or deny the request within two days of receipt. A rejection shall be in writing and provide the reason. It is the intention of this provision that such requests be for limited and definite periods of time.

Section 3. Bereavement leave shall be provided to all full time permanent employees at base pay as follows.

- a. Death of a spouse, child, parent, brother or sister 3 working days
- b. Death of a spouse's child, parent, brother or sister 3 working days
- c. Death of a grandparent 2 working days
- d. Death of a relative living under the same roof 2 working days

Section 4. An employee who is required to attend Court on a Borough related matter or jury duty, not of the employees own initiative, during regular working hours, shall receive an amount equal to base pay less the amount received for the attendance, if any.

Section 5. Military leave shall be granted in accordance with applicable federal and state law.

ARTICLE 11. SICK LEAVE

Section 1. Sick leave shall be granted to an eligible employee who, through sickness or injury, becomes incapacitated to such a degree that it is impossible for the employee to perform the duties of the position or who is quarantined by a physician due to exposure to a contagious disease.

Section 2. Full time permanent employees are entitled to fifteen sick days per year or a monthly prorated portion of same for partial years of employment. Sick days may be accumulated without limit.

Section 3. Part time and temporary employees are not entitled to any sick leave benefit.

Section 4. Upon retirement as defined by the Public Employees Retirement System, an employee shall receive compensation for a maximum of 120 unused sick days as follows.

- a. One half the daily rate of pay for each accumulated sick day up to and including the 60 sick day at the rate of pay on the date of retirement.
- b. Terminal leave equal to no more than 60 additional days.

Section 5. On or before February 1 of each year, an employee may request and receive payment for no more than 6 unused and accumulated sick days which accrued in the prior year, to be compensated at one half the current daily rate of pay for each day compensated. Days for which the employee elects compensation on a yearly basis shall not accumulate for retirement compensation or future sick time use.

Section 6. The Borough retains the managerial right to establish and maintain a sick leave policy as part of the Personnel Policy Manual which has been adopted by the Borough. The Borough agrees to negotiate any aspect of economic impact or disciplinary impact affected by such a policy, in good faith. A claim for sick leave which is determined to be unqualified shall be reason for disciplinary action.

Section 7. The Borough Administrator or designee, at the Administrator's or Designee's sole discretion, may require an employee to provide to the Borough acceptable medical evidence attesting to an employee's inability to work if the sick leave extends for 3 consecutive days or more than 5 days in any 60 day period (which 60 day period begins on the day an employee takes sick leave and is not controlled by calendar year), regardless of whether said days are consecutive, and subject to the limitation that any period of illness in which the days are consecutive shall count as 1 day toward the accumulation of 5 days. An employee who fails to provide said evidence upon request, which request shall be made within 48 hours of the date of return to work or sooner, or be waived, pursuant to any part of this agreement, shall not be paid for days of sick leave taken, however, the sick days which are not paid shall be credited back to the employee sick leave bank.

Section 8. The employee must report the sick leave request prior to the assigned starting time. An employee failing to do so will be considered absent without leave and may not be paid for the sick day, at the sole discretion of the Borough Administrator.

Section 9. Each eligible full time employee may take 4 of the 15 entitled sick days per year for attending to personal matters. Sick leave taken for personal matters must be taken in increments of half or full days only.

Section 10. If an injury occurs which is determined to be compensable under Worker's Compensation Laws of the State of New Jersey, the Borough shall pay the difference between the employee's full pay and Worker's Compensation benefits. In such cases, no charge shall be made against the accumulation of sick leave.

ARTICLE 12. ASSIGNMENTS

Section 1. Assignments of personnel, including but not limited to appointments, promotions and transfers shall be made on the basis of qualifications of education, training, prior experience and personal fitness, without regard to race, religion, sex, national origin or personal, family or political affiliations, according to law, but subject to the non-reviewable discretion of the Governing body. It is the policy of the Borough to give reasonable preference in employment to qualified residents of the Borough where permitted by law.

