

BOROUGH OF BOGOTA  
RESOLUTION

COUNCIL	YES	NO	ABSENT	ABSTAIN
W. UCETA	/			
A. JACKSON	/			
M. BROPHY			/	
J. NUNEZ	/			
A. KONIGSBERG	/			
E. BURDIEZ			/	

DATE: 12-20-12

RESOLUTION#: 12-227

MOTION BY: Jackson

SECOND BY: Konigsberg

*file  
OSW*

**Re: Authorizing the Execution of a Memorandum of Agreement between the Borough of Bogota (Employer) and The United Public Service Employees Union (UPSEU)(Bogota Unit)**

**WHEREAS**, The Mayor and Council of the Borough of Bogota have entered into collective bargaining negotiations with respect to all negotiable items of employment of all regular, permanent and full-time blue collar employees employed by the Borough, excluding supervision; and

**WHEREAS**, the Mayor and Council of the Borough of Bogota and The United Public Service Employees Union (Bogota Unit) (hereinafter "Union") have agreed upon all terms and conditions of such employment for the term commencing January 1, 2012 through December 31, 2014; and

**WHEREAS**, the terms and conditions of the Agreement between the Borough of Bogota and the Union have been reduced to a written Agreement; and

**WHEREAS**, the terms and conditions of the Agreement between the Borough of Bogota and the Union contained in the written Agreement have been reviewed by the Mayor and Council of the Borough of Bogota and by the Borough Attorney; and

**WHEREAS**, the terms and conditions contained in the written Agreement comport with the terms and conditions agreed to between the parties;

**NOW, THEREFORE BE IT RESOLVED BY** the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that the Mayor and Clerk are hereby authorized and directed to execute the Agreement between The Borough of Bogota and The United Public Service Employees Union (Bogota Unit) for the term commencing January 1, 2012 through December 31, 2014.

ATTEST:

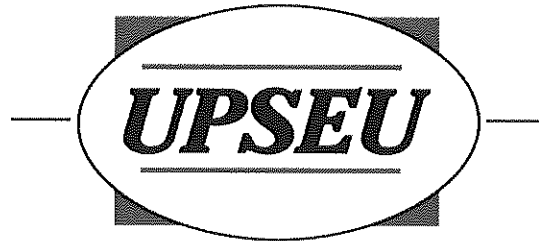
*Francis Garlicki*  
Francis Garlicki,  
Borough Clerk

*Patrick H. McHale*  
Patrick H. McHale, Mayor

I hereby certify the foregoing to be a true copy of a resolution adopted by the Mayor and Council at a meeting held on December 20, 2012.

*Francis Garlicki*  
Francis Garlicki, Clerk

**COLLECTIVE NEGOTIATIONS AGREEMENT  
BETWEEN  
THE BOROUGH OF BOGOTA  
AND  
UNITED PUBLIC SERVICE EMPLOYEES UNION  
BOGOTA UNIT**



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**JANUARY 1, 2012 THROUGH DECEMBER 31, 2014**

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**JOSEPH G. MONAGHAN, ESQ.  
11 STATE STREET  
HACKENSACK, NEW JERSEY 07601  
ATTORNEY FOR THE  
BOROUGH OF BOGOTA**

THIS AGREEMENT, made this 16<sup>th</sup> <sup>Q</sup> day of January, 2013, by and between the Borough of Bogota, a body politic and corporate of the State of New Jersey, (hereinafter referred to as the "Employer") and the United Public Service Employees Union (Bogota Unit) (hereinafter referred to as the "Union").

WHEREAS, the Employer has recognized, pursuant to N.J.S.A. 34:13A-1 et seq., the Union as the majority representative of all full and part time blue collar employees of the Employer's DPW as set forth herein with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; and

WHEREAS, the Employer and the Union recognize it be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW THEREFORE, in consideration of the mutual promises set forth herein the parties agree as follows:

#### **ARTICLE 01.00 EMPLOYEES' BASIC RIGHTS**

01.01. Pursuant to Chapter 303, Public Laws 1968; the Employer hereby agrees that every Employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce an Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

01.02. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wage or any terms or conditions of employment by reason of the Employee's membership in the Union and its affiliates; participation in any activities with the Employer; or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment, as prescribed by Statutes of the State of New Jersey.

