

Borough Clerks Office

Do Not Alter

1413

AGREEMENT

BETWEEN

BOROUGH OF BLOOMINGDALE
PASSAIC COUNTY, NEW JERSEY
(BOROUGH)
D. P. W.

AND

LOCAL 911, INTERNATIONAL UNION OF
PRODUCTION, CLERICAL & PUBLIC EMPLOYEES

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

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PREAMBLE

The provisions of this agreement are intended to provide for:

- a. conditions of employment and incentives which are fair and equitable;
- b. fair personnel administration to stimulate employee morale;
- c. job security subject to good behavior, satisfactory performance, and the availability of funds.

ARTICLE 1. RECOGNITION

Section 1. The Borough recognizes Local 911, International Union of Production, Clerical & Public Employees, as the sole and exclusive bargaining agency for all employees covered by this Agreement, excluding the Superintendent and Assistant Superintendent. 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 purposes of this Article, all full time employees are:

Mechanic	Sanitation Laborer
Sanitation Driver	Road Laborer
Equipment Operator	Driver/Laborer

Section 2. Dues Check-Off

The Borough agrees to deduct monthly membership dues from the pay of those employees who individually and voluntarily request, in writing, that such deductions be made on a form agreed upon between the Borough and the Union and consistent with applicable law. The amounts to be deducted shall be certified to the Borough by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with a itemized statement to the Treasurer of the Union by the 15th of the month after the month in which said deductions are made.

Section 3. Any written dues deduction authorization forms may be withdrawn by an employee, in writing, and said deductions shall be discontinued as of January 1, or July 1, next succeeding the date on which notice of withdrawal is filed.

Section 4. The Union agrees to indemnify and hold harmless the Borough from any cause of action claims or loss or damages incurred as a result of this clause.

Section 5. This Borough agrees to comply with all revisions of the New Jersey-Employee Relations Act as amended to establish "agency shop" in the public sector. The fair share payment for non-members of the Union shall be 95% of the established dues structure and shall be made payable in accordance with the "Agency Shop Act".

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be deemed to have been in full force and effect from January 1, 1994, through and including December 31, 1996. All monetary benefits hereunder shall apply retroactively to January 1, 1994 and payments of any monies hereby due shall be made as soon after the execution of this Agreement as may be practical. Collective negotiations on the terms of this Agreement shall commence no later than October 1, 1996, or as otherwise mandated by the N. J. Employers-Employees Relations Act. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

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 as provided by law. The Borough reserves to itself exclusive determination of all matters pertaining to schedules, work assignments and deployment of any and all resources, including:

the right to publish and enforce work rules, so long as said rules are not inconsistent with this Agreement; and the right to add, change, interpret or eliminate personnel policies, practices and rules whenever deemed in the best interest of the Borough.

All paid employees of the Department of Public Works shall be subject to any rules of official conduct established by policies, rules and regulations within the Borough's prerogative. Wherever provision is made for leaves, allowances, benefits or privileges shall only apply to full-time permanent employees unless otherwise specified or required by law.

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

Section 3. The Borough undertakes to recognize and encourage meritorious actions on the part of its officials and employees. Letters of commendation concerning Borough employees from superiors or from members of the public shall be directed to the attention of the Governing Body and recorded in the employee's file. The Governing Body may also, on its own motion, initiate commendation to be made and recorded in the employee's file. Copies of filed letters of commendation shall be given to the employee.

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

Section 5(a). The Borough may impose suitable sanctions against any employee for cause, including the violation of work or departmental or work unit rules and regulations in accordance with the provisions of this Article.

(b). The Borough reserves the right in its discretion to impose suitable sanction for a breach of discipline by an employee. The range of sanctions includes the following: verbal reprimand, written memorandum of censure, transfer, suspension without pay, demotion in rank, dismissal from employment.

(c). Supervisors may reprimand, censure, transfer within the work unit, or suspend without pay for a period not exceeding five (5) days, or recommend other action to the Superintendent or Administrator. Suspension without pay for a period exceeding five (5) days, transfers between work units, motion for dismissal shall only be accomplished by the Superintendent or Administrator.

