



Agreement

Between

Borough of Glen Rock

And

Local 169

Amalgamated Northeast Regional Joint Board

UNITE HERE

Jan. 1, 2007 through Dec. 31, 2009

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ARTICLE I

PREAMBLE

This AGREEMENT entered into this 20th day of December, 2007, by and between the BOROUGH OF GLEN ROCK, in the County of Bergen, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough"), and LOCAL 169, AMALGAMATED NORTHEAST REGIONAL JOINT BOARD, UNITE HERE (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE II
RECOGNITION

A. The Borough, pursuant to Public Employment Relations Commission, Docket No. RO-76-87, recognizes the Union as the representative for the purposes of collective negotiations for all full time blue collar employees employed by the Borough, but excluding all other employees, clerical employees, Police Officers, managerial executives, professionals, craftsmen, confidential employees and supervisory employees within the meaning of the Act, and all other employees of the Borough of Glen Rock.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE III

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct the Union monthly membership dues from the salaries of those employees covered by this Agreement who individually request in writing that such deductions be made. Such deductions shall be made in accordance with chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(c), as amended. Said monies shall be transmitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the fifteenth day of each month of the succeeding month after the deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough Administrator written notice sixty (60) days prior to the effective date of said change, and shall furnish to the Borough Administrator new authorizations from its membership showing the authorized deduction for each employee.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed form to the Borough Administrator. 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.

D. Agency Shop

In accordance with N.J. Statute which permits negotiated settlement for the withholding of union dues from non-union employees of the bargaining group, the Borough hereby agrees to withhold from non-union employees 85% of the current monthly dues being withheld for union members of the same bargaining group.

E. Prescription Health Plan

In accordance with provisions outlined in Article XXV of the contract, eligible employees of the Public Works Department who enroll as members of the Workers Prescription Health Plan agree to have the Borough deduct from their pay on a bi-weekly basis, that amount necessary to cover the monthly charges assessed and payable by the Borough. The Borough shall be responsible for administering the plan on behalf of the enrolled employees, through payroll deductions; however, the Borough shall not assume any costs associated with the plan benefits.

F. Dental Plan - Contributory

In accordance with provisions outlined in Article XXVI of the contract, eligible employees of the Department of Public Works who enroll in the dental plan, agree to have the Borough deduct, for individuals, an amount equal to 15% of the monthly premium cost from their pay on a bi-weekly basis, to help offset the Borough's share of expenses in funding the plan.

For those with dependent coverage a deduction of \$45.00 per month will begin on January 1, 2007 and continue for the duration of the agreement.

ARTICLE IV
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A or any other National, State, County or Local Laws or Ordinances.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement and of those policies, agreements or administrative decisions which affect the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Borough.

C. Steps of the Grievance Procedure

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

Article V

Grievance Procedure continued:

Step One:

(a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Borough shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Director of Public Works, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Director of the Department of Public Works shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached and involves an alleged violation of this Agreement only, the employee or the Union shall, in writing and signed, file his grievance with the Borough Administrator within five (5) days following the determination at Step One.

(b) The Borough Administrator shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (10) working days, the grievance shall be referred to the Public Employment Relations

Commission for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(b) The arbitrator shall be bound by the provisions of this 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. The decision of the arbitrator shall be in writing with reasons therefore.

(c) The cost of the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses including but not limited to the presentation of witnesses shall be paid by the party incurring same.

(d) However, no arbitration hearing shall be held sooner than thirty (30) days after the final decision of the Borough Administrator. In the event the aggrieved elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Union shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the Borough elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be cancelled and the matter withdrawn from arbitration and the Borough shall pay whatever costs may have been incurred in processing the case to arbitration.

D. Miscellaneous Provisions

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

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

3. Union stewards will be allowed the necessary time off to investigate and process grievances and attend grievance meetings, including arbitration proceedings, without loss of pay.

ARTICLE VI

UNION BULLETIN BOARD

A. The Borough will supply and maintain a bulletin board specifically marked for Union notices, upon which the Union may post notices of Union meetings and activities which have been signed by the Shop Chairman of the Local Union. In no event, however, shall any material which is deemed by the Director of Public Works to be detrimental to the good order of the Department be posted on the bulletin board.

B. Stand-By Criteria shall be posted on the Union bulletin board.

C. The bulletin board shall be sufficiently lit.

ARTICLE VII

SAFETY

A. The Borough agrees to provide a safe and healthy working environment for its employees in conformance with all local, state and federal safety laws.