01.03. The term "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

**ARTICLE 02.00 EXCLUSIVITY OF UNION**

02.01. The Employer agrees that it will not enter into any contract or memorandum of Agreement with anyone but the recognized only with regard to the categories of personnel covered by this Agreement during the term of this Agreement.

**ARTICLE 03.00 UNION RECOGNITION**

03.01. The Employer recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to all negotiable terms and conditions of the employment for blue collar employees employed by the Borough of Bogota DPW, excluding management/confidential employees and the classes of employees as excluded by law.

03.02. According to the June 12, 1996 Certification, the following classes of employees are included and excluded:

Included are: All full and part-time blue collar employees employed by the Borough's DPW.

Excluded are: All other employees, DPW Superintendent, all employees represented in other negotiation units, managerial executives, confidential employees, craft employees, police, firefighters, professional employees, white collar employees, and supervisors within the meaning of the applicable statutes.

**ARTICLE 04.00 UNION REPRESENTATION**

04.01. The Employer recognized the right of the Union to designate representatives with the DPW and alternates for the enforcement of this Agreement.

04.02. The Union shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

04.03. The authority of the representatives and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities;

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- B. The transmission of such message and information which shall originate with, and are authorized by the Union.

04.04. One designated representative shall be granted time with pay during working hours to investigate and seek to settle formal grievances and to attend all meetings and conference of collective negotiation with Employer officials.

#### **ARTICLE 05.00 DUES CHECK-OFF**

05.01. Upon presentation to the Employer of a dues check-off card signed by the individual Employee, the Employer shall deduct from such Employee's periodic salaries the amount as set forth on such dues check-off authorization card.

05.02. Thereafter, the Employer shall, as soon as practical, forward a check in the amount of all dues withheld for this purpose to the Union.

05.03. The said Union representative shall be appointed by resolution of the Union and certified to the Employer by the Union.

#### **ARTICLE 06.00 EXISTING LAW**

06.01. The provisions of this Agreement shall be subject to the subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

#### **ARTICLE 07.00 MAINTENANCE OF WORK OPERATIONS**

07.01. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activities.

07.02. It is understood that violations of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Employer. Such disciplinary action may include termination of employment, or other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

**ARTICLE 08.00 PRESERVATION OF MANAGEMENT'S RIGHTS**

08.01. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its Employees.
- B. To hire all Employees, and subject to the provisions of law, to determine their qualifications provided at a minimum prospective Employees have a pre-employment physical by a doctor indicating they are physically capable for continued employment or assignment and to promote and transfer Employees.
- C. To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

08.02. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under Titles 40 and 40A of the Statutes of New Jersey, NJSA 34:13A-1 et seq. or any other national, state, county, or other applicable laws.

**ARTICLES 09.00 DATA FOR FUTURE BARGAINING**

09.01. The Employer agrees to make available to the Union all relevant data the Union may require to bargain collectively.

09.02. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance programs, information concerning overtime worked by the Employee, the total number sick leave days utilized by the Employee, the total number of injuries on duty and other data of similar nature.

09.03. The Employer shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

09.04. The Employer shall commence negotiations on a new Agreement with the Union, as soon as practical after receipt of written proposals for new terms or conditions of employment.

**ARTICLE 10.00 SALARIES**

10.01. The base annual salaries of all Employees covered by this Agreement beginning on January 1, 2006 and for the term of this agreement shall be as set forth on Schedule A.

10.02. The base annual salary for all Employees covered by this Agreement who are hired after January 1, 2012 and during the term of this Agreement shall be \$26,000.

10.03. All Employees shall be entitled to an annual increase in base annual salary for each year of employment provided the Employee has at least six (6) months of employment, during the term of this Agreement, beginning on January 1 of the year following the year in which the employment begins as follows:

2012:	\$0.00 increase in base salary.
2013:	\$1,000.00 increase in base salary.
2014:	\$1,000.00 increase in base salary

**ARTICLE 11.00 WORK DAY, WORK WEEK AND OVERTIME**

11.01. The normal work day shall be eight (8) hours, which shall include within the eight hour span, thirty (30) minutes of meal time per day. It shall also include one (1) twenty (20) minutes break per day.