(d). The following acts, which shall not be deemed to exclude other acts not specifically set forth, shall be cause for suitable action concerning the employee at the discretion of the Borough:

Absence without leave or failure to report after scheduled leave has expired or after such leave has been disapproved or revoked.

Neglect of duty or lateness.

Incapacity due to mental or physical health disability.

Breach of discipline.

Consumption of alcoholic beverages while on duty.

Violation of this Agreement.

Violation of work or departmental or work unit rules and regulations.

Commission of a crime.

Engaging in any work slowdown or stoppage.

Conduct unbecoming a public employee.

ARTICLE 4. WORK PERIODS

Section 1. The regular work week for employees assigned to the Department of Public Works, employees whose classifications are included in Article 5, shall extend from Monday through Friday.

Section 2. The regular hours of work day shall occur between 6 a.m. and 3:30 p.m. unless otherwise designated by the supervisor in charge due to emergency or required exceptions.

Section 3. Accurate and complete time and attendance records shall be maintained and certified by the employee and Superintendent or Superintendent designee.

Section 4. Any lateness, whether or not authorized, shall be recorded with explanation. Recurring lateness may be the basis for suitable action taken by the Borough concerning the employee. The Superintendent, Assistant Superintendent or Foremen shall refer to the Borough Administrator to take such appropriate action.

Section 5. Notwithstanding the above provisions the first seven (7) minutes of scheduled work shall constitute a period of grace in which an employee shall not be considered late if he begins work after his scheduled beginning time.

Section 6. Each employee shall give prior notification to his supervisor without delay of complete or partial absence from assignment during the work day.

Section 7. Each employee undertakes to devote his full working time to the performance of his job.

Section 8. Employees shall be entitled to a lunch break between 12 p.m. and 12:30 p.m. which lunch time period may be altered in emergency situations by the Supervisor on duty.

ARTICLE 5. COMPENSATION

Section 1. Effective January 1, 1994, all employees covered by this agreement shall be entitled to receive the pay raises for their particular job classification. A salary scale for each job classification appears below and is made a part of this Agreement.

MECHANIC

	1994	1995	1996
1	21,076.64	21,919.71	22,796.50
2	22,832.89	23,746.21	24,696.06
3	24,589.40	25,572.98	26,595.90
4	26,345.78	27,399.61	28,495.59
5	28,102.19	29,226.28	30,395.33
6	29,858.56	31,052.90	32,295.02
7	31,614.97	32,879.57	34,194.75
8	33,371.34	34,706.19	36,094.44
9	35,127.73	36,532.84	37,994.15

SANITATION DRIVER

1	18,821.65	19,574.52	20,357.50
2	20,390.12	21,205.72	22,053.95
3	21,958.60	22,836.94	23,750.42
4	23,527.06	24,468.14	25,446.87
5	25,095.54	26,099.36	27,143.33
6	25,524.81	26,545.80	27,607.63
7	28,232.47	29,361.77	30,536.24
8	29,800.95	30,992.99	32,232.71
9	31,369.42	32,624.20	33,929.17

EQUIPMENT OPERATOR

1	18,821.64	19,574.51	20,357.49
2	20,390.12	21,205.72	22,053.95
3	21,958.60	22,836.94	23,750.42
4	23,527.06	24,468.14	25,446.87
5	25,095.54	26,099.36	27,143.33
6	26,664.00	27,730.56	28,839.78
7	28,232.47	29,361.77	30,536.24
8	29,800.95	30,992.99	32,232.71
9	31,369.42	32,624.20	33,929.17

SANITATION LABORER

1994	1995	1996
18,020.33	18,741.14	19,490.79
19,522.04	20,303.92	21,116.08
21,023.75	21,864.70	22,739.29
22,525.43	23,426.45	24,363.51
24,027.13	24,988.22	25,987.75
25,796.23	26,828.05	27,901.17
27,094.88	28,178.68	29,306.83
28,532.24	29,673.53	30,860.47
30,033.91	31,235.27	32,484.68

ROAD LABORER

1994	1995	1996
16,525.87	17,186.90	17,874.38
17,903.06	18,619.18	19,363.95
19,280.21	20,051.42	20,853.48
20,657.37	21,483.66	22,343.01
22,034.53	22,915.91	23,832.55
23,411.69	24,348.16	25,322.09
24,788.85	25,780.40	26,811.62
26,165.99	27,212.63	28,301.14
27,543.17	28,644.90	29,789.70

DRIVER/LABORER

1994	1995	1996
30,701.67	31,929.74	33,206.93

Section 2. When a question arises as to the interpretation of a duty or requirement in any position, it shall be processed through the grievance procedure.