Section 2. Unless prohibited by law, newly hired employees, and employees covered under this Agreement who may be assigned to new positions, shall be considered on probation for a reasonable period of time, but at least six months, the period to be at the sole discretion of the Borough Administrator or designee. During probation, compensation shall be at a rate established by the Borough but within the salary range set forth in this Agreement. Compensation for a transferred employee shall be established by the Borough but shall not be less than the prior compensation paid to the transferred employee.

Section 3. The Borough shall first consider the transfer of a permanent full time employee, permanent part time employees or the hiring of a borough resident, in that order, to fill vacancies, if it is practicable and in the best interest of the Borough and if the considered employee or resident is qualified to fill the vacancy. Seniority of permanent employees (full time, then part time) shall also be considered. Notwithstanding the above considerations, the Borough shall not be restricted in its hiring practices and the decision as to how a vacancy is filled is in the non-reviewable discretion of the Governing Body.

Section 4. Nothing in this Agreement shall prevent the Borough from temporarily assigning to any vacancy any person of the Borough's choosing pending the selection of a permanent employee for the position. The Borough agrees not to hire any temporary employee to fill a vacancy of a position covered by this Agreement for a period of more than 90 days.

Section 5. All probationary employees and all temporary employees may be required to undergo medical examinations and may be subject to investigation for fitness to perform duties as deemed necessary in the sole discretion of the Borough.

ARTICLE 13. HEALTH INSURANCE BENEFITS

Section 1. The Borough will provide each full time permanent employee covered by this Agreement with medical coverage under the New Jersey State Health Benefits Plan (NJSHBP) with built in Prescription Plan. Each eligible employee may elect any

coverage offered by the NJSHBP. In the event the Borough, in its sole discretion, elects to change providers, the Borough shall provide eligible employees with coverage substantially similar to that provided by the NJSHBP New Jersey Plus.

Section 2. The Borough shall pay only single coverage premiums, for employees hired on or after the date this Agreement is effective, for a period equal to the first year of the employees' employment. During said period, the employee may elect spousal, family or child coverage and the premium for said coverage shall be deducted from the employees pay.

Section 3. Employees who retire from the Borough after 25 years of service to the Borough, or who retire on permanent disability as defined by N.J.S.A. 40A:10-23, shall receive medical coverage as then currently provided to members of the Union. Retirees shall integrate medical coverage with Federal Medicare coverage as soon as available.

Section 4. The Borough shall continue to provide each permanent full time employee covered by this Agreement with dental insurance. The current plan is the Delta Dental Insurance Plan. The Borough may, in its sole discretion, change plans and provide to the eligible employees substantially similar coverage.

Section 5. All part time employees shall be entitled to purchase medical and dental insurance as provided by the Borough to permanent full time employees at the premium rate charged to the Borough, subject to the approval of and pursuant to the regulations of the NJSHBP. The employee may elect this coverage by way of a Section 125 Plan. All premiums for any elected coverage shall be deducted from the part time employee's pay. Any shortfall after deduction shall be paid to the Borough by the employee.

Section 6. If any employee is covered by a health insurance policy other than the coverage afforded the employee by the Borough, the employee, upon presenting adequate proof of said coverage, which shall be presented at least once yearly or anytime at the request of the Borough, may elect to waive health benefits or to reduce coverage of benefits (i.e. family to single) and, in either case, shall be entitled to receive a stipend of 33% of the savings to the Borough for each month during which the employee has waived or reduced coverage. Said stipend shall be paid in equal quarterly payments for each month during which the employee has waived or reduced coverage. A reduction shall be established based upon the coverage in effect on January 1, 2006 and, thereafter, based upon any new rates established by premium rate changes during the term of the agreement, or on the date of hire for employees hired after January 1, 2006, then reverting to the same procedure as set forth above after the initial premium year.