B. It is in the best interests of the Borough of Glen Rock and the Union to insure that all work areas and operations are safe and that employees wear the safety gear that is provided. This includes, but is not limited to; safety vests when working in streets or other areas in conflict with traffic, eye and ear protection when operating leaf blowers, weed whackers or other potentially dangerous noisy equipment, hard hats, gloves, and shields when operating chain saws, and gloves and proper footwear when cleaning equipment or picking up garbage or recycling.

If a foreman, supervisor or other authorized Borough official notices a crew working without proper safety equipment, the crew in question will be reminded to wear the safety gear required with that operation. If an employee fails to wear required safety equipment for the second time, then the disciplinary procedures mentioned in the contract may be used by management to compel the wearing of safety equipment in the future. The Borough will also supply hip waders, on an as needed basis, to Municipal Services Division employees only.

ARTICLE VIII

JURY DUTY PAY

A. Employees called for jury duty shall be granted leave with pay less any compensation they may receive for attending said court proceedings.

ARTICLE IX

SENIORITY

A. Seniority is defined as the length of continuous service with the Borough. An employee's continuous service shall be broken for the following reasons:

1. Quitting voluntarily
 2. Discharge for just cause
 3. Retirement
 4. Failure to return to work after being recalled from a layoff within one (1) week after being notified by certified mail to return to work, a copy of said letter being furnished to the Union
 5. Failure to return to work after the expiration of a leave of absence; without good cause.
- B. An employee on sick leave status shall continue to maintain and accumulate seniority.
- C. The Borough agrees to furnish the Union with a current seniority list every six (6) months.

D. Temporary Assignment to Foreman - On occasion where crew Foreman is absent from the job (a vacation, sick leave, personal day, etc.), the next senior employee working on that crew will assume all the responsibilities and authority of the absent foreman. Temporary pay treatment will be at the current Foreman rate of pay and will continue for the duration of the temporary assignment. In the case of one Foreman replacing another in a crew assignment, the rate of pay will remain the same. This section (D) pertains only to the Municipal Services Division of the Department of the Department of Public Works.

E. There will be four (4) full time foremen in the Municipal Service Division.

ARTICLE X

NO STRIKE CLAUSE

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

B. The instant Bargaining Unit Employees covenant and agree that they will not cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Borough.

C. The UNION agrees that it will not authorize any strike during the life of this Agreement. It is understood and agreed, however, that any strike not expressly authorized or ratified in writing by the General President of the Union shall be deemed for all purposes an unauthorized strike for which there shall be no liability on the part of the Union, its Local Unions, or Joint Boards. The union will actively discourage any of its members or persons acting in their behalf or other employees from taking part in any strike, slowdown, walkout or job action with the normal operations of the Borough and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union, its members, other persons acting on its behalf or other employees.

ARTICLE XI

CONDOLENCE PAY

A. The Borough agrees that an employee who suffers a death of his spouse, child or surviving parent shall be granted five (5) consecutive days off without loss of regular pay, including the day of funeral. An employee who suffers the loss of other members of his immediate family shall be granted three (3) consecutive days off without loss of regular pay. Immediate family shall be defined as the employee's relatives consisting of mother, father, brothers, sisters, and spouse's relatives consisting of spouse, children, mother, father, brothers, sisters, grandparents, grandchildren; or any other relative of employee and spouse that has been living under the same roof of the employee.

B. The Borough also agrees to grant one day off with pay to an employee in the case where there is a death of any aunt or uncle.

ARTICLE XII

WAGES AND RATES OF PAY

A. All Employees in the Municipal Services Department shall be paid on an hourly basis pursuant to the Appendix A.

B. In addition to their regular wages, every employee in the bargaining unit shall be paid longevity pay, reimbursed quarterly according to the following schedule:

After 4 years	-	2%
After 8 years	-	4%
After 12 years	-	6%
After 16 years	-	8%
After 20 years	-	10%
After 24 years	-	12%

Employees hired after January 1, 1977 shall not be qualified at any time for longevity payments.

D. In the event of temporary transfer to a lower paying classification, the employee shall suffer no loss in pay.

E. An employee assigned the duty of tree climbing shall be paid at the rate of \$39.25 per hour.

F. This clause applies to employees who have at least five (5) years of service with the Glen Rock Department of Public works. When an employee is approved for transfer between one division and another, he will start at 90% of the negotiated salary for the first 90 days, then move to 95% of the negotiated salary for the next 90 days. Full Salary at 100% can be achieved after 180 days upon successful probation and approval of the Director of public Works. For example, if a

loader in Sanitation is approved for transfer to a laborer in Municipal Services, he will start at 90% of a laborers salary for 90 days, then after satisfactory performance move to 95% of a laborer=s salary for the next 90 days, and can achieve 100% of a laborers salary after 180 days and satisfactory performance and approval of the Director of Public Works.