Section 3. The salary for 1994 will be increased by four (4) percent retroactive to January 1, 1994, as shown in the salary table listed above.

Section 4. The salary for 1995 will be increased by four (4) percent retroactive to January 1, 1995, as shown in the salary table listed above.

Section 5. The salary for 1996 will be increased by four (4) percent effective January 1, 1996, as shown in the salary table listed above.

Section 6. Stages one and two of the current schedule will be eliminated and any new hires will be hires at step three.

Section 7. Present employees on the current schedule at step three or below will not be moved to step four.

ARTICLE 5A. LONGEVITY

Section 1. Effective January 1, 1994, in addition to the wages spelled out in Article 5, all employees subject to this contract shall receive longevity compensation in accordance with the following schedule, which shall be added on to their base salary.

5 years	- 2%
10 years	- 3%
15 years	- 4%
20 years	- 5%
25 years	- 6%
30 years	- 7%
35 years	- 8%

ARTICLE 6. OVERTIME

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

Section 2. Overtime shall be compensated on the basis of hourly time-and-a-half.

Section 3. Overtime shall be compensated on the basis of hourly double time in the following exceptional instances:

- a. Overtime which occurs on Sunday.
- b. Overtime which occurs on a Borough-recognized holiday.
- c. Overtime which exceeds eight (8) hours of overtime up to the commencement of the regular work day.

Section 4. Overtime shall be compensated at not less than three (3) hours of pay when an employee is called out. This will be effective January 1, 1993 of contract.

Section 5. Overtime shall be assigned as equally as practicable and consistent with efficient operations among employees performing similar work on which they are qualified in the sub-unit. Overtime procedures shall be incorporated in the Work Rules.

A minimum of twenty four (24) hours notice shall be given to any employee directed to work between the hours of 6:00 a.m. and 3:30 p.m. contrary to his regular work schedule.

Section 6. The assignment of Saturday and Sunday recycling overtime shall remain equally distributed among all bargaining unit members, with each member being compensated at his/her contractually provided for overtime rate of pay.

ARTICLE 7. HOLIDAYS

Section 1. Provided certain requirements listed in the third Section of this Article are met by the employee, the following thirteen (13) days shall constitute holiday leave with pay:

New Year's Day	Day after Thanksgiving
Washington's B'Day	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
July Farth	Christmas Day
Labor Day	One floating holiday (one week's notice required)

Birthday or second floating holiday (one week's notice required)

Section 2. Holiday falling on Saturday shall be observed Friday preceding. A holiday falling on Sunday shall be observed Monday following.

Section 3. Certain requirements must be met by the employee for holiday leave.

- a. One (1) month employment completed.
- b. Scheduled work completed the work day before and the work day after the holiday within a scheduled work week.

Section 4. Holiday leave for a holiday shall be granted other than on the date of the holiday if the date of the holiday occurs during vacation.

Section 5. Holiday leave shall not be charged against an employee's sick leave.

Section 6. Holiday leave is not cumulative.

Section 7. On a scheduled work day which coincides with the last working day before Christmas and New Year. It shall be Borough policy to shorten the working hours provided all required work is completed.

ARTICLE 8. VACATION LEAVE.

Section 1. Annual vacation leave with regular pay shall be granted by the Borough as follows:

<u>Period of Employment</u>	<u>Annual Vacation Days</u>
After one (1) full year	12
After five (5) years	13
After six (6) years	14
After seven (7) years	15
After eight (8) years	16
After nine (9) years	17
After ten (10) years	18
After eleven (11) years	19
After twelve (12) years	20
After thirteen (13) years	21
After fourteen (14) years	22
After fifteen (15) years	23
After sixteen (16) years	24
After seventeen (17) years	25

Section 2. A new employee hired after January 1 and before March 31 shall be granted one week of vacation leave in the year of hire.

Section 3. The Borough shall treat all requests for vacation leave at particular times on the basis of preference according to length of continuous service where possible, with a minimum of delay or inconvenience.

Section 4. Vacation leave is not cumulative beyond the current year except, upon request, for the next year.

Section 5. The Borough, through the Superintendent or his designee, shall verify acceptance or rejection of a request for vacation leave within two (2) days of receipt of request. Any rejection of a request for vacation leave shall set forth the reasons for said rejection in writing.

ARTICLE 9. SICK LEAVE

Section 1. Sick leave is defined as leave with pay granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician of exposure to a contagious disease.

Section 2. Part-time and temporary employees are not eligible for sick leave.

Section 3. At his discretion, the Borough Administrator, or his designee, may require the employee to provide the borough with acceptable medical evidence attesting to said employee's inability to work if the sick leave extends for three (3) consecutive working days or more than five (5) days during the course of a sixty (60) day period. In the event acceptable medical evidence is so required but is not forthcoming, the employee shall be paid only for a maximum of three (3) days. Any period of illness in which consecutive days are taken as sick days shall count as one (1) day for the purpose of the requirement of medical evidence for taking five (5) days during the sixty (60) day period. Whenever reasonably possible, the employee must report the need for sick leave prior to his assigned starting time. An employee failing to do so will be considered absent without leave and may not be paid for that date, in the Borough Administrator's discretion.

Section 4. Employees shall be eligible for fifteen (15) sick days annually. Unused sick leave shall be accumulated up to a maximum of one hundred fifty (150) working days. Sixty percent (60%) of accrued sick days may be used toward early retirement.

Section 5(a). Sick leave benefits granted any other Borough employees exceeding the benefits stated herein shall also be granted to the employees covered by this Agreement.

(b). Four (4) sick days may be used as personal days.

Section 6. The employee must report the need for sick time prior to his assigned starting time. An employee failing to do so will be absent without leave. If an employee does not report to the start of his shift, he shall not be paid for the day.

Section 7. If an injury is suffered by an employee which is determined to be compensable under the Workmen's Compensation Laws of the State of New Jersey, the Borough shall pay the difference between the employee's full pay and the Workmen's Compensation benefits disability benefits. In such cases, no charge shall be made against the accumulation of sick leave allowances. An unjustified claim by an employee for sick leave privileges and pay can be grounds for disciplinary action against such employee.

Section 8. A full-time employee shall be reimbursed for accrued sick leave earned subsequent to January 1, 1985, at the rate of ten (\$10.00) dollars for each unused sick day.

Payment shall be made in the first pay period of February following the year that the sick leave is accrued.

ARTICLE 10. LEAVES OF ABSENCE

Section 1. Bereavement leave with regular pay shall be granted a follows:

- a. Death of spouse, child, parent, brother or sister - 3 working days.

- b. Death of spouse's child, parent, brother or sister - 3 working days.
- c. Death of relative living under the same roof - 3 working days.
- d. Death of grandparent not living under the same roof - 1 working day.

Section 2. Military leave without pay shall be granted to any employee entering extended active military service.

Section 3. Court attendance leave with pay equal to the difference between regular pay and compensation received for attendance in any action not of the employee's initiative or in any action related to Borough matters shall be granted to any employee who is compelled to attend court (or who is called for jury duty) during regular work hours.

Section 4. Leave for spouse's miscarriage at regular pay shall be granted for one working day provided that the Borough may require a doctor's certificate attesting to the need.

Section 5. Personal leave without pay may be requested in writing by the employee at least three (3) days prior to the start of the requested leave. Borough approval shall be based upon the recommendation of the Superintendent or designee and the Borough Administrator. Such leave shall be for a limited and definite period. The Borough, through the Superintendent or his designee and the Borough Administrator, shall verify acceptance or rejection of a request for personal leave within two (2) days of receipt of request. Any rejection of a request for personal leave shall set forth the reasons for said rejection in writing.