11.02. The normal work week shall be forty (40) hours, Monday through Friday.

11.03. The work day of the DPW shall commence at seven (7:00) a.m. except as otherwise directed at the discretion of the Department Head or his designee.

11.04. Work in excess of the Employee's basic eight (8) hour day or basic work week shall be overtime and shall be paid at time and one-half. If an Employee works eight (8) hours overtime at time and one-half, he shall then and thereafter be

compensated at the rate of double straight time until relieved from duty for a minimum of eight (8) hours, go to triple straight time until relieved for a minimum of eight (8) hours. An Employee shall not return to straight time until a rest period of a minimum of eight (8) hours is given.

11.05. Double straight time for paid holidays shall be paid in addition to regular time for such paid holidays so that an Employee shall receive triple straight time for work on paid holidays. If, however, an Employee works more than eight (8) hours on a paid holiday, each additional hour shall be double straight time only. On Sundays which are not paid holidays shall be paid at double straight time. This provision shall not apply for employees hired after January 1, 1997.

All Employees regardless of date of hire shall work the work day, work week and overtime as delineated in this section.

11.06. Snow Storm Emergency - It is the policy of this Borough, the Employer, that no Employee shall work more than sixteen (16) straight hours without a break. In the event of a snow storm or other such emergency only the Mayor declares an emergency, no Employee shall work more than sixteen (16) hours straight without eight (8) hours off for rest, sleep and relaxation, and if necessary, garbage and trash collections shall be cancelled to comply with this provision. If an Employee should have to work more than sixteen (16) hours straight, his pay scale shall be increased one (1) level, straight time to time and one-half, time and one-half to double straight time, and double straight time to triple straight time.

11.07. In no event, shall overtime be paid to Employees during those work hours considered the standard work day for DPW Employees outlined in 11.03.

11.08. Overtime shall be awarded to the most qualified senior employee capable of performing the task at hand. This shall include recalls if necessary.

#### **ARTICLE 12.00 HOURLY RATE**

12.01. To compute the base hourly rate of an Employee for overtime or other purposes, the yearly base salary plus longevity, where applicable, shall be divided by 2,080 hours.



**ARTICLE 13.00 JURY DUTY**

13.01. Employees shall receive regular weekly pay while serving on jury duty, and shall keep pay and mileage received from the County for such jury.

**ARTICLE 14.00 RECALL TIME**

14.01. Any Employee who is called back to work after his regular eight (8) hours of work shall be compensated at time and one-half with a minimum guarantee of four (4) hours worked or pay in lieu thereof. Time shall be commenced when the Employee arrives at the DPW garage or other designated work site; it shall never include travel time from home.

14.02. Any recognized Borough Holiday which an employee is recalled to work, the first four (4) hours shall be at double the base rate of pay of the employees.

**ARTICLE 15.00 LONGEVITY**

15.01. Employees hired on or before January 1, 1997 shall receive, in addition to base salary, increments of one (1%) percent of base salary for every three years of service completed after the completion of 10 years of service, to a maximum benefit of ten (10%) percent, and these longevity payments shall be paid as set forth above. These longevity payments shall be paid on a weekly basis and continue as a part of the Employee's regular pay while so employed.

**ARTICLE 16.00 VACATIONS**

16.01. Each Employee shall receive vacation time during the calendar year based on the following schedule and approval of the Department head and/or Administration. Vacation time is prorated according to anniversary date.

1. After six (6) months of service, at total of 5 working days.
2. After one (1) year of service, a total of 10 working days.
3. After five (5) years of service, a total of 15 working days.

4. After ten (10) years of service, a total of seventeen (17) working days.
5. After fifteen (15) years of service, a total of 20 working days.
6. After twenty (20) years of service, a total of 25 working days.

16.02. The order of seniority shall be used to select the first two (2) weeks of each Employee's vacation. After the first two (2) weeks have been selected, the order shall repeat itself for the third and fourth weeks.

16.03 The vacation list shall be posted by February 1<sup>st</sup> of each year and completed by April 30<sup>th</sup>.

16.04. Vacation time is taken before December 31<sup>st</sup> of each year. Vacation time shall not accrue from year to year.

16.05. If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation period charged against available sick leave, at his option, upon proof hospitalization and a physician's certificate.