G. Beginning 1/1/01 DPW personnel working on line painting will receive 10% shift differential when shift begins prior to regular working hours to a maximum of \$500.00 extra per man per year.

H. Beginning 1/1/01 DPW personnel operating the street sweeper will receive 10% shift differential when shift begins at 4 a.m.

I. For each year of the contract, employee shall receive a 4% increase retroactive to January 1, 2007.

ARTICLE XIII
VACATIONS

A. The following vacation schedule shall be in effect:

<u>Years of service</u>		<u>Days Vacation (Work days)</u>
1 - 5	-	10
6	-	11
7	-	12
8	-	13
9	-	14
10 - 14	-	15
15 - 18	-	20
19 - 20	-	21
21	-	22
22 - 23	-	23
24	-	24
25 - 26	-	25
27 - 28	-	26
29	-	27
30	-	28

B. Vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

C. If a holiday occurs during the work week in which vacation is taken by an employee, the holiday shall not be charged to his vacation leave.

Article XIII

D. An employee who becomes hospitalized during his vacation will not be charged vacation leave for his period of hospitalization provided he furnished a doctor's excuse to the Borough.

E. Any employee separated from the service of the Borough for any reason prior to taking his vacation, shall be compensated for the unused vacation leave he has accumulated up to the time of separation.

F. The existing vacation program shall remain in effect until the program set forth in Section A becomes operative, and the vacation period shall run from January 1st to December 31st of each calendar year. An employee shall be entitled to advance to the next step of the vacation program upon the achievement of his anniversary date of employment.

G. Employees who have not had the opportunity to use all their vacation time in a given year may carry over no greater than one (1) week earned vacation time. Vacation carry over shall be used between January 1 and Feb. 28th of each year.

H. Employees may submit their requests for vacation time off one year prior to their vacation. Seniority will control only for the vacation period of January 1 through April 1 of any given year. Thereafter, vacation time off will be granted on first come-first served basis. Once vacation time is submitted and approved, the vacation time must be taken by the employee.

I. Up to two (2) employees in each division may be allowed to take their vacations at the same time from January 1 to May 31 and from September 1 to December 31. From June 1 to August 30, up to three (3) employees in each division may be allowed to take their vacations at the same time.

ARTICLE XIV

CALL TIME

- A. A minimum of two (2) hours of pay, at the rate of one and one-half (1 1/2) times his regular rate of pay shall be paid to each employee who is called in for emergency work, including snow removal, at other than his regular shift. This shall be paid in addition to stand-by pay.
- B. The stand-by crew shall consist of two (2) men.
- C. Each Municipal Services Division employee will be provided a Beeper Pager leased or owned by the Borough of Glen Rock. This pager will be in use by the employee during his regular tour of duty as well as emergency duty and Stand-By assignments. If lost or damaged (outside of work related activity), the employee is responsible to pay for the current cost of replacement.
- D. Effective upon the signing of this contract, employees within the Municipal Services Department who are scheduled for stand-by time duty and are available for such duty, will be paid twelve (12) hours at regular pay per week; however, when a scheduled holiday occurs during a Monday to Friday work week, the employees on call will receive an extra hour for the week.
- E. The Borough agrees to provide portable radios for use in three (3) sanitation trucks.

ARTICLE XV

HOLIDAYS AND PERSONAL DAY

A. Effective immediately the following (13) days are hereby designated as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Presidents Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day After Thanksgiving Day
13. Christmas

B. If a designated holiday falls on a Sunday, it shall be observed on the following Monday, and if a designated holiday falls on a Saturday, said holiday shall be observed on the preceding Friday.

C. Commencing January 1, 1998, each employee will be entitled to one (1) personal day per year, non-accumulative. This day will be granted without specific reason under the following criteria:

1. No more than (2) employees in the Division (Municipal Services or Solid Waste) have approval for the same day being requested.

ARTICLE XV

Holidays and Personal Day Continued:

2. No emergency condition exists (e.g. snow storm, major wind or ice damage, etc) whereby all available employees are required to work their scheduled tours.
3. The Borough agrees to guarantee minimum of four (4) Saturday trash pick-ups for 2008 and 2009. Thereafter, this guarantee will sunset, and the determination of the number of Saturday trash pick-ups will revert to management's discretion.
4. Where there are (3) employees in the Division with prior approval for the same day off and a request is made by a 4th employee for that specific day, Management will consider the nature of the request and grant or deny the request accordingly.

D. Bonus Personal Day - Each employee shall be entitled to a second personal day per year, non-accumulative, provided by November 1st of that year he has used five or less sick days during January through October of that year. Should the employee earn and use the bonus personal day by November 1st, but then exceeds the maximum 5 sick days in November or December of that year, he shall lose a personal day the following year. The same guidelines as stated in paragraph C will govern Management in granting the employees requested date for use of this day.

The Bonus Personal Day will be extended for use, between November 1st and February 28th.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

A. The Borough reserves the right to take disciplinary action for just cause. In the event of any disciplinary action taken against an employee, the Borough agrees to simultaneously furnish a copy of said discipline to the Local Shop Chairman.

B. An employee may appeal a suspension or discharge beginning at Step Two of the Grievance Procedure.

C. The Borough is free to evaluate members of the bargaining unit, however, the evaluation shall not be the basis of discipline or discharge.

D. Employees will have the right of response to any personnel evaluations conducted by management. Such response shall be placed in the employee's personnel folder.

E. An employee who feels that his evaluation is inaccurate may choose to grieve his evaluation.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

A. Department of Municipal Services

1. The hours of work shall be eight (8) continuous hours per day and forty (40) hours per week. The work week shall be Monday through Friday.
2. The work week shall normally commence on Monday morning at 7:00, (except Sweeper and Stripe Crews occasionally), and shall end at 3:30 p.m. on Friday.
3. It is agreed that all employees shall be granted two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period each day.
4. Employees shall punch in/punch out for lunch breaks. Employees shall have 15 minutes wash up time prior to the lunch break and at the end of each workday.
5. Overtime shall be equalized within the Department where practicable.
6. One and one-half (1 1/2) times the employee's hourly rate of pay shall be paid for:
 - a. Any hours worked in excess of eight (8) hours in any one (1) work day.
 - b. Any hours worked in excess of forty (40) hours in any one (1) work week.
 - c. Any hours worked on Saturday.
7. For any hours worked on Sunday, employees shall be paid at two (2) times their hourly rate of pay.
8. There shall be no pyramiding of overtime pay.
9. Holidays worked will be paid double time in addition to a regular day's wages.

ARTICLE XVII

Hours Of Work And Overtime continued:

10. It shall be the policy of the Borough that Municipal Services Employees shall not be required to perform the duties of the Solid Waste Division with only the following exception:

On the day of curbside pick up of plastic and paper products, up to five (5) Municipal Services Employees (volunteer) can be used to assist in this work. When performing this work, the Municipal Services employees will be considered to be on the incentive pay basis and will be released upon completion of their work and receive a full (8) hours day/pay compensation.

11. Employees shall have the option of taking compensatory time in lieu of Accrued overtime pay. Such compensatory time must be used within a ninety (90) day period. In case of emergency, the Director of Public Works shall extend the time within which comp time can be taken. Compensatory time off shall not be granted during the emergency. In case of emergency the compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied. The decision to take compensatory time off in lieu of paid time is irrevocable by the employee.

If in the event of emergency situations where an employee is mandated to report for work, and the employee who is scheduled for a compensatory day off but is required to work, the compensatory day will be rescheduled.

B. Department of Solid Waste

1. Employees shall work until they have completed their regular work.
2. The work week shall commence on Monday morning at 7:00 a.m. and the incentive system shall be maintained.

3. One and One-half (1 ½) times the employee's hourly rate of pay shall be paid for:

- a. Any hours worked in excess of eight (8) hours in any one (2) work day.
 - b. Any hours worked in excess of forty (40) hours in any one (1) work week.
 - c. Any hours worked on Saturday.
4. For any hours worked on Sunday, employees shall be paid two (2) times their hourly rate of pay.
5. For Solid Waste employees, whenever the term "hourly rate of pay" is utilized in this Agreement, it shall be construed to mean the regular per diem rate divided by eight (8).
6. Overtime shall be equalized within the Department where practicable.
7. There shall be no pyramiding of overtime pay.
8. Holidays worked will be paid double time in addition to a regular day's wages with the following exception:

Beginning in 1996 and inclusive of 1997, employees will be paid at time and one half in addition to a regular day's wages for work on the following holidays:

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Labor Day

Columbus Day

Veteran's Day

Beginning in 2007, the Day After Thanksgiving will be paid at

double time.

9. In the event of snow days or other similar types of emergency conditions which prevent the Solid Waste employees from performing their regular-scheduled duties, and said employees report for regular duty that day, those employees shall be paid the regular days wages.

10. When snow conditions require the Borough to hire additional labor for plowing or shoveling (not for equipment rental) DPW will first ask sanitation employees to work before subcontractors are called.

11. For both Municipal Service and Solid Waste divisions, the Borough has the option of instituting summer hours per prior practice. One week prior to start of summer hours the appropriate change of hours shall be posted on the Union Bulletin Board.