ARTICLE 14. ACCIDENTS AND SAFETY

Section 1. All accidents occurring while on the job must be reported as soon as possible to the Borough Administrator or Designee. All accidents shall be reported to the appropriate insurance carrier within the time prescribed by the insurance policy. The accident report form shall be prepared by the employee's Department Head. Non accident claims are not included in this provision.

Section 2. The Borough police department shall be called to the scene of any and all accidents involving a Borough vehicle, If an accident occurs outside of the Borough, the employee shall call the police department of the jurisdiction in which the accident

occurred and/or the New Jersey State Police. The employee must further comply with all State motor vehicle laws.

ARTICLE 15. CLOTHING ALLOWANCE

Section 1. Each full time employee shall receive a clothing allowance on June 1 in the amount of \$200.00 for 2006, \$275.00 for 2007, \$350.00 for 2008, and **\$425 for 2009, in addition to clothing provided by the borough**, which clothing shall consist of 11 shirts, 11 pairs of pants and 2 jackets. Part time employees, if any, shall receive an amount equal to a percentage determined by the number of part time hours as the numerator and 40 as the denominator times the fill time allowance.

Section 2. Each employee shall wear a suitable uniform including work shoes, work pants, work shirts and protective outer ware at all times. Mechanics shall wear blue shirts and pants; all other employees shall wear green shirts and pants. If an employee reports to work without the required clothing, the employee shall be relieved of work and shall be required to return suitably clothed and shall be docked one half days pay. Clothing worn during working hours shall be neat, clean and free from holes and tears. Outer wear shall be the same color as the uniform and follow the applicable rules herein.

Section 3. Safety equipment shall not be charged against the clothing allowance.

Section 4. A voucher system shall be utilized for the clothing allowance. The allowance shall be paid in a lump sum. Employees may spend the allowance at a store of their choosing.

ARTICLE 16. GRIEVANCES

Section 1. A grievance is defined as any complaint of any employee regarding wages, hours of work or other conditions of employment addressed in this Agreement

Section 2. The following procedure is to be followed for all grievances.

- a. The grievance must be reported to the Superintendent by the aggrieved employee within three working days after the matter to be grieved occurred.
- b. The Superintendent shall discuss the grievance with the aggrieved employee or the employee's representative within five working days after receipt of notice of the grievance by the Superintendent.
- c. Within five working days after the Superintendent has heard the grievance, the grieving employee may file a written description of the matter being grieved with the Borough Administrator. The Borough Administrator shall hear the aggrieved employee or the employee's representative within five working days after receipt of the written notice by the Borough Administrator. The Borough Administrator shall render a written decision within five working days after the hearing.

d. Within five working days after the written decision is rendered by the Borough Administrator, the grieving employee or the employee's representative may file a written grievance with the office of the Borough Clerk directed to the Governing Body. The Governing Body shall render a decision or hear the grieving employee within thirty working days after the notice is received by the Borough Clerk. If the grievance is heard, the grieving employee may be accompanied by a Union representative or an attorney or both. The Governing Body shall render a written decision on the grievance within thirty working days after the date of the hearing.

e. The written decision of the Governing Body shall be final and binding, except that within fifteen days after receipt of the decision, the Union may request arbitration of the decision. The arbitrators shall be selected mutually by the Borough and the employee pursuant to the procedures established by the State of New Jersey Public Relations Employment Commission.

f. The arbitrator shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement. Arbitration shall be binding on the parties.

Section 3. It is expressly agreed between the parties that matters involving promotions and hiring are managerial prerogatives and are not subject to grievance or binding arbitration.

Section 4. The Shop Steward shall not be required to use personal leave benefits for PERC hearings in which the Union prevails, subject to the limitation that this provision covers only one Shop Steward.