16.06. If a holiday falls within an Employee's vacation time, the Employee shall receive extra day(s) off.

16.07. In the event of the death of an Employee or retirement from service, if any remaining vacation or holiday time remains to be taken by such Employee as of the last day worked on the job, such unpaid vacation and/or holiday pay, at the then rate of pay, shall be paid over to such retiring Employee or the estate of such deceased Employee as the case may be.

16.08. Vacation time shall be deemed accrued in full as of each Employee's anniversary date of employment in the DPW.

16.09. Up to five (5) days of vacation can be sold back to the Borough on an annual basis at the rate of pay in effect as of the date the Employee elected said option, that being no later than November 15<sup>th</sup> of each calendar year.

**ARTICLE 17.00 PERSONAL LEAVE**

17.01. Each Employee shall have three (3) personal leave days per calendar year. For purpose of this clause, an Employee shall not be required to advise the Department Head or his designate of the reason for the personal leave day.

17.02. Employees must give the Department Head or his designate twenty-four (24) hours notice of their intention to take a personal leave day and must receive approval from same to insure that the Employer has adequate personnel on hand to perform all necessary functions.

**ARTICLE 18.00 HOLIDAYS**

18.01. All Employees covered by this Agreement shall be entitled to and shall receive thirteen (13) paid holidays. The holidays shall be those listed on Schedule B included with this Agreement.

18.02. In the event an Employee is required to work on a holiday, he shall receive the holiday rate of pay and not be given another day off.

18.03. In the event a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday, and in the alternative, if the holiday falls on a Sunday, the following Monday shall be considered to be the holiday.

18.04. In the event an Employee is absent from work, the day before and/or the day after a holiday, said Employee shall not be entitled to holiday pay as stipulated in 18.03, except for those days in which a scheduled vacation and/or personal day was approved.

**ARTICLE 19.00 SICK LEAVE**

19.01. All full-time Employees shall be entitled to the following sick leave benefits, which shall be non-cumulative;

- A. During first year of service, five (5) working days;
- B. During second and third years of service, fifteen (15) working days; and
- C. During fourth year of service, seventeen (17) working days.
- D. After fourth year of service and all later years, twenty (20) working days.

19.02. The Employer shall have the right to have an Employee who shall be on sick leave to be examined from time to time by a licensed medical doctor who shall report the findings of said examination to the Employer. The costs or charges for the examination shall be paid by the Employer.

19.03. To qualify for payment while absent on sick leave, each Employee who shall be absent from duty on sick leave shall so notify the Department head or his Designate at least one (1) hour before commencement of his work on a daily basis. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action. If any Employee who is absent without such notification shall be charged with an unpaid day for each day absent for more than five (5) consecutive working days, he shall be required to present a doctor's certificate as proof of his illness.

**ARTICLE 20.00 INJURY OR DISABILITY**

20.01. Where an Employee covered under this Agreement suffers a work connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such work connection injury or disability and the Employee's inability to work at any occupation because of such injury, for a period of up to one (1) year. During such period of time all workers compensation benefits accruing to such Employee for the work connected injury or disability under the provisions of the Workers Compensation Act shall be paid over to the Employer.

20.02. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and present such certificates from time to time.

20.03. The Employer, through the Borough Administrator, may in his/her discretion, assign an Employee to "light duty" work at the Municipal Complex. Work shall be at a minimum of four (4) hours per day. The Employer shall generally avoid "light duty" except in cases where the Employer can guarantee that the Employee shall be assigned to "desk work" that would not violate the Employee's Physician's orders. Otherwise it shall be the Employee's responsibility to remain out of work while recovering from said injury.

20.04. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers compensation establishing such further period of disability. Finding by said Division or the final decision of the last reviewing court in the event of an appeal, shall be binding upon the parties.

20.05. For the purpose of this article, injury or illness incurred while the Employee is attending a borough-sanctioned training program shall be considered in the line of duty.

20.06. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate workers compensation judgment or, if there is an appeal therefrom, the final decision of the last reviewing court.

#### **ARTICLE 21.00 BEREAVEMENT LEAVE**

21.01. All permanent full-time Employees covered by this Agreement shall be entitled to three (3) working days leave with pay upon the death of a member of his immediate family.

21.02. Immediate family shall include spouse, children, parents, siblings, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or any person regularly residing in the household of the employee, and any person designated as legal ward of the employee, such as a niece or nephew.

21.03. Such bereavement leave shall not be charged against the Employee's vacation or sick leave.

21.04. Any extension of absence under this article, however may be at the Employee's option and with the consent of the Department Head or his designate, be charged against available vacation/sick time or be taken without pay for a reasonable period of time.

21.05. In the case of unusual circumstances not specifically covered in this article, bereavement leave may be granted at the discretion of the Department Head or his designate. Such leave shall not be unduly denied without cause.

#### **ARTICLE 22.00 LEAVE OF ABSENCE**

22.01. All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed 120 working days on any one occasion in any five year period.

22.02. The Employee shall submit in writing all the facts bearing on the request to the Department Head or his designated representative who shall append his recommendation and forward the request to the governing body. The governing body shall consider each case on its merits and without establishing precedent. The governing body will not unreasonably deny an Employee's request for a leave of absence.

21.03. This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. It may be granted only when the Employee has used his accumulated sick and vacation leave in the case of an illness or his vacation leave if leave without pay is requested for reasons other than illness.

22.04. Seniority shall be retained.

#### **ARTICLE 23.00 MEDICAL AND DENTAL COVERAGE**

23.01. The Employer shall provide and pay for medical coverage through the Bergen Municipal Employees Benefit Fund Point of Service (POS) Medical Plan for Employees covered by the Agreement, their spouses and their families. Co-payments by Employees shall be \$20.00 for in network providers. Out of network provider benefits will be subject to a \$500.00 per person and \$1,000.00 per family annual deductible.

23.02. The Employer shall provide and pay for dental insurance coverage for Employees covered by this Agreement and their families. Said Dental Plan shall be originally designated as "Proposed Dental Program for Bogota Township, Program 1," provided by New Jersey Dental Service Plan, Inc., and dated August 9, 1983.

23.03. The Employer shall provide a full family drug prescription program for Employees covered by this Agreement. The program shall be on a \$10.00/\$30.00/\$50.00 dollar co-payment basis.

23.04. All benefits under this Article shall be continued for a retiring Employee and his family until December 31<sup>st</sup> of the year in which he completes his terminal leave to the extent that is permitted by medical coverage program and the carrier providing same.

23.05. The Employer shall reimburse Employees covered by this Agreement, the cost of an eye examination at the rate of fifty (50%) percent of the cost of the examination, not to exceed \$40.00. Said reimbursement shall only be made upon submission of proof that the examination was conducted.

23.06. The Employer reserves the right to change the carrier providing the medical coverage referred to in Article 23.01 - 23.03 providing, however, that the benefits to be furnished by a replacement carrier shall be at least the equivalent of the benefits presently being furnished or better. The Employee representative shall be notified fifteen (15) days prior to any change in carrier.

23.07. The Employees hereby agree to participate in mandatory cost containment services programs being a pre-admission certification program and a second surgical opinion program.

23.08. If an Employee's spouse is employed by the Borough, then the Borough is obligated to provide primary coverage to only one Employee, and the second Employee shall be covered as a spouse only.

#### **ARTICLE 24.00 PERSONNEL FILES**

24.01. A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the Office of the Borough Clerk or the Borough Clerk's designated representative.

24.02. Any member of the DPW may, by appointment, review his personnel file but this appointment for review must be made through the Department head or his designated representative.

24.03. Whenever a written complaint concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file. Any item added to the file shall be initialed or signed by the Employee.

24.04. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

#### **ARTICLE 25.00 MILITARY LEAVE**

25.01. Military leave for Employee training or serving with the National Guard or Armed Forces of the United States shall be granted in accordance with the laws applying to such cases.

#### **ARTICLE 26.00 PENSION**

26.01. The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey, more particularly N.J.S.A. 43:1, et seq.

26.02. The Employer shall pay the Public Employees Retirement System, of which the Employer is a member, such amounts which are levied by the system on behalf of the Employer.

26.03. It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate retirement fund, the, in that event, resolution of said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.



**ARTICLE 27.00 DISCIPLINE**

27.01. An Employee may be appropriately disciplined for violation for rules and regulations and may be discharged for good and just cause, all subjects to and pursuant to applicable Laws of the State of New Jersey. Any Employee who believes he was unfairly disciplined may utilize the provision of the Grievance Procedure.

**ARTICLE 28.00 SAVINGS CLAUSE**

28.01. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

**ARTICLE 29.00 FAMILY LEAVE**

29.01. Family leave without pay may be granted at the request of an Employee in accordance with the provisions of the New Jersey Family Leave Act, the Federal Family and Medical Leave Act, and all regulations promulgated thereunder.

**ARTICLE 30.00 NO WAIVER**

30.01 Except as otherwise provided in the Agreement, the failure to enforce any provisions of this Agreement shall not be deemed a waiver thereof.

30.02. This Agreement is not intended and shall not be construed as a waiver of any or benefit to which the Employees herein are entitled by law.

**ARTICLE 31.00 TERMINAL LEAVE**

31.01. Employees hired prior to January 1, 1997, shall be entitled to a terminal with pay for a period of three (3) months which shall be utilized in the three month period immediately preceding the Employee's retirement date. Any retiring Employee shall notify the governing body in writing of his intent to retire six (6) months before his retirement date.

31.02. Employees hired after January 1, 1997 shall not be entitled to be paid terminal leave.

**ARTICLE 32.00 SENIORITY**

32.01. Traditional principles of seniority shall apply to Employees of this Agreement. Such principles shall apply to lay-off, recall transfer any other similar acts. Seniority is defined to mean the accumulated length of service within the rank and file of the DPW. Time in service shall not be reduced by lost time due to an absence from his employment for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by any physical mutually acceptable to the parties.

**ARTICLE 33.00 LIFE INSURANCE**

33.01. The Employer shall provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the fact amount of \$7,500.00 per Employee, with a double indemnity provision.

**ARTICLE 34.00 CLOTHING ALLOWANCE**

34.01. Each Employee, once they are off probation and a full time employee shall receive a clothing allowance, payable on the Friday following the first regular meeting of the governing body in November of each year. The amount of the clothing allowance shall be as follows:

2012: Nine Hundred (\$900.00) dollars.  
2013: Nine Hundred Fifty (\$950.00) dollars.  
2014: One Thousand (\$1,000.00) dollars.

34.02. The basic uniform for Employees covered by this Agreement shall be:

3 summer pants  
3 summer shirts  
2 lightweight jackets  
2 Summer Shorts\*  
3 winter pants  
3 winter shirts  
2 winter jackets with liners  
1 pairs of work shoes  
1 rain gear consisting of 1 raincoat and 1 pair of rain boots

\*The Employee shall have the option to wear shorts between May 15<sup>th</sup> and September 15<sup>th</sup> provided they are not cutoffs. Shorts must be hemmed, neat, at least mid-thigh in length so that the

staff maintains a professional appearance at all times. The Borough shall review the list of duties that would require long pants, provide the list to the Employees, and discuss any changes with the Union on a yearly basis.

34.03. If the Employer decides to change the uniform or any part thereof, the Employer shall provide each Employee, free of charge, any such item.

34.04. Utilization of Article 34.03 shall not diminish the clothing allowance set forth in this Agreement.

34.05. Any Employee uniform which is required by him in his capacity as a member of the DPW, which may be damaged during the course of his employment shall be replaced at the expense of the Employer with the approval of the DPW Commissioner, except if such damage is caused by negligence of the Employee. Any such payments made under this section shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement and shall be made to the Employee within thirty (30) days of reporting of same.

34.06. The calculation for benefits under Article 34.01 shall be prorated for any new Employee hired any time after January 1<sup>st</sup> and shall not be included in the Employee's base pay.

#### **ARTICLE 35.00 SAFETY AND HEALTH**

35.01. The Employer shall, at all times, maintain safe working conditions to insure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end. It is mutually recognized that safety is of major importance to both the Employer and the Union. A Safety Committee shall be established to work with management in helping to insure the utmost safety in the work environment.

#### **ARTICLE 36.00 SEPARATION FROM EMPLOYMENT**

36.01. Upon separation from employment, the Employer shall pay the Employee all monies due and owing the Employee.

36.02. Severance - any Employee resigning from the department must give two (2) weeks' notice to the Department Head or his designate of his decision to leave the department. The Employer must have two (2) weeks' notice to any Employee it intends to layoff or discharge for any reason and in the event the Employer lays off or discharges any Employee, and the Employee has been employed for five (5) years or more and the

Employer fails to give two (2) weeks' notice herein required, then in that event the Employer must pay such Employee two (2) weeks' notice herein required, then in that event the Employer must pay such Employee two (2) weeks' severance pay. This does not, and never, applies where the discharge is for good cause as provided in Articles 7.02 and 27.00 of this Agreement.

#### **ARTICLES 37.00 TELEPHONE**

37.01. Each Employee shall be required to submit a telephone number to the Department Head or his designate which can be the contact point for Employees who may be contacted to be available as needed for emergency or call back. It is the option of the Employee to provide such telephone number - either landline or cellular - with the understanding that the number provided shall be the most likely point of contact. Each Employee shall be required to report any change of his telephone number or most likely point of contact. Employee shall submit his pager number, if they have one and shall report any change of his pager number.

37.02. The Employer shall not release the Employee's telephone number to any unauthorized person without an express written authorization to do so by such Employee.

#### **ARTICLE 38.00 PROBATIONARY EMPLOYEES**

38.01. Newly hired Employees shall be classified as probationary Employees during the first ninety (90) days of employment, after which probationary employment, said Employee shall be the benefits of this Agreement. Each new Employee shall then become eligible for the health, hospitalization, dental, prescription and life insurance benefits pursuant to the terms and conditions of each of those programs.

38.02. Upon completion of the six (6) months probationary period, the Department Head or his designate shall submit to the governing body, or their designate, a written performance evaluation on said Employee, containing his recommendation as to continued employment; all final decisions regarding continued employment remain with the governing body.

#### **ARTICLE 39.00 GRIEVANCE PROCEDURE**

39.01. To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement, the following procedure shall be used.

39.02. For purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement.

39.03. The four step grievance procedure shall be as follows:

STEP 1: An Employee having a grievance shall present it orally, either individually or in the presence of the Union steward or a member of the Union shop committee, to his/her immediate supervisor within ten (10) working days after the occurrence or knowledge of the occurrence of the matter being grieved.

STEP 2: If the Employee does not receive a response within ten (10) days or is not satisfied with the response, then the Employee may file an appeal in writing to the Borough Administrator within ten (10) working days of the supervisor's response or failure to respond as set forth above. Thereafter, the Borough Administrator shall discuss the grievance with the aggrieved Employee and/or the Union shop committee as he/she deems appropriate and, within ten (10) days of receipt of the appeal, shall deliver a written decision that shall:

- A. adjust the grievance, or
- B. find the grievance unjustified, or
- C. advise the Employee that the adjustment of the grievance is beyond his or her authority.

STEP 3: If the grievance is not adjusted to the satisfaction of the Employee, he or she shall file a written appeal with the Mayor and Council within ten (10) working days of the Administrator's decision. The appeal shall include copies of all prior documentation submitted to the Employee's supervisor, the written decisions of the Employee's supervisor and the borough Administrator, and a statement of the basis for the appeal. The Mayor and council shall issue its written decision within twenty (20) working days after receipt of the appeal and all of the supporting documents, unless the parties agree to an extension. If the Mayor and Council fails to so respond, then the Borough Administrator's decision shall be affirmed.

STEP 4: If the grievance cannot be resolved at Step Three of the procedure, the Union shall have twenty-five (25) days to file for binding Arbitration pursuant to PERC regulations. The Arbitrator shall be designated by PERC and the cost shall be borne equally by the Union and the Borough.

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

39.05. Failure of an aggrieved Employee to pursue any grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver or extension of the applicable time period.

#### **ARTICLE 40.00 GENERAL**

40.01. This Contract shall not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

40.02. This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the Employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals of any subject that is or may be subject to collective bargaining.

40.03. If any clause contained in the agreement is hereafter found to be illegal, the clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.

40.04. Errors in payment of wages shall be corrected during the week following the discovery of the error, provided the Employee has brought the error to the attention of the Employer in writing, through their supervisor, in sufficient time for the error to be corrected.

40.05. Each individual executing this Contract represents that he or she is empowered, authorized, and directed to execute this Contract on behalf of the entity listed below.


**ARTICLE 41.00 TERM OF AGREEMENT**

41.01. This Agreement shall take effect January 1, 2012 and shall terminate on December 31, 2014 or until a successor Agreement is executed.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands and seals, or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

Borough of Bogota

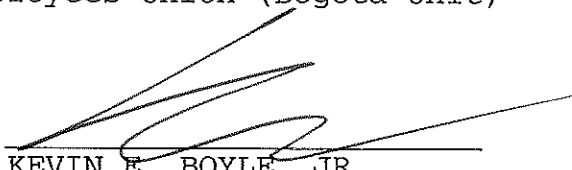
  
\_\_\_\_\_  
FRANCES GARLICKI,  
Borough Clerk

By:   
\_\_\_\_\_  
PATRICK H. McHALE, Mayor

ATTEST:

United Public Service  
Employees Union (Bogota Unit)

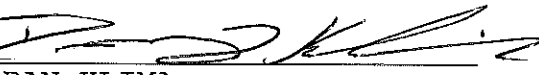
\_\_\_\_\_  
1/16/12

By:   
\_\_\_\_\_  
KEVIN E. BOYLE, JR.  
PRESIDENT

\_\_\_\_\_  
1/16/12

By:   
\_\_\_\_\_  
JAMES GANGALE  
REGIONAL DIRECTOR

\_\_\_\_\_

By:   
\_\_\_\_\_  
DAN KLIMA  
SHOP STEWARD

**SCHEDULE A**

**BASE SALARIES**

All salaries effective January 1, 2011 and on dates indicated shall be as follows:

A. Foreman shall be paid an annual stipend of \$4,500 that shall be added to the base salary and shall be in excess of the salary that would otherwise be payable in accordance with this Schedule and this Agreement.

B. Driver operator at top of scale as of January 1, 2012.

<u>Effective Date</u>	<u>Annual Salary</u>
January 1, 2012	\$60,100

C. Laborers:

<u>Effective Date</u>	<u>Annual Salary</u>
January 1, 2012	\$26,000

D. Driver operators hired or promoted after January 1, 2006 or not at top of scale as of December 31, 2011:

1. Base Salary                      \$26,000

2. In addition to any Incremental raises and/or longevity, each employee with a minimum of six (6) months of service shall receive the following annual increases.

January 1, 2012:	\$0.00
January 1, 2013:	\$1,000.00
January 1, 2014:	\$1,000.00



3. Salary increments as follows based upon the employee's anniversary date as a driver operator:

<u>Step 1</u>	- After	12 months	\$3,750
<u>Step 2</u>	- After	36 months	\$3,500
<u>Step 3</u>	- After	60 months	\$3,100
<u>Step 4</u>	- After	84 months	\$3,250
<u>Step 5</u>	- After	108 months	\$3,250

4. Laborers employed by the Borough who are promoted to driver operator will start at a salary at their current annual salary rate plus the Step 1 increment referred to above if the employee has been employed by the Borough for at least one year as of the date of the promotion.

**SCHEDULE B**

**HOLIDAYS**

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

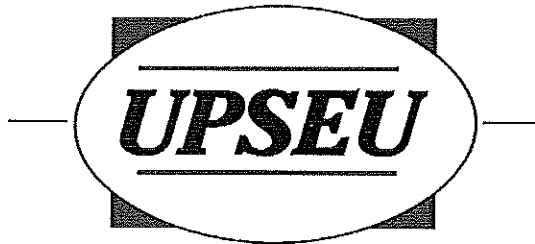
Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas

**COLLECTIVE NEGOTIATIONS AGREEMENT  
BETWEEN  
THE BOROUGH OF BOGOTA  
AND  
UNITED PUBLIC SERVICE EMPLOYEES UNION  
BOGOTA UNIT**



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**JANUARY 1, 2012 THROUGH DECEMBER 31, 2014**

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**JOSEPH G. MONAGHAN, ESQ.  
11 STATE STREET  
HACKENSACK, NEW JERSEY 07601  
ATTORNEY FOR THE  
BOROUGH OF BOGOTA**