12. One hour of overtime will be paid for special pick-ups in the Solid Waste Division.

13. Employees shall have the option of taking compensatory time in lieu of accrued overtime pay. Such compensatory time must be used within a ninety (90) day period. In case of emergency, the Director of Public Works shall extend the time within which comp time can be taken. Compensatory time off shall not be granted during the emergency. In case of emergency the compensatory time shall be used within the subsequent ninety (90) day period. Compensatory time off shall not be unreasonably denied.

14. If in the event of emergency situations, where an employee is mandated to report for work, an employee who is scheduled for a compensatory day off [but] is required to work the compensatory day will be rescheduled .

15. In the event the next senior person substitutes for a driver during the time spent for the dumping of the sanitation trucks, said individual will receive driver=s pay for this

period of time.

C. RECYCLING

1. The hours of work shall be eight (8) continuous hours per day and forty (40) hours per week. The work week shall be Monday through Friday.
2. The work week shall normally commence on Monday morning at 7:00 a.m. and end at 3:30 p.m. on Friday.
3. It is agreed that all full-time employees shall be granted two (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period each day.
4. Employees shall have 15 minutes paid wash up time at the end of each workday.
5. Overtime shall be equalized within the Department where practicable.
6. Employees will be paid time and one half for all hours worked over 8 hours in one day or any hours worked in excess of 40 hours in one week.
7. If an employee has worked forty hours or more during a week and is required to work on a Sunday of that same week he will be paid at double time.
8. There shall be no pyramiding of overtime pay.
9. Holidays worked will be paid double time in addition to a regular day's wages.
10. It shall be the policy of the Borough that Recycling Employees shall not be required to perform the duties of the Solid Waste Division with only the following exception:

On the day of curbside pick up of plastic and paper products, Recycling Employees can be used to assist in this work but are not required to pick up rear yard household trash.
11. Employees shall have the option of taking compensatory time in lieu of accrued overtime pay. Such compensatory time must be used within a ninety (90) day period. In case of emergency, the Director of Public Works shall extend the time within which comp time can be taken. Compensatory time off shall not be granted during the emergency. In case of emergency

the compensatory time shall be used within the subsequent ninety (90) day period .

Compensatory time off shall not be unreasonably denied. The decision to take compensatory time off in lieu of paid time is irrevocable by the employee.

12. The Borough has the option of instituting summer hours per prior practice. One week prior to start of summer hours the appropriate change of hours shall be posted on the Union Bulletin Board.

13. If in the event of emergency situations, where an employee is mandated to report for work, an employee who is scheduled for a compensatory day off is required to work the compensatory day will be rescheduled.

14. In the event of snow days or other similar types of emergency conditions the Recycling Division will receive the same consideration with regard to hours to be worked as the Municipal Service Division employees.

ARTICLE XVIII

SICK LEAVE

A. Employees shall continue to accumulate twenty (20) sick days per year with a maximum accumulation of one hundred and twenty (120) days, pursuant to the provisions of the present Ordinance #763 Chapter 5.

B. At an employee's normal retirement, he shall receive fifty (50) per cent of his unused sick leave at his regular rate of pay.

C. Reporting of Absence on Sick Leave:

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified each day within thirty (30) minutes of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

2. Failure to so notify his supervisor may be cause of a denial of the use of sick leave for that absence and constitute cause for disciplinary action.

D. Verification of Sick Leave:

1. An employee who has been absent on sick leave for two (2) or more consecutive days may be required to submit acceptable medical evidence substantiating the illness. If an employee has accumulated one hundred twenty (120) days of sick leave, he may be absent for three (3) or more consecutive days before being required to submit acceptable needed evidence substantiating the illness.

2. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

E. Sick Bank

Employees, from their date of hire, will be provided with an enhanced sick bank upon their 18th anniversary of employment with the Borough and each year thereafter. The sick bank will include all sick time accumulated from year to year since said member=s first date of employment, but not to exceed 240 days of earned sick days.

Sick days will only be deducted from these accumulated days in those instances where a member exceeds the allotted 20 sick days in any given calendar year. However, no sick leave accumulated under this section is intended to increase compensation due upon retirement set forth in section B of this Article.

F. An employee may donate up to 5 days of vacation to a fellow Department worker who has depleted his sick time due to illness.

ARTICLE XIX

LAYOFFS AND RECALL

A. In the event the Borough deems a layoff to be necessary said layoffs will be made in the inverse order of seniority with the least senior employee of the Borough the first to be laid off.

B. Recalls shall be made in the reverse order of Section A.: and in addition, no new employees may be hired by the Borough until all laid off employees have been recalled.

C. There shall be no layoffs for economic reasons. This shall not preclude the employer from taking any appropriate disciplinary action.

D. Any layoffs and/or subsequent recalls shall take place in strict accord with statutory requirements only.

E. In the event the Borough exercises its management right to privatize bargaining unit work, it will provide the union with 60 days' notice of said intention at the time of bid openings. Within 30 days of bid openings, the union will have an opportunity to consult with and provide input to the administration and governing body. The union will also be given the opportunity to review bid specifications.

Should the Borough decide to subcontract or privatize bargaining unit work, it will negotiate with the union over issues of severance pay and COBRA benefits for displaced employees.

Displaced employees will be given the choice of bumping into another bargaining unit position for which they are qualified, based on seniority, or of being laid-off.

ARTICLE XX

LEAVES OF ABSENCE

A. It is mutually understood and agreed by the Borough and the Union that unpaid leaves of absence, upon expiration of accumulated sick leave, may be granted upon application for reasons of sickness or disability in the discretion of the Borough which shall not be grievable. It is further understood that during such leaves of absence seniority shall be maintained and accumulated.

B. Employees of the Borough shall have the right to make application for unpaid leave of absence in pursuit of personal cause for a period not to exceed ninety (90) days. Said leaves will be granted by the Borough in its discretion which shall not be grievable, and seniority shall be maintained and accumulated.

C. Any employee entering the military service shall be required to obtain a written unpaid leave of absence. It is agreed that the seniority rights of any employee who volunteers or is drafted into the United States Armed Forces, or is commandeered by the Government into some other industry shall be maintained and said employee shall be returned to this former position within thirty (30) days after his discharge.

D. One (1) elected delegate shall be granted up to ten (10) days unpaid leave to attend a Union convention.

E. Records shall be kept on all leaves of absence granted by the Borough and shall be made available to the Union.

ARTICLE XXI

VACANCIES AND NEWLY CREATED JOBS

A. All vacancies and newly created jobs shall be posted for a period of two (2) weeks on the Union Bulletin Board to give employees opportunity to make application for said job to be considered by Borough.

B. Such vacancies and newly created jobs shall be filled by the Borough and ability to perform and seniority shall be the factors in the decision in order of priority for the filling of said position.

C. An employee transferred to a newly created job or to fill a vacancy pursuant to Sections A. and B. shall, prior to the completion of thirty (30) calendar days on the new job, have the right to return to his former job and the Borough shall have the right to transfer him back to his old job within said thirty (30) days.

D. The Borough shall have the right to set the wage rates for al newly created jobs subject to negotiation with the Union. The Borough shall provide the Union two (2) weeks notice of the creation of the position during which time negotiations will commence concerning the job rate. The Borough may fill the position after two (2) weeks notice and upon eventual agreement, all conditions which are agreed upon shall be retroactive to the date the position was filled.

ARTICLE XXI

Vacancies and Newly Created Jobs continued

E. A solid waste employee may apply for an open position in the Municipal Services; however, factors such as qualifications and ability to perform the job at that position shall be the determining factors in making the appointment. Seniority shall not be criteria.

F. At times the Department is required to use temporary assistant in order to help the mechanics. In the event temporaries are employed from the Department=s staff the temporary employee(s) will be paid for their time working as a temporary assistant mechanic at the assistant mechanic pay rate.

G. For DPW activities only:

Whenever a stipend is offered to any Borough employee that stipend will be posted as if it were a new job posting and subject to the conditions set forth in Art. XXI Sec. A.

H. The Union will receive notice of all borough wide posted stipends.

ARTICLE XXII

UNIFORMS AND SHOES

- A. The Borough shall purchase for each employee six (6) uniforms per year, three (3) summer-type pants and shirts and three (3) winter-type pants and shirts. Each employee shall also be provided bi-annually one (1) general weight jacket and one (1) winter-type heavy weight jacket. Employees shall be responsible for the cleaning and repairing of those uniforms and work clothes provided by the Borough.
- B. Effective January 1, 2007 the Borough shall provide \$200.00 for each employee to purchase by voucher from any vendor with whom the Borough has an account, footwear for use in performing their job duties.
- C. The Borough shall purchase and keep cleaned a supply of work coveralls for use by employees when their particular duties require their use in order to keep their regular work uniform free of grease and other forms of unusual soiling.
- D. When requested by the individual employee, uniforms purchased shall be 100% cotton.

ARTICLE XXIII

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin or political affiliation.

ARTICLE XXIV
HEALTH INSURANCE

A. Hospitalization

The Borough will provide the hospitalization and major medical benefit program presently being provided to the Department of Public Works. In addition to the foregoing, the Borough will provide the same hospitalization and major medical coverage received by the full-time members of the Department to members who have retired or who do retire from the Department during the term of this Agreement provided, however, the right of a retired member to such hospitalization and major medical coverage shall be subject to the following:

1. The retired member shall have had twenty-five (25) years of accredited service prior to retirement.

2. In the event the retired member, after retirement, becomes employed by an employer who makes available to him a hospitalization plan, whether contributory or non contributory, the obligation of the Borough to continue to cover such retired member in the Borough's hospitalization program shall cease and he shall not be again eligible for coverage under the Borough's program.

3. Omitted.

4. Upon written request of the Borough, any retired member, from time to time, will supply, under oath such information relative to his employment, if any, and the availability of hospitalization from his employer, as the Borough may reasonably deem necessary as a condition for such retired member's continued participation in the Borough's hospitalization program.

A. The Borough will, as may be required by law or regulation, adopt such resolutions or ordinances necessary to make effective the hospitalization program for retired members.

B. Nothing herein, however, shall be deemed to limit a retired member's rights to hospitalization at the Borough's expense in the event the retirement is due to disability prior to the member having acquired twenty-five (25) years of accredited service.

C. The Borough reserves the right to change carriers, so long as not less coverage is provided.

D. The Borough agrees to continue coverage in the Borough's hospitalization and major medical insurance program for any surviving spouse of a retired member who is not qualified under any federal, state or private medical insurance program. This provision is consistent with the language of Chapter 88, P.L. 1974 as amended by Chapter 436, P.L. 1981.

ARTICLE XXV

PRESCRIPTION HEALTH PLAN

A. The Borough of Glen Rock will become a Participating Employer of the United National Health Plan, and shall remit to the Plan by the tenth of each month for each employee eligible for Plan membership as of the 1st of that month their current monthly rates as established by the Health Plan.

B. In consideration of the Borough's remittance, the Plan shall provide eligible employees with prescription drug benefits.

C. In the event State or Federal government establishes employee health or welfare benefits similar to those provided by the Plan's benefit program, the Employer, the Union and the Plan shall reconsider the Plan program in order to avoid duplication of benefits and contributions.

If Federal law, State statute or a governmental agency requires changes in Plan benefits or if the service benefit organizations (such as Blue Cross, Blue Shield or Group Health Insurance) which may provide benefits under the program institute subscription or premium rate increases, or if upon annual actuarial re-evaluation the costs of other Plan benefits increase, the Employer agrees to pay in addition to the above monthly remittances the applicable increased costs as requested in writing by the Plan.

D. ELIGIBILITY - All full-time active employees in the collective bargaining unit as of the effective date of this agreement shall become eligible, covered Plan members as of that date.

ARTICLE XXV

Prescription Health Plan continued:

1. The effective date of an employee's prescription benefits will be the first of the month after six monthly contributions have been made on his behalf except that those employees enrolled on the initial date of the Borough's participation will be eligible for benefits as of that date. The benefits are to be provided for covered employees on the same basis as they are provided for Unite National Health Plan members.

2. Newly hired employees shall become eligible for Plan membership and coverage the first of the month after 90 days of active employment or, if not an active employee on that day, on the first of the month after they resume active employment.

3. Employees reinstated after layoff, shall resume Plan membership and coverage effective immediately after reinstatement.

4. Employees who cease to be actively employed shall have their Plan membership and coverage terminated at the end of the month in which they are last actively employed, except that:

a. Disabled employees on sick leave shall continue to be eligible employees for whom remittance is payable for 30 days after the month in which they last worked.

5. Eligible dependents shall be an employee's spouse and unmarried dependent children or wards up to 19 years of age.

E. The Borough shall provide the Plan office with information about the employees necessary for administering the benefit program and shall abide by the terms of the Agreement and Declaration of Trust which established the Unite National Health Plan as a jointly administered union-management trust fund.

ARTICLE XXV

Prescription Health Plan continued

The Borough will make available to the Plan or its authorized representative employee information requested for the purposes of determining that employees are being correctly enrolled and covered under the Plan's program.

F. If the Borough is more than thirty days delinquent in a monthly remittance due the Plan, coverage for employees may be discontinued as of the end of the last month paid for and the Borough shall be solely responsible for payment of benefits to employees or heirs that would have been payable under the Plan program if coverage had not been discontinued. In such event, however, the Borough's obligation to pay overdue and current remittance shall continue in accordance with the terms of this Agreement. The Borough shall similarly be responsible for benefits for eligible employees for whom he has failed to remit

In addition to any other remedies available to the Plan or the Union, if the Borough is in default more than thirty days, he shall pay the Plan the greater of \$25.00 or the current IRS penalty rate on the remittance due, for each month such remittance is overdue to compensate the Plan for lost interest and administrative expenses resulting from the delinquency, together with all legal and other fees involved in collection procedures. Further, after a five-day notice to the Borough, the Union shall be permitted to direct employees to discontinue work for the Borough until the default is corrected. This remedy may be exercised by the Union notwithstanding anything in this Agreement to the contrary such as the provisions of the no-strike clause.

