

**AGREEMENT  
BY AND BETWEEN  
BOROUGH OF BLOOMINGDALE  
PASSAIC COUNTY, NEW JERSEY  
(BOROUGH)  
AND  
COMMUNICATIONS WORKERS OF AMERICA  
AFLCIO, LOCAL 1032  
WHITE COLLAR UNIT (UNION)  
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019**

**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;
3. Job security subject to good behavior, satisfactory performance and availability of funds; and
4. Compliance with all Federal and State laws, including but not limited to employment Laws.

**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 White Collar Unit and are as follows:

<u>Full Time</u>	<u>Part Time Hourly</u>
Police Dispatcher	Part-Time Police Dispatcher
Deputy Clerk	Crossing Guard
Technical Assistant to Construction Office	Office Assistant to Construction Office
Finance/Tax Office Assistant	Part-Time Animal Control Officer
	Court Clerk

Exclusion: Any person serving in a bargaining unit position who also serves as a Department Head in the Borough is excluded from the bargaining unit.

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 is consistent with the applicable laws. The amounts to be deducted shall be certified to the Borough by the Treasurer for the Union by the 15<sup>th</sup> of the month after the month in which the deductions are made.

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 Borough further reserves 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. 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, 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 file of the employee. Such suggestions should be directed to the Borough Administrator or Full-Time Mayor.

#### 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.

Section 3. Part time employees shall work such schedules as are assigned, which schedules are based on a 24 hour day for hours of operation. Part time employees are those employees scheduled to work fewer than 30 hours per week on a regular basis. Part time employees who elect to work in more than one part time position for the Borough shall be considered full time employees in the event their combined hours of work equal or exceed 30 hours.

Section 4. Full time employees are entitled to receive a one hour unpaid lunch break as same may be scheduled by their Department Head, the Borough Administrator or the Full-Time Mayor which lunch break shall normally be between noon and 2:00 pm, however, said break to begin no sooner than 3 hours nor later than 5 hours from the employee's starting time. The Borough Administrator or the Full-Time Mayor, at his/her sole discretion, or the Department Head may waive the time frame provision. The lunch period for the full time dispatchers shall be as established by the Chief of Police. Part time employees, (excluding part time police dispatchers), shall be entitled to a one hour unpaid lunch break as herein conditioned if scheduled to work seven consecutive hours on any given day.

Section 5. Accurate and complete time and attendance records shall be maintained and certified to the Borough Administrator or Full-Time Mayor by the employee. Every employee shall undertake to devote their full working time to the performance of their job.

## **ARTICLE 5. COMPENSATION**

Section 1. Each employee of the Borough shall receive an annual base salary as set forth herein this Article and illustrated in the salary charts attached hereto.

Section 2. Each employee covered by this Agreement shall receive an annual base salary increase during the term of this Agreement on January 1 of each year as follows:

2016	-	1.5%
2017	-	1.5%
2018	-	1.75%
2019	-	1.75%

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, except that an employee hired in the last quarter of a year shall be eligible for a first increase on January 1 following the year subsequent to hire.

Section 3. Any current employee who has not reached the top step in the step charts provided for by the prior contract for years 2006 through 2019, shall continue to step up annually until they reach the top step. Any employee who is continuing to step up shall also receive the annual increase.

Section 4. A "new employee" of the Borough shall constitute any employee hired by the Borough on or after January 1, 2016. A new full-time employee shall start at the rate listed as step 1 for the year 2010 under the step charts provided for by the prior

hours per week or work on a Saturday; two times the base rate of pay for work on a Sunday; and one and one half times the base rate of pay plus straight time pay for the Holiday, for work on a Borough recognized holiday. Employees shall be precluded from and not be entitled to overtime pay until the employee has worked a full 35 hour work week. Therefore, if an employee utilizes sick leave during a work week, he/she shall not receive overtime pay until he/she has worked 35 hours outside of the sick leave utilized.

Section 4. Part time employees 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. Part time dispatchers shall receive a 15% of base hourly pay shift differential for work on a Sunday. For all borough holidays part time dispatchers shall receive a 25% shift differential in the manner set forth above in lieu of and not in addition to the 15% differential for Sunday work. Said differential shall not be paid for any Sunday or Borough Holiday for which the dispatcher may receive or have received overtime pay during the term of this contract.

Section 5. The Asst. Municipal Court Clerk, the Animal Control Officer, Police Dispatcher, and Matron duties, shall receive a minimum of three hours regular pay when called out.

**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	President's Day	Good Friday
Memorial Day	July 4 <sup>th</sup>	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Day After Thanksgiving	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 week's notice is required when taking a floating holiday, subject to waiver at the sole discretion of the Borough Administrator, Full-Time Mayor or designee, Floating holidays must be taken in full or half day increments only.