ARTICLE 11. ASSIGNMENTS

Section 1. Assignments of personnel, including appointments, promotion, 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, but within the unreviewable 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. Except when statutory requirements direct otherwise, newly-hired employees and permanent employees assigned to new positions shall be considered on probation for a reasonable period of time of not less than six (6) months, to be determined by the Superintendent or his designee. During probation, compensation shall be at the minimum salary for the new position, if same is at a higher rate, but in no instance at a lower rate than the employee's salary in the case of a transferred employee.

Section 3. If a position vacancy occurs, the Borough shall give prior consideration to transferring or upgrading a permanent employee, or to hiring a Borough resident, in that order of priority, provided:

- a. It is deemed practicable and in the best interest of the Borough.
- b. The employee is qualified for the vacant position.

The Borough shall also give prior consideration to the seniority of a permanent employee. However, the Borough shall not be restricted in its choice for filling positions by these prior considerations, and the ultimate decision shall be in the unreviewable discretion of the Governing Body.

Section 4. Nothing in this Section shall prevent the Borough from temporarily assigning to any job or vacancy any person of its selection pending the selection of a permanent appointee.

Section 5. If a temporary job or position is to be filled by transfer, the Borough shall give prior consideration to seniority, provided:

- a. It is deemed practicable and in the best interest of the Borough;
- b. The employee is qualified.

Section 6. Any employee who is in a probationary or temporary period of employment in a position may be required to be medically examined or be subject to investigation of references as deemed necessary by the Borough.

ARTICLE 12. HEALTH BENEFITS

Section 1. The Borough agrees to continue to provide the current Health Insurance and Dental Plan coverage during the term of this Agreement for all eligible employees and the eligible members of their families.

Section 2. The Borough reserves the right to change insurance carriers during the term of this Agreement so long as substantially similar benefits are provided.

Section 3. Health and Dental Insurance coverage with benefits granted any other Borough employees exceeding the benefits of current coverage shall also be granted to the eligible persons covered by this Agreement.

Section 4. All employees covered by this Agreement shall receive fully paid health benefits on retirement identical to those listed in Ordinance 7-93 upon completion of thirty (30) years of employment with the Borough or any disability retirement as referenced by N.J.S.A. 40A:10-23.

ARTICLE 13. ACCIDENTS AND SAFETY

Section 1. All accidents occurring while on the job must be reported as soon as possible to the Superintendent, or in his absence the Assistant Superintendent, or the Foremen. All accidents shall be reported to the appropriate Insurance Carrier within the time period required by the Carrier. The accident report forms are to be prepared by the Superintendent or Assistant Superintendent or Foremen.

Section 2. The Borough Police Department shall be called to the scene of any and all accident involving Borough vehicles. If an accident takes place outside the Borough's boundaries, the employee shall call the police department at the place of the accident, and/or the New Jersey State Police. In the event there are injuries or damage, the employee, as a licensed New Jersey driver, is required by statute to file a report which he must prepare and forward to the Motor Vehicle Bureau in Trenton.

Section 3. Employees can be entitled to Workmen's Compensation benefits if injured on the job.

Section 4. Employees shall observe all work safety rules established for their work units.

Section 5. The Borough shall install and maintain First-Aid kits in all Borough equipment.

ARTICLE 14. CLOTHING ALLOWANCE

Section 1. Suitable uniform clothing for the job in the following amount shall be provided to each employee June 1 each year of the contract:

1994 - \$300.00
1995 - \$300.00
1996 - \$300.00

Suitable clothing is defined as work shoes, work pants, work shirts and protective outer-wear as more fully defined in Section 2 hereof.

Section 2. Suitable clothing as follows shall be worn on the job at all times: Mechanics shall wear blue shirts and pants; all other employees are to wear green shirts and pants. In the event an employee shall report for work without suitable clothing as defined herein, he shall be required to change clothing and be docked one-half day's pay for each one-half day he fails to report suitable clothed.

Section 3. Necessary equipment for safety is not charged against the clothing allowance.

Section 4. A voucher system shall be initiated and Union members shall receive their allowance thereof. The said clothing allowance shall be made in a lump sum payment. Union members may spend their allowance at a store of their choice.