ARTICLE XXVI

DENTAL PLAN (CONTRIBUTORY)

A. The Borough of Glen Rock will become a participating employer of the Delta Dental Plan of New Jersey, Inc. a national member of the Delta Dental Plan Association; a not-for-profit service plan.

B. The Borough of Glen Rock reserves the right to change the Dental Plan annually when due to cost analysis, it will save the Borough and the Employee; provided the cost saving does not reduce the service benefits of the existing plan.

C. The dental plan is a contributory plan whereby each employee participant in the plan will share in the premium costs by a payroll deduction. The employee payroll deduction share each year shall be \$45.00 per month for dependent coverage. Individual coverage will continue to be deducted at a rate of 15% of the total monthly premium to be paid by the Borough to the Delta Dental Plan on behalf of the employee.

D. Any employee choosing to participate in the Dental Plan and based upon their individual service need of coverage "Single", "husband and Wife", or "Three Party - Family"; they shall authorize and permit the Borough, through payroll deductions - bi-weekly - to make deductions equal the 15% share of the total monthly premium to be paid by the Borough to the Delta Dental Plan on behalf of the Employee for individual coverage or \$45.00 per month for dependent coverage.

E. The Borough and the Employees shall be governed by the plans policy rules and regulations in all procedural matters relating to enrollment and discharge.

F. Attached is exhibit A. "Current Dental Plan" premium cost schedule. The schedule will be updated from contract to contract and reflect their current premium costs.

ARTICLE XXVII

SUCCESSORS

- A. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX

COMPLETENESS OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXX

WAGE PROGRESSION FOR NEW HIRES

A. New full time hires in the Municipal Services Department will be subject of a two (2) year wage progression prior to reaching top salary for their job classification. Initial salary will be at a minimum of 80% of the current scale. After one (1) year of satisfactory employment, the salary will be increased to 90% of the current scale. After two (2) full years of satisfactory employment, the salary will be increased to 100% of current scale. It will be at the sole option of the Borough to increase the new employee's salary after 6 months of employment to 85% of top scale and after 18 months of employment to 95% of top scale based on his/her performance.

ARTICLE XXXI

PICK UP OF DEAD ANIMALS FROM PUBLIC PROPERTY

As the Public Works Department is responsible for the pick up and disposal of dead animals on public property and right of ways, an employee of Municipal Services will be assigned on a weekly basis to pick up dead animals. A stipend of \$1,820 per year to be divided equally among the workers assigned to dead animal pick-up. For any call-outs or overtime involved, the normal pay treatment will occur according to the current contract.

This assignment will be rotated among four (4) Municipal Services employees (volunteer) on a monthly basis. During their "month" each employee will pick up these dead animals during their normal work day as well as on an out of hours basis as needed.

ARTICLE XXXII

EDUCATION AND TRAINING

Education and training shall be in accord with the Borough=s Employee Handbook.

ARTICLE XXXIII

PENSION

All permanent employees, appointed or elected officials, earning over \$1,500 in a calendar year, must enroll in the New Jersey Public Employees Retirement System. Employees and officials have the option to participate in the supplemental Annuity System.

ARTICLE XXXIV

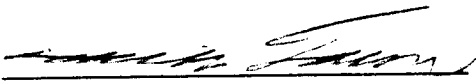
TERM AND RENEWAL


This Agreement shall be in full force and effect as of January 1, 2007 and shall be in effect to and including December 31, 2009. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Glen Rock, New Jersey, on this day of , 2007

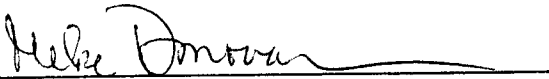
LOCAL 169, AMALGAMATED NORTHEAST
REGIONAL JOINT BOARD JOINT
REGIONAL BOARD, UNITE HERE

BOROUGH OF GLEN ROCK
BERGEN COUNTY, NEW JERSEY

By: 

By: 

Witness:



Witness:



**APPENDIX A
WAGE SCHEDULE**

ROADS	BASE	2007 4.0%	2008 4.0%	2009 4.0%
Foreman	\$28.82	\$29.97	\$31.17	\$32.42
Mechanic	\$30.44	\$31.66	\$32.92	\$34.24
Asst. Mechanic	\$29.28	\$30.45	\$31.67	\$32.94
Leadman	\$27.49	\$28.59	\$29.73	\$30.92
Laborer	\$27.22	\$28.31	\$29.44	\$30.62
<hr/>				
SANITATION				
Driver	\$28.12	\$29.24	\$30.41	\$31.63
Loader	\$25.88	\$26.92	\$27.99	\$29.11
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RECYCLING				
Laborer	\$27.22	\$28.31	\$29.44	\$30.62