Section 4. Permanent part time employees, who work 20 hours or more per week, shall be paid at their regular rate of pay for any Borough Holiday which falls on a regularly scheduled work day, subject to all other provisions of this Article. Part time employees are not entitled to floating holidays in any circumstance. Part time dispatchers shall not receive holiday pay and shall receive the differential pay as set forth above.

Section 5. At the sole discretion of the Borough Administrator, Full-Time Mayor or designee, the Borough will shorten working hours on the day before Christmas and on

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. The Borough shall not unreasonably withhold carry over vacation requests.

## **ARTICLE 10. LEAVES**

Section 1. Leave of Absence Without Pay. Any employee may apply to the Borough Administrator or Full-Time Mayor 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 at the sole discretion of the Borough Administrator or Full-Time Mayor. If leave is granted, the employee shall not lose seniority. Extensions may be granted at the sole discretion of the Borough Administrator or Full-Time Mayor. 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 or Full-Time Mayor. The Borough Administrator or Full-Time Mayor 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 and part 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 day

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

## **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 9. Each eligible full time employee may take 4 of the 10 or 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 and must be requested 48 hours in advance of the 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, Full-Time Mayor 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 employee 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 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 at the sole discretion of the Borough.

## **ARTICLE 13. HEALTH INSURANCE BENEFITS**

Section 1. The Borough will provide each full time permanent employee and retirees at no cost to them covered by this Agreement with the option for medical coverage substantially similar to New Jersey State Health Benefits Plan (NJSHBP) with built in Prescription Plan. Each eligible employee may elect coverage from options offered by the Borough and retirees shall be entitled to the same coverage as offered to Borough employees at any given time. New employees shall not be entitled to medical or

Section 1. The Animal Control Officer shall receive a clothing allowance for uniforms in the amount of \$375.00 which shall be paid by way of payroll. The employee shall wear such uniform as required by the Borough. The provision for uniform cleaning is not retroactive and shall be prospective from the date of contract ratification and shall be prorated for the first year in effect. The provision for clothing allowances shall not be retroactive.

Section 2. The Borough shall provide a pager or cellular telephone to the Animal Control Officer.

Section 3. Uniforms shall be provided to the Police Dispatchers and the Crossing Guards on an as needed basis, at the sole discretion of the Borough, or at the employees' request if approved by the Chief of Police. Uniforms are the property of the Borough and shall be returned to the Borough in the event the employee is no longer employed by the Borough.

## **ARTICLE 16. GRIEVANCES**

Section 1. A grievance is defined as any complaint of an 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 Department Head by the aggrieved employee within five working days after the matter to be grieved occurred.
- B. The Department Head 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 Department Head.
- C. Within ten working days after the Department Head has heard the grievance, the grieving employee may file a written description of the matter being grieved with the Borough Administrator or Full-Time Mayor. The Borough Administrator or Full-Time Mayor shall hear the aggrieved employee or the employee's representative within ten working days after receipt of the written notice by the Borough Administrator or Full-Time Mayor. The Borough Administrator or Full-Time Mayor shall render a written decision within ten working days after the hearing. The Governing Body shall be informed of the decision.
- D. The written decision of the Borough Administrator or Full-Time Mayor 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.
- E. 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.
- F. The cost of the arbitrator shall be borne equally by the Union and the Borough.



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 Unit 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 unit 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 prior permission of the Department Head, Borough Administrator or Full-Time Mayor, 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, Borough Administrator or Full-Time Mayor 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. SENIORITY AND REDUCTION IN FORCE**

Section 1. The Borough shall establish and maintain a seniority list for full time employees and a separate list for part time employees for each position title containing more than one (1) employee. The list shall contain the names and dates of employment from the date of last hire in the Borough for that job title. The employee with the longest length of continuous and uninterrupted service from the date of last hire 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. Layoffs: The necessity for a layoff, the number of employees to be laid off, and the job titles which shall be laid off are all decisions that shall be made in the sole discretion of the Borough.

The Borough shall be required, however, to follow the procedure set forth below:

- A. The Borough shall meet the Union to discuss the impact of the layoff at least thirty (30) days in advance of the effective date.
- B. All employees to be laid off shall be notified, in writing, at least thirty (30) days in advance of the effective date of the layoff.
- C. The Borough shall make layoff decisions in order of seniority within job title. Senior employees who are laid-off shall have the right to bump down to previously held positions if employees occupying those positions have less seniority.

Section 3. Recall from Layoffs: An employee that is laid off may be recalled by the Borough based on the following procedure:

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 7 day of July, 2016.

ATTEST:

CWA, AFL-CIO, LOCAL 1032

BY: Brian Calabro

Dated: 7-8-16

BY: Thomas S. Jones

BY: Brian Calabro

Dated: 7-8-16

BY: Theresa Lauer

BOROUGH OF BLOOMINGDALE

BY: Jane McCarthy  
JANE MCCARTHY, Borough Clerk

BY: Jonathan Dunleavy  
JONATHAN DUNLEAVY, MAYOR

**Deputy Clerk (Hired before Sept. 1, 2013)**

2016	2017	2018	2019
\$71,072.09	\$72,138.17	\$73,400.59	\$74,685.10

**Deputy Clerk (Hired after Dec. 31, 2015)**

2016	2017	2018	2019
\$34,687.00	\$35,207.31	\$35,823.43	\$36,450.34

**Deputy Clerk (Hired from existing Part Time after Dec. 31, 2015)**

2016	2017	2018	2019
\$36,442.00	\$36,988.63	\$37,635.93	\$38,294.56

**Technical Assistant to Construction Office (Hired before Sept. 1, 2013)**

2016	2017	2018	2019
\$71,072.09	\$72,138.17	\$73,400.59	\$74,685.10

**Technical Assistant to Construction Office (Hired after Dec. 31, 2015)**

2016	2017	2018	2019
\$34,687.00	\$35,207.31	\$35,823.43	\$36,450.34

**Technical Assistant to Construction Office (Hired from existing Part Time after Dec. 31, 2015)**

2016	2017	2018	2019
\$36,442.00	\$36,988.63	\$37,635.93	\$38,294.56

**Finance/Tax Office Assistant (Hired before Sept. 1, 2013)**

2016	2017	2018	2019
\$42,264.54	\$42,898.51	\$43,649.23	\$44,413.09
\$46,380.51	\$47,076.21	\$47,900.05	\$48,738.30
\$50,495.42	\$51,252.85	\$52,149.77	\$53,062.39
\$54,611.38	\$55,430.56	\$56,400.59	\$57,387.60
\$58,726.30	\$59,607.19	\$60,650.32	\$61,711.70
\$62,842.25	\$63,784.89	\$64,901.12	\$66,036.89
\$66,957.17	\$67,961.53	\$69,150.86	\$70,361.00
\$71,072.08	\$72,138.16	\$73,400.58	\$74,685.09

**Finance/Tax Office Assistant (Hired after Dec. 31, 2015)**

2016	2017	2018	2019
\$34,687.00	\$35,207.31	\$35,823.43	\$36,450.34

**Finance/Tax Office Assistant (Hired from existing Part Time after Dec. 31, 2015)**

2016	2017	2018	2019
\$36,442.00	\$36,988.63	\$37,635.93	\$38,294.56

**Part Time Police Dispatcher/Crossing Guard/Secretary (Hired before Sept. 1, 2013)**

2016	2017	2018	2019
\$18.03	\$18.30	\$18.62	\$18.94
\$19.01	\$19.30	\$19.63	\$19.98
\$20.01	\$20.31	\$20.66	\$21.02
\$20.99	\$21.31	\$21.68	\$22.06
\$22.97	\$23.31	\$23.72	\$24.14
\$23.95	\$24.31	\$24.74	\$25.17
\$24.95	\$25.32	\$25.77	\$26.22
\$25.93	\$26.32	\$26.78	\$27.25

**Part Time Police Dispatcher/Crossing Guard/Secretary  
(Hired between Sept. 1, 2013 and Dec. 31, 2015)**

2016	2017	2018	2019
\$14.88	\$15.10	\$15.37	\$15.64

**Part Time Police Dispatcher/Crossing Guard/Secretary (Hired after Dec. 31, 2015)**

2016	2017	2018	2019
\$14.44	\$14.66	\$14.92	\$15.18

**Part Time ACO (Hired before Sept. 1, 2013)**

2016	2017	2018	2019
\$17.73	\$18.00	\$18.31	\$18.63
\$18.82	\$19.10	\$19.43	\$19.77
\$19.88	\$20.18	\$20.54	\$20.89
\$20.97	\$21.28	\$21.66	\$22.04
\$22.05	\$22.38	\$22.77	\$23.17
\$23.12	\$23.47	\$23.88	\$24.30
\$24.20	\$24.56	\$24.99	\$25.43
\$25.27	\$25.65	\$26.10	\$26.56

**Part Time ACO (Hired between Sept. 1, 2013 and Dec. 31, 2015)**

2016	2017	2018	2019
\$14.64	\$14.86	\$15.12	\$15.38

**Part Time ACO (Hired after Dec. 31, 2015)**

2016	2017	2018	2019
\$14.21	\$14.42	\$14.68	\$14.93

**Part Time Clerk (Hired after Dec. 31, 2015)**

2016	2017	2018	2019
\$17.39	\$17.65	\$17.96	\$18.27

**ACO (New Hire Before Jan. 1, 2016)**

2016	2017	2018	2019
\$45,069.79	\$45,745.83	\$46,546.38	\$47,360.95

**ACO (Hired from existing Part Time Before Jan. 1, 2016)**

2016	2017	2018	2019
\$47,350.41	\$48,060.67	\$48,901.73	\$49,757.51

**ACO (Hired After Dec. 31, 2015)**

2016	2017	2018	2019
\$43,747.52	\$44,403.73	\$45,180.79	\$45,971.46

**ACO (Hired from existing part Time after Dec. 31, 2015)**

2016	2017	2018	2019
\$45,282.00	\$45,961.23	\$46,765.55	\$47,583.95

**Police Dispatcher (Hired before Jan. 1, 2016)**

2016	2017	2018	2019
\$32,572.88	\$33,061.48	\$33,640.05	\$34,228.75

**Police Dispatcher (Hired after Dec. 31, 2015)**

2016	2017	2018	2019
\$30,094.75	\$30,546.17	\$31,080.73	\$31,624.64

**Police Dispatcher (Transferred from Part Time after Dec. 31, 2015)**

2016	2017	2018	2019
\$31,617.25	\$32,091.51	\$32,653.11	\$33,224.54

**RESOLUTION #2016-2.2  
OF THE GOVERNING BODY  
OF THE BOROUGH OF BLOOMINGDALE**

***AUTHORIZING THE EXECUTION OF THE AGREEMENT  
BY AND BETWEEN THE BOROUGH OF  
BLOOMINGDALE AND COMMUNICATIONS WORKERS  
OF AMERICA AFLCIO, LOCAL 1032, WHITE COLLAR  
UNIT, JANUARY 1, 2016 THROUGH DECEMBER 31, 2019***

**WHEREAS**, the White Collar Unit employees of the Borough of Bloomingdale are represented by the Communications Workers of America, AFLCIO, Local 1032; and

**WHEREAS**, the Borough and the White Collar Unit had in place a Collective Bargaining Agreement for the period, January 1, 2013 through December 31, 2015; and

**WHEREAS**, upon expiration of that Agreement, the Borough and the Union entered into negotiations for a new Collective Bargaining Agreement; and

**WHEREAS**, due to the efforts by the representatives of the Borough and the Union, the parties were able to come to an agreement for a new contract with terms agreeable to both parties; and

**WHEREAS**, the new Collective Bargaining Agreement is for the period, January 1, 2016 through December 31, 2019; and

**WHEREAS**, the Agreement has been presented to, reviewed and was ratified by the members of the White Collar Unit on January 28, 2016; and

**WHEREAS**, the Borough desires to execute the Agreement with the Union.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Bloomingdale, in the County of Passaic and State of New Jersey, that the Mayor and Borough Clerk are hereby authorized and directed to execute the Agreement by and between the

Borough of Bloomingdale and Communications Workers of America, AFLCIO, Local 1032,  
 White Collar Unit, January 1, 2016 through December 31, 2019.

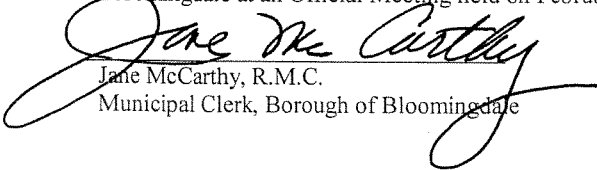
**BE IT FURTHER RESOLVED** that a copy of this Resolution shall be posted at the  
 Borough of Bloomingdale, and a copy thereof delivered to each Borough employee that is a  
 member of the White Collar Unit within five (5) days of this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**Record of Council Vote on Passage**

<i>COUNCIL PERSON</i>	AYE	NAY	Abstain	Absent	<i>COUNCIL PERSON</i>	AYE	NAY	Abstain	Absent
<i>Costa</i>	X				Hudson	X			
<i>D'Amato</i>	X				Sondermeyer				X
<i>Dellaripa</i>	X				Yazdi				X
<i>Mayor Dunleavy</i>									

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Governing Body of the Borough of  
 Bloomingdale at an Official Meeting held on February 2, 2016.

  
 Jane McCarthy, R.M.C.  
 Municipal Clerk, Borough of Bloomingdale