ARTICLE 15. GRIEVANCES

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

Section 2. The following procedure is established for a grievance:

a. The grievance must be reported to the Superintendent's office within three (3) working days after the matter grieved has occurred.

b. The Superintendent or Assistant Superintendent shall discuss the grievance with the grieving party or representative within five (5) working days after his office has received notice of the grievance.

c. Within five (5) working days after the Superintendent or Assistant Superintendent has heard the grievance, the grieving party may file a written description of the matter grieved with the office of the Borough Administrator. The Public Works Committee and the Borough Administrator, or their designees, shall hear the grieving party or representative within five (5) working days after the written grievance has been filed. The Public Works Committee shall render a written decision within five (5) working days after this hearing.

d. Within five (5) working days after a written decision must be rendered by the Public Works Committee the grieving party or representative may file a written grievance with the office of the Borough Clerk directed to the Mayor and Council. The Mayor and Council shall render a decision or hear the grieving party within seven (7) days after notice to the Borough Clerk's office. If the grievance is heard, the grieving party may be accompanied by a Committee representative or any attorney of the party's choice or both. Mayor and Council must render a written decision of the grievance within five (5) working days after the date of the hearing.

e. The written decision of the Mayor and Council shall be final and binding, except that within fifteen (15) days after receipt of the decision, the Committee may request arbitration of the grievance. The arbitrators shall be selected mutually by the Committee and the Borough from a panel of proposed Arbitrators pursuant to the normal procedures adopted by the N. J. P. E. R. C.

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 upon the parties.

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

ARTICLE 16. MISCELLANEOUS.

Section 1. Alteration of Agreement - No agreement or amendment shall be binding on any of the parties hereto unless such agreement is made and executed in writing between the parties.

Section 2. Non Discrimination - The Borough and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex or Union membership.

Section 3. Distribution of Agreement - After the signing of this Agreement, the Borough, at its expense, will reproduce this Agreement in sufficient quantities so that each employee in the unit may receive a copy, and so that there are sufficient and additional copies of this Agreement for distribution to employees subsequently hired.

ARTICLE 17. BULLETIN BOARD

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

ARTICLE 18. JOB POSTING

Section 1. The representative of the Union will be notified of all permanent vacancies or promotions for full time positions incorporated in this Agreement and the posting will be provided on the employee's bulletin board for a minimum of five (5) working days.

Section 2. All applicants for vacancies and/or promotional positions shall receive an interview as well as a written reply to the status of the position(s) in question.

Section 3. It is agreed that preference will be given to the candidates who qualify from within the bargaining unit for the vacant or newly created position, but the selection shall be in the unreviewable discretion of the Governing Body.

ARTICLE 19. EDUCATIONAL FUND

Effective January 1, 1991 the Employer shall contribute one cent (\$.01) per hour for each hour the employee works, and submit such monies to the Local 911, Educational Fund, which Fund will include Local 911 members. Such Fund is to be administered in accordance with the Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE 20. SENIORITY

Section 1. The Borough shall establish and maintain a seniority list of employees, names and dates of employment from the date of last hire in a department basis, with the employee with the longest length of continuous and uninterrupted service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list.

Section 2. Department seniority shall prevail. In the event of a temporary absence or shortage of personnel, the borough shall make every effort to fill the position in the following manner:

A. The Borough shall select from the same classification an employee with the least seniority available.

H. If no replacement is available in the same time classification, the Borough will fill the vacancy with the least senior employee available in the department.

C. It is expressly understood that this Article shall not apply to overtime.

ARTICLE 21. - OTHER MATTERS

Section 1. The parties agree that as to all other working conditions and benefits, the provisions of N.J.S.A. 34:13A-5.3 shall govern.

Section 2. This Agreement shall remain in full force and effect until its expiration date or until there has been a new Agreement mutually agreed upon and executed by the parties hereto, whichever occurs later.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals at the Borough of Bloomingdale, New Jersey, this 6 day of July 1995.

MAYOR AND COUNCIL OF THE
OF BLOOMINGDALE

BY: Anne DuHaime
ANNE DU HAIME, Mayor

LOCAL 911, INTERNATIONAL UNION OF BOROUGHS
PRODUCTION, CLERICAL & PUBLIC EMPLOYEES

BY: [Signature]

ATTEST:

Jane Febbi
JANE C. FEBBI, Clerk

COMMITTEE:

Norrey A. Dites 8/1/95
Joseph T. Deegan