ARTICLE 17. MISCELLANEOUS

Section 1. Personnel files shall be kept in the Borough Administrator's office for all employees and shall contain pertinent information including, but not limited to, the following; application for employment, tax information, pension information, commendation letters and information related to disciplinary matters. The employee may examine their personnel file upon request to the Borough Administrator and under proper supervision within a reasonable time. No derogatory document shall be placed in a personnel file without the employee being given a copy of the document.

Section 2. No agreement relating to the terms and conditions of this Agreement or any amendment or modification of this Agreement shall be binding on any of the parties hereto unless such agreement, amendment or modification is made in writing and executed by the parties, except as may be otherwise provided by law or a Court of competent jurisdiction in the State of New Jersey.

Section 3. The parties agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality sex or Union membership.

Section 4. The parties agree that the provisions of N.J.S.A. 34:13A-5.3 shall govern all other working conditions and benefits.

Section 5. The Borough shall provide a copy of this Agreement to each employee covered by same.

ARTICLE 18. JOB POSTING

Section 1. The Borough agrees to post job vacancies, stating classifications, for a minimum of five days.

Section 2. The Union representative will be notified of all permanent vacancies or promotions for full time positions incorporated in this Agreement and the posting will be provided on the employee's bulletin board for a minimum of five days.

Section 3. The Borough agrees to grant interviews to all unit members submitting applications for vacancies and promotions within the unit. Employees who interview will receive a written response to the status of the position.

Section 4. The hiring policy and preference policy are set forth in ARTICLE 12 of this Agreement.

ARTICLE 19. SENIORITY

Section 1. The Borough shall establish and maintain a seniority list for full time employees and a separate list for part time employees, if any. The list shall contain the names and dates of employment from the date of last hire in the Department of Public Works. The employee with the longest length of continuous and uninterrupted service shall be placed at the top of the list. The list shall then provide for each employee to be listed in turn by the same criterion.

Section 2. Department seniority, by list, shall prevail. In the event of a temporary absence or shortage of personnel, the Borough shall make every effort to fill the short position as follows:

- a. The Borough shall select from the same classification, an employee with the least seniority available.
- b. If no replacement is available in the same time classification, the Borough will fill the vacancy with the least senior employee available in the Department.
- c. It is expressly understood that this Article shall not apply to overtime selection.

ARTICLE 20. UNION RIGHTS

Section 1. The Borough shall provide a bulletin board for the use of the Union in a place that is accessible to all covered employees, This bulletin board may be used to post official Borough communications.

Section 2. The Union shall be represented by a Steward and an Assistant Steward. The Stewards shall be chosen in any manner the Union may designate, if lawful. The union will notify the Borough in writing of the names of the Steward and Assistant Steward.

Section 3. The Stewards may, during working hours, without loss of time or pay, with the permission of the Department Head or Borough Administrator, investigate, resolve and present grievances to the Borough. Permission must be obtained in advance of the time to be taken. Time spent in this regard must be reasonable and devoted only to the prompt resolution of grievances. The Department head or Borough Administrator shall not unreasonably withhold permission for the Stewards to act under this provision.

Section 4. Union employees who are members of the bargaining committee shall be permitted to attend negotiation meetings conducted with the Borough, and for a period

not to exceed thirty minutes prior to and after such meetings, which are scheduled during working hours without loss of pay. No employee will be given additional compensation for time spent in bargaining sessions outside of the normal workday.

ARTICLE 21. TUITION REIMBURSEMENT

Section 1. Full time employees covered by this agreement shall be entitled to participate in the Borough Tuition Reimbursement Program. Courses taken under this program must be reviewed and approved by the Borough Administrator prior to taking the course for appropriate reimbursement.

IN Witness WHEREOF, the parties hereto have subscribed their hands and seals at the Borough of Bloomingdale, County of Passaic and State of New Jersey this day of March , 2006

BOROUGH OF BLOOMINGDALE

CWA, AFL-CIO, LOCAL 1032

ATTEST:

ATTEST:

UNION OFFICERS: