

COLLECTIVE BARGAINING AGREEMENT

BOROUGH OF DUMONT

AND

DUMONT PUBLIC WORKS EMPLOYEES

JANUARY 1, 2010 THROUGH DECEMBER 31, 2013

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AGREEMENT

THIS AGREEMENT, made as of the 1st day of January 2010 by and between the Borough of Dumont, a body politic and corporate in law, hereinafter referred to as "employee" and the DEPARTMENT PUBLIC WORKS EMPLOYEES, hereinafter referred to as the "Association" for a period of four (4) years expiring December 31, 2013. Whereas the Employer and the Association recognized that will be to the benefit of both to promote mutual understanding and Forster 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, obligations and undertakings stated herein, is agreed as the following:

1. EMPLOYEE'S BASIC RIGHTS.

Pursuant to P.L. 1998c303 (N.J.S.A.13a34-1 et seq.) the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Association 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 Law of the State of New Jersey, that Employer undertakes and agrees that it shall not, directly or indirectly, discouraged, deprive coerce any employee covered by this agreement in the enjoyment of any rights conferred by P.L. 1968c303, or other Laws of New Jersey or the United States it shall not discriminate against any such employee, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Employer, the institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms and conditions of employment as prescribed by the New Jersey Statutes.

2. ASSOCIATION RECOGNITION

- a. The Employer recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to all negotiable items of employment for all employees covered by this agreement. The following DPW employees are specifically excluded from the provisions of this agreement:

Superintendent of Public Works, Foreman, and other supervisory employees, part-time and per diem employees.

- b. No employee shall be compelled to join the Association, but shall have the option to voluntarily joined said Association.
- c. The term "Employee" as used herein, shall be defined to include the plural as well as a singular, and to include females as well as males.

3. EXISTING LAW

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

4. ASSOCIATION REPRESENTATIVES

- a. The Employer recognizes the right of the Association to designee three (3) representatives of their Association for the enforcement of this agreement. The Association shall advise the Borough, in writing, on or before January 15 of each year of the Agreement the names and addresses of three (3) designated representatives and notify the Borough of any changes during the year.
- b. The authority of the representative so designated by the Association shall be limited to, and shall not exceed the following duties:
 - (1) The presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - (2) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.
 - (3) In the event that an arbitrator demands that hearings be conducted during working hours, designated Association Representatives will be granted time off with pay to attend such hearings.
 - (4)The designated Association representative shall be granted time with pay during regular working hours, not to exceed ten(10) hours per month to settle grievances for Association members, unless said time off interferes with the operation of the Department".

6. MAINTENANCE OF WORK OPERATION

- a. Consistent with law and with the terms of this agreement, each of the parties hereto, agree that they will fulfill obligations to one

another and further agree that they shall not interfere with the operation of the Employer for the operation of the Association Representatives.

- b. Nothing contained in this agreement shall be construed to limit or restrict the Employer or the Association in their right to seek and obtain such judicial or administrative relief as they may be entitled to have in law or equity for injunction or damages or both in the event of a breach of the Employer or its agents or by the Association or its agents.
- c. The employer agrees that it will not lock out its employees and the Association agrees that it will not authorize any strike, sickout, stoppage of operations or any other interference with the department".

7. PRESERVATION OF RIGHTS

- a. The employer hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:
 - (1) To the executive management and administrative control of the Employer Government, its properties and facilities the activities of its employees;
 - (2) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - (3) To suspended, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for just cause according to law.
- b. Nothing contained herein, shall be construed to deny or restrict the Employer or its rights, responsibilities and authority, under Titles 11A of the New Jersey Statutes, 40 and 40A of the New Jersey Statutes, N.J.S.A. 34:3A-1, or any other national, state, county or other applicable laws.
- c. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association representative before they are established, so long as the working conditions are negotiable under the law.

8. DATA FOR FUTURE BARGAINING

- a. The Employer agrees to make available to the Association all relevant data at the Association may require to bargain collectively, providing the same is not of a confidential nature.

9. SALARIES

The base annual salaries shall be set forth in Appendix "A". Any monies due employees by virtue of this clause shall be paid as soon after the execution of this agreement as practicable.

For the purpose of this section, the Borough and the association agree on an annual increase of 3.5% of the base salary for the members for the term of the four (4) year agreement.

10. WORK DAY, WORK WEEK & OVERTIME

- a. Each member should work an eight (8) hour day, during which period a fifteen (15) minute coffee break and a forty-five (45) minute lunch shall be provided. The normal work day shall be eight (8) paid hours, including a paid fifteen (15) minute coffee break, plus an unpaid forty-five (45) minute meal.
- b. Work in excess of forty (40) hours per week shall be overtime. Work in excess of Forty (40) hours actually worked per week shall be overtime; unpaid leave and meal time shall not be calculated as hours worked.
- c. Over time shall be equally distributed among employees and their respective departments as is reasonably practicable among those capable of performing the work to be done. Assignment of overtime shall be subject to the superintendent's discretion.
- d. All unit members must be working, or notified that their work is available, and such available work refused before any additional outside help is summoned or hired to be operate Employer equipment.
- e. In the event of a job action by members of the Association, the employer shall have the right to replace DPW employees with outside personnel.
- f. The employer reserves the right to introduce a time clock to the operation of the DPW.

- g. If employees are required to work after midnight during a snowstorm or other emergency, then for each hour worked after midnight, such employee will report to work one (1) hour for each hour worked later than they are regularly scheduled to start work. However, stand by crew from the previous week and the standby crew for the next week shall report to work at the regular scheduled time.
- h. During an emergency situation, if an employee works in excess of six (6) consecutive hours, employee or shall provide an appropriate meal time at a mutually agreed upon location as follows:
 - Breakfast - not to exceed \$7.00
 - Lunch - not to exceed \$10.00
 - Dinner - not to exceed \$15.00
- i. The employer reserves the right to schedule employees for extra duty as it relates to Borough park maintenance during the period from April 1 through November 1.

11. HOURLY RATE

To compute the base hourly rate of an employee, is annual base salary shall be divided by 2080 hours.

12. STANDBY TIME

- a. Standby time shall be defined as being available for any emergency which may arise over and beyond the employees normal eight (8) hour daily work schedule.
- b. A list of those employees to be assigned to standby duty for each weekend and holiday of the year shall be posted within five days from the date thereof and thereafter, not later than ten (10) days prior to January 1 of each year until a new agreement has been negotiated. The Borough may change such assignments when reasonably necessary due to employee termination, hiring, promotions, illness and other incapacity.
- c. Standby on holidays and Sundays shall be paid at the rate of double time.
- d. In the event a designated employee is unable, for any reason, including vacation time, to be on standby, he shall secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate supervisor within a reasonable time to the commencement of such standby duty. The replacement or substitute shall be subject to the approval of the

Superintendent. Reasonable time shall be considered to be at least forty-eight (48) hours.

- e. Each employee designated for standby duty shall be compensated for standby (i.e. on-call) at the rate of One Hundred fifty (\$150.00) during the term of this agreement. This includes Friday, Saturday and Sunday.

13. RECALL

- a. Any employee who was called back to work after his regular eight (8) hours of work will be compensated at a time and one half the minimum guarantee of two hours worked or pay in lieu of thereof. So long as a callback is not contiguous to the employees regular work shift. Overtime will not begin until the regular work shift has been completed, i.e. 3:30pm. The borough reserves the right to work the employee(s) for the full two (2) hours.
- b. The parties agree that when an employee is injured while traveling in response to or as a result of a recall and he or she sustains an injury during such period, the said injuries shall be considered as a compensatory injury for all purposes under this agreement.

14. LONGEVITY

- a. Each employee of the Department of Public Works, of the Borough of Dumont hired prior to January 1, 1990 may be entitled to receive the longevity payment of two (2%) of his salary after each four (4) years of continuous service, up to a maximum of twelve (12%).
- b. It is the understanding of the parties that longevity is to be eliminated for all new employees, and no employee hired after January 1, 1990 be entitled to longevity.

15. CLOTHING ALLOWANCE

- a. Each employee, except the secretary, shall receive, during the term of this agreement the following clothing:
 - 1. Every two (2) years, each employee shall receive five (5) sets of shirts and pants, one (1) winter jacket and two (2) lightweight jackets.
 - 2. In January, on an annual basis, no later than March 1, each employee shall receive two hundred eighty dollars (\$280.00) which is to be used to purchase two (2) pairs of work shoes.
 - 3. The borough shall supply two (2) pairs of gloves, foul weather gear, safety rubber boots as needed and approved safety vest.

4. Adjustments in the items to be provided pursuant to section 15a(1) and 15a(2) may be made with the approval of the DPW Superintendent in the employee.
 5. The Present Practice of Laundry Service for the Cleaning of Uniform Shall Be Maintained Unless the Borough undertakes a purchase program.
 6. The Borough requires all full-time DPW staff to have a valid CDL license for the operation of Borough owned equipment. The Borough agrees to reimburse employees for the cost of obtaining and renewing a valid CDL license.
- b. If the employer decides to change the uniform or any part of the uniform, it shall provide any such changed items at no cost to the employees.
 - c. Any employee's uniform or personal equipment which are required by him in his capacity as a member of the Department of Public Works, which may be damaged during the course of his employment, will be replaced at the expense of the Employer, except where such damage is caused by the negligence of the employee. The replacement of clothing and personal equipment shall be subject to the approval of the Department of Public Works Superintendent. Any payments made for replacement clothing shall be in addition to the employee's annual clothing allowance referred to in this agreement, and shall be made to the employee within thirty 30 days from the reporting of the damage or loss by the employee.
 - d. All clothing which the employer is obligated to provide shall be distributed to the employees during the month of June.
 - e. Employees are required to wear the uniform/equipment/gear provided by the Borough. Failure to wear such uniform/equipment/gear shall result in disciplinary action against the employee up to and including termination.

16. VACATIONS

- a. Vacation program as set forth in Appendix "B" shall be maintained during the term of this agreement.
- b. When in any calendar year, vacation or any part thereof is not granted, such vacation time shall accumulate and shall be granted during the next succeeding year only, or, by mutual agreement of the employer and employee, may be compensated by money payment thereof.
- c. If an employee is on vacation and becomes sufficiently ill as to require inpatient hospitalization, he may have such period of illness and post hospital recuperation charged against available sick

leave at his option or upon proof of hospitalization and a physician certification.

- d. If an official holiday occurs during employees authorized vacation, he would be entitled to an additional vacation day in lieu of the holiday. So long as he/she have not taken said holiday into account as to their vacation request.
- e. Vacation shall be selected on a rotating seniority basis. The employer will provide each employee with a written statement of accrued vacation time no later than January 31 of each year.
- f. Due to manpower issues and the ability for the Borough to conduct the necessary operations to its residents, the following manpower limitations will be followed:
 - (a) January 1 to October 31, 3 truck driver/laborers, 2 equipment operators and 1 mechanic may be on vacation at one time.
 - (b) November 1 to December 19 only 1 employee may be on vacation at one time.
 - (c) Requests for single vacation days must be made in writing at least 5 days prior to the requested day, unless authorized.

17. HOLIDAYS

- a. All employees will be entitled to and will receive fourteen (14) holidays per year which, if worked, entitle the employee to the appropriate pay for each holiday.
- b. The holiday shall be set forth in Appendix "C".
- c. In addition to the regular paid holidays, the employee covered under this agreement shall be entitled to such other holidays as may be declared from time to time by the governing body for any all other employer employees, to be taken at any time mutually convenient to the parties. This is not be construed to cover snow days or the closings of the municipal building caused by unusual circumstances.
- d. So long as he/she have not taken said holiday into account as to their vacation request.
- e. Washington's Birthday will be changed to President's Day. Election Day will be considered a work day unless stipulated by the Mayor and Council. The day after Thanksgiving will be considered a work day unless otherwise stipulated by the Mayor and Council.

18. PERSONAL LEAVE

- a. In an effort to prevent undue hardship two employees who must be absent from work to attend urgent personal business, each employee in the DPW Association shall be entitled to five (5) personal days leave without deductions in salary. Such leave shall not be cumulative. The amount of personal days will be reduced from five (5) to three (3) days for all employees hired after January 1, 2010.
- b. The intent of the Borough is that these days be used for urgent personal business which cannot be intended to be conveniently on a date or time other than a workday. These days are not to be considered an extension of time when used for sick leave purposes.
- c. Requests for personal leave shall be submitted to the Superintendent of Public Works. Said request shall state the reason or reasons for leave and shall be in writing.
- d. The Superintendent of Public Works shall approve or deny the request for leave.
- e. In no event shall personal leave be taken immediately prior to or subsequent to a holiday or vacation unless:
 1. In extenuating circumstances leave may be granted by the Superintendent, however, denial of the day shall not be grievable.
- f. Any undue hardship caused by circumstances beyond the control of the employee and not covered by this article may be reviewed by the Superintendent upon the request of the employee. The Superintendent may grant an adjustment of leave beyond the terms of this article, only under exigent circumstances and the granting or denial of such shall not be subject to the grievance procedure and with the approval of the Borough Administrator.
- g. During leaf season, only 1 personal day per employee may be used.

19. SICK LEAVE AND TERMINAL LEAVE

- a. Sick Leave is hereby defined to mean the absence from his or her post of duty caused a by personal disability due to illness or because he or she has been excluded from work by the Borough medical authorities on account of a contagious disease.
- b. All permanent full time employees covered by this agreement shall be granted sick leave with pay as set forth in Appendix "D".
- c. Sick leave not taken shall accumulate from year-to-year with a maximum of one hundred sixty (160) days in the aggregate. Upon retirement or disability, in addition to any other benefits herein, and

employee shall be compensated for his accumulated sick days at his then exiting rate of pay. Any employee hired on or after 1/1/09 will cap out at \$15,000 for terminal leave (unused sick time). Payment of accumulated sick day shall be done on a scheduled basis similar to normal payroll procedure. Payment shall not be made in one lump sum.

- d. The employer will provide each employee with a written statement of accumulated sick leave no later than each January 31 of each year.

All employees hired on or after January 1, 2010 shall be governed by the following sick leave (an amendment to Appendix D and (b)):

Up to six (6) months	No sick leave
Six (6) months to one (1) year	One (1) working day per month of employment, not to exceed six (6) working days
No less than one (1) year to five (5) years	Ten (10) working days
No less than five (5) years to Ten (10) years	Twelve (12) working days
Ten (10) or more years	Fifteen (15) working days

20. PERFORMANCE OF LEGAL RESPONSIBILITIES

Leave for the performance of a civic duty in serving as a juror in any court shall be granted, provided a letter confirming the jury service is provided to the Superintendent. Employee shall be compensated for jury service at a rate equal to his or her normal pay minus any payment received for said service.

21. WORK INCURRED INJURY

- a. Where and employee covered under this agreement suffers a work connected injury or disability, the employer shall continue the employee at full pay, during the continuance of such employees inability to work or disability for a period of up to thirty (30) working days. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation Act shall be paid over to the employer.

- b. Employee shall be required to present evidence by a certificate of the responsible physician that he is unable to work and, the Mayor and Council may reasonably require the said employee to present such certificate from time to time. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or 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 the Division of Workers Compensation establishing such further period of disability in such findings by the Division of Worker's Compensation, or by the final decision of the last review court, shall be binding upon the parties.
- c. For the purpose of this article, injury or illness incurred while the employees attending a sanctioned training program shall be considered in the line of duty.
- d. In the event a dispute arises as to whether an absence shall be computed with designated as sick leave or is injury on duty, the parties agree to be bound by the decision of the appropriate workers compensation judgment, or if there is an appeal there from, the final decision of the last reviewing court.
- e. An injury on duty requiring time off for treatment, recuperation rehabilitation, shall not be construed as sick leave or sick leave occasion under the terms of the sick leave policy here to force mutual fund between the parties.

22. BEREAVEMENT LEAVE

- a. Each full-time employee shall receive three (3) days with pay for death in the immediate family, members being; wife, husband, child, father, mother, sister, brother, grandparents of employees or their spouse and such other relations as may be approved by the Superintendent and or the Borough Administrator.
- b. Bereavement leave is to be taken at the time of occurrence and said days shall not affect on employee's vacation or sick leave. The Administrator or his/her designee may grant additional bereavement days for special circumstances.

23. LEAVE OF ABSENCE

- a. All permanent full-time employees covered by this agreement may be granted a leave of absence without pay, for a period not to exceed ninety (90) working days.
- b. The employee shall submit, in writing, all the facts bearing on the request to his or her supervisor who may append his recommendations in for the request to the Borough Council/ Borough Administrator. To Borough Council /Borough Administrator may consider each case on its merits and without establishing a precedent and the decision shall be Non-grievable/arbitrable.
- c. The leave may be subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and appropriate by the employer. Normally, you will be granted only when the employee has used his accumulated sick leave and vacation leave, in the case of illness, or vacation leave, if leave without pay is requested for reasons other than illness.
- d. At the expiration of such leave cover the employee shall return to the same position held before the leave of absence was granted at the same rate of pay and benefits which were enjoyed before the granting of the said leaves.
- e. The Employer reserves the right to hire temporary employees replace those employees on leave of absence.

24. MEDICAL COVERAGE AND HEALTH INSURANCE

- a. The Employer will continue the medical coverage and health insurance benefits which are presently being provided to Association employees.
- b. The Employer will continue to provide a full dental plan, including orthodontics, under individual or family plan, whichever is applicable to the prospective employee.
- c. The Employer reserves the right to select and to change the carrier or provider of any medical coverage, health insurance and/or dental plan. In the event of any change of carrier, the benefits will not be less than the benefits presently provided to Association employees.
- d. As a result of this agreement, the Employer will no longer be the sole provider toward the payment of health coverage. The present practice with regards to payment of these insurance premiums will be maintained by the Employer and the Association in the following manor:

- e. Effective January 1, 2010, all employees shall contribute one percent (%) and not to exceed fifty five dollars (\$55.00) in monthly payments towards health care coverage.
- f. All increases in premium during the term of this agreement shall be borne entirely by the Employer.

25. POSTING

All new and vacant positions shall be posted on the Association bulletin board for a period of one (1) week.

26. BULLETIN BOARD

- a. The employer will supply one (1) bulletin board for the use of the Association to be placed in conspicuous location.
- b. The bulletin board shall be for the use of the Association for posting of notices and bulletins pertaining to the Association.
- c. No matter may be posted without receiving permission of the Association representative. Any bulletins deemed detrimental to operations may be rejected for posting, however, permission for posting shall not be unreasonably withheld.

27. PERSONNEL FILES

- a. As a personal history file shall be established and maintained for each employee covered by this agreement. Personal history files or confidential records and shall be maintained in the office of the Borough Clerk/administrator or other offices designated by the Mayor and Council.
- b. An employee may, by appointment, review his personal file.
- c. Whenever a written complaint concerning employees are made a copy shall be included in his or her personal file, a copy shall be made available to the employee. The employee shall have the right to comment in writing concerning the complaint, have same attached to the complaint, and have same placed in the personal file.
- d. All personal history files will be carefully maintained and safeguard permanently. Nothing placed in any files shall be removed therefrom.

28. MILITARY LEAVE

Military leave for employees training or serving with the National Guard of the Armed Forces of the United States will be granted in accordance with the law applied to such cases. Such service will not affect seniority.

29. GRIEVANCE PROCEDURE

- a. The purpose of this procedure is to secure, at the lowest possible level, and expeditious and equitable resolution to the problems which may arise affecting the terms and conditions of this agreement. Where applicable, the parties encourage informal settlement of the issues to discussion with the immediate supervisors.
- b. Nothing contained herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Borough, and having the grievance adjusted without the intervention of the Association.
- c. The term "Grievance" as used herein means any controversy arising over the interpretation, and equitable application or violation of any of the provisions of this agreement.
- d. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any Step is waived by mutual consent. Working days" as referred to here in, shall mean Monday through Friday whether the employee works the day(s) or not.
 - (1) Step One - In the event that an employee covered by this agreement has a grievance, within five (5) working days of the occurrence of the event being grieved the employee's issue shall be discussed informally with the Superintendent. The Superintendent shall decide the grievance within five (5) working days after the grievance is first presented to him.
 - (2) Step Two - If no satisfactory resolution of the grievance is reached at Step One, within five (5) working days, the grievance shall be presented, in writing to the Borough Administrator since the DPW Committee will hear the grievance in Step 3 if not resolved DPW Committee. The Borough Administrator Committee shall render a decision within fifteen (15) days after the grievance was first presented to the Administrator Committee. The Administrator will keep the DPW committee apprised of the issues. Since the DPW Committee will be involved in step three of this grievance I believe that it should be presented to the Borough Administrator for resolution.
 - (3) Step three - If no satisfactory resolution of the grievance is reached at Step Two than within five (5) working days, the grievance shall be

presented, in writing, to the Mayor and Council. Mayor and Council shall render a decision within fifteen (15) days after the grievance was first presented to them.

(4) Arbitration

- a. If no satisfactory resolution of the grievance is reached at Step Three, within five (5) working days the grievance shall be referred to the Public Employee Relations Commission for selection of an arbitrator to decide issue or issues. The decision of the Arbitrator shall be final and binding upon the parties. The cost of the Arbitrator shall be shared equally between the parties.
- b. The arbitrator shall have no authority to add to, or subtract from, the agreement interpreting the same. Level Four grievances may only be filed by the Association.

30. DISCIPLINE

- A. An employee may be properly disciplined for violation of established rules or regulations. An employee may be discharged for just cause, subject to, and pursuant to applicable State Law.
- B. In the event of any dissatisfaction with disciplinary matters, the employee shall follow the normal grievance procedures.

32. SAVING CLAUSE

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

33. MISCELLANEOUS

In the event an employee, who is a member of this Association, is also a member of any municipal voluntary organization (e.g. Ambulance Corp., Fire Department etc.) and is unable to report to work at his or her scheduled time (or is unable to report at all) because of his duties as a volunteer, he shall notify his immediate supervisor as soon as he is reasonably able to do so. No such members shall be penalized in any manner as a result of his volunteer status. He/she shall be paid for such lost time as though he or she had reported to work, as in fact, did work his or her scheduled shift. It is understood that such volunteer shall report to work as soon as his or her volunteer duty has been completed unless he or she is physically unable to do so as a result of such duty.

The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof.

34. SAFETY AND HEALTH

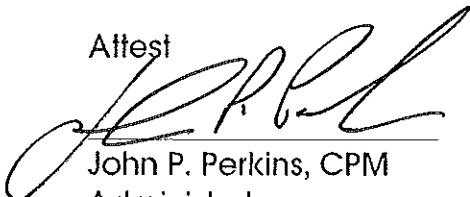
The employer shall at all times, maintain existing working conditions to ensure maximum safety for all employees and shall provide employees with appropriate equipment and devices toward that end.

35. SENORITY

Traditional principles of seniority shall apply to employees covered by this agreement. Such principles shall apply to layoff, recall, transfer, and any other similar acts. Seniority is defined to mean the cumulative length of continuous service with the Department. Time in service by date of appointment shall apply. Employee's length of service shall not be reduced by time lost due to absence from his employment as a result of a bona fide "on the job" illness or injury certified by a physician appointed by the Borough. Said provisions shall apply for a period not to exceed one (1) year. It is recommended that seniority to be reduced by periods of discipline.

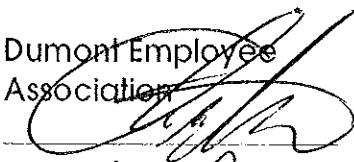
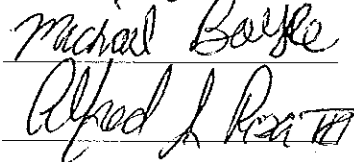
The terms of this agreement shall be from January 1, 2010 through December 31, 2013, IN WITNESS THEREOF, the parties hereto, have entered their hands and seals.

Attest

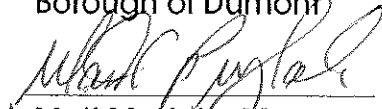

John P. Perkins, CPM
Administrator

Date: 4/2/10

Dumont Employee
Association


Michael Boyle

Alfred J. Rosen

Borough of Dumont


Matt McHale, Mayor

Date: 4/21/2010

Date: MARCH 19 2010

Date: MARCH 19 2010

Date: MARCH 19, 2010

APPENDIX "A"

Beginning January 1, 2010 through December 31, 2010, Association employees or to receive 3.5 percent increase in their salary.

Beginning January 1, 2011 through December 31, 2011, Association employees or to receive 3.5 percent increase in their salary.

Beginning January 1, 2012 through December 31, 2012, Association employees or to receive 3.5 percent increase in their salary.

Beginning January 1, 2013 through December 31, 2013, Association employees or to receive 3.5 percent increase in their salary.

STEP GUIDE: This Guide covers those hired after January 1, 2010

	<u>2010</u>	<u>2011</u>	<u>2012</u>
After One Year	\$29,000	\$30,160	\$31,366
After Three Years	\$37,210	\$38,698	\$40,246
After Five Years	\$43,412	\$45,148	\$46,954
After Eight Years	\$49,614	\$51,599	\$53,633

Newly hired employees salary will start at \$23,000 (\$25,500 with CDL)

Employees are eligible for the borough's guide will also receive a percentage increases given annually. The above step will reflect the annual increases.

Those driver/laborers that reach their 10th, 12th and 14th years will receive an additional \$500.00. per year.

APPENDIX "B"

VACATIONS

PERIOD OF EMPLOYMENT

VACATION WITH PAY

Less than six (6) months	None
Six (6) months to one (1) year	5 Working days
One (1) year to five (5) years	10 working days
Five (5) years to five (10) years	15 working days
ten (10) years to 15 years	20 working days
16 years	21 working days
17 years	22 working days
18 years	23 working days
19 years	24 working days
20 years	25 working days

Vacation days will be capped at 20 days maximum for new hires

Less than six months	None
7 months to 1 year	5 working days
2 years to 7 years	10 working days
8 years to 15 years	12 working days
16 years to 18 years	15 working days
19 years to 25 years	18 working days
26 years and over	20 working days

The Borough reserves the right to deny vacation request during any period of time due to manpower needs and/or specific responsibilities of employee seeking vacation time off.

Eligibility for vacation shall be computed as of the first day of the month in which the employee was hired.

In employee entitled to vacation pay must request to be granted such pay prior to taking the same provided such employee shall give at least two weeks notice to the Borough Clerk as well as the Chief Financial Officer, prior to the pay period preceding said vacation.

APPENDIX "C"

HOLIDAYS

New Year's Day

Martin Luther King Day

Lincoln's birthday

Presidents' Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Armistice Day

Thanksgiving Day

and the day after, if it is declared by the Governor as a holiday for state employees*****At the discretion of the Mayor and Council

Christmas Day

APPENDIX "D"

Sick leave with pay is defined to mean and necessary absence from duty due to illness or injury.

Each employee is entitled to sick leave as follows:

<u>PERIOD OF EMPLOYMENT</u>	<u>SICK LEAVE WITH PAY</u>
Up to six (6) months	0 sick leave
Six (6) months to one (1) year	one working day/month of employment
No less than one year to five years	10 working days
No less than five years to 10 years	15 working days
No less than 10 years to 15 years	20 working days
15 or more years	25 working days

Employees hired on or after 1/1/09 will be entitled to the following sick leave:

<u>PERIOD OF EMPLOYMENT</u>	<u>SICK LEAVE WITH PAY</u>
Up to six (6) months	0 sick leave
Six (6) months to one (1) year	one (1) working day per month of employment not the exceed five (5) days
One (1) years to five (5) years	ten (10) days
Five (5) years to ten (10) years	Twelve (12) days
Over ten (10) years	Fifteen (15) years

Addendum to Appendix "A"

DPW Salary Guide for those hired before January 1, 2010

	<u>2010</u> 3.5%	<u>2011</u> 3.5%	<u>2012</u> 3.5%	<u>2013</u> 3.5%
<u>Truck Driver/Laborer</u>				
After 1 year	33,376.27	34,544.44	35,753.49	
After 3 years	40,053.15	41,455.01	42,905.94	
After 5 years	46,728.87	48,364.38	50,057.13	
After 8 years	53,404.59	55,273.75	57,208.33	
Truck Driver/Laborer/Mason	55,904.50	57,861.16	59,886.30	
Truck Driver/Laborer/Arborist	47,000.00	48,645.00	50,347.58	
Equipment Operator	70,881.66	73,362.52	75,930.21	
Mechanic, Sr.	76,063.12	78,725.33	81,480.72	
Mechanic, Jr.	66,000.00	68,310.00	70,700.85	

COLLECTIVE BARGAINING AGREEMENT

BOROUGH OF DUMONT

AND

DUMONT PUBLIC WORKS SUPERINTENDENT

AND

FOREMEN

JANUARY 1, 2010 THROUGH DECEMBER 31, 2013

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AGREEMENT

THIS AGREEMENT, made as of the 1st day of January 2010 by and between the Borough of Dumont, a body politic and corporate in law, hereinafter referred to as "employee" and the DEPARTMENT PUBLIC WORKS superintendent and FORMEN, hereinafter referred to as the "SUPERVISORS" for a period of four (4) years expiring December 31, 2013. Whereas the Employer and the Supervisors recognized that will be to the benefit of both to promote mutual understanding and Forster 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, obligations and undertakings stated herein, is agreed as the following:

1. EMPLOYEE'S BASIC RIGHTS.

Pursuant to P.L. 1998c303 (N.J.S.A.13a34-1 et seq.) the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Supervisors 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 Law of the State of New Jersey, that Employer undertakes and agrees that it shall not, directly or indirectly, discouraged, deprive coerce any employee covered by this agreement in the enjoyment of any rights conferred by P.L. 1968c303, or other Laws of New Jersey or the United States it shall not discriminate against any such employee, wages or any terms or conditions of employment by reason of his membership in the Supervisors and its affiliates, collective negotiations with the Employer, the institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms and conditions of employment as prescribed by the New Jersey Statutes.

2. SUPERVISORS RECOGNITION

- a. The Employer recognizes the Supervisors as the exclusive representative for the purpose of collective negotiations with respect to all negotiable items of employment for all employees covered by this agreement. The following DPW employees are specifically excluded from the provisions of this agreement: Non-supervisory Public Works employees.

3. EXISTING LAW

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

4. SUPERVISORS REPRESENTATIVES

- a. The Employer recognizes the right of the Supervisors to designate two (2) representatives of their Supervisors for the enforcement of this agreement. The Supervisors shall advise the Borough, in writing, on or before January 15 of each year of the Agreement the names and addresses of two (2) designated representatives and notify the Borough of any changes during the year.
- b. The authority of the representative so designated by the Supervisors shall be limited to, and shall not exceed the following duties:
 - (1) The presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - (2) The transmission of such messages and information which shall originate with, and are authorized by the Supervisors or its officers.
 - (3) In the event that an arbitrator demands that hearings be conducted during working hours, designated Supervisors Representatives will be granted time off with pay to attend such hearings.
 - (4) The designated Supervisors representative shall be granted time with pay during regular working hours, not to exceed ten(10) hours per month to settle grievances for Supervisors members, unless said time off interferes with the operation of the Department".

6. MAINTENANCE OF WORK OPERATION

- a. Consistent with law and with the terms of this agreement, each of the parties hereto, agree that they will fulfill obligations to one another and further agree that they shall not interfere with the operation of the Employer for the operation of the Supervisors Representatives.
- b. Nothing contained in this agreement shall be construed to limit or restrict the Employer or the Supervisors in their right to seek and obtain such judicial or administrative relief as they may be entitled to have in law or equity for injunction or damages or both in the event of a breach of the Employer or its agents or by the Supervisors or its agents.

- c. The employer agrees that it will not lock out its employees and the Supervisors agree that it will not authorize any strike, sickout, stoppage of operations or any other interference with the department".

7. PRESERVATION OF RIGHTS

- a. The employer hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:
 - (1) To the executive management and administrative control of the Employer Government, its properties and facilities the activities of its employees;
 - (2) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - (3) To suspended, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for just cause according to law.
- b. Nothing contained herein, shall be construed to deny or restrict the Employer or its rights, responsibilities and authority, under Titles 11A of the New Jersey Statutes, 40 and 40A of the New Jersey Statutes, N.J.S.A. 34:3A-1, or any other national, state, county or other applicable laws.
- c. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Supervisors representative before they are established, so long as the working conditions are negotiable under the law.

8. DATA FOR FUTURE BARGAINING

- a. The Employer agrees to make available to the Supervisors all relevant data at the Supervisors may require to bargain collectively, providing the same is not of a confidential nature.

9. SALARIES

The base annual salaries shall be set forth in Appendix "A". Any monies due employees by virtue of this clause shall be paid as soon after the execution of this agreement as practicable. For the purpose of this section, the Borough and the Supervisors agree on an annual increase of 3.5% of the base salary for the members for the term of the four (4) year agreement.

10. WORK DAY, WORK WEEK & OVERTIME

- a. Each Supervisor should work an eight (8) hour day, during which period a fifteen (15) minute coffee break and a forty-five (45) minute lunch shall be provided. The normal work day shall be eight (8) paid hours, including a paid fifteen (15) minute coffee break, plus an unpaid forty-five (45) minute meal.
- b. Work in excess of forty (40) hours per week shall be overtime. Overtime for the purposes of Foremen is identified as work as it relates to plowing assignments and jobs other than setting up for a job after the regularly scheduled work day. The superintendent is not subject to overtime.
- c. Over time shall be equally distributed among Foremen as is reasonably practicable among those capable of performing the work to be done. Assignment of overtime shall be subject to the superintendent's discretion.
- d. In the event of a job action by members of the Supervisors, the employer shall have the right to replace DPW Supervisors with outside personnel.
- e. The employer reserves the right to introduce a time clock to the operation of the DPW.
- f. If Supervisors are required to work after midnight during a snowstorm or other emergency, then for each hour worked after midnight, such employee will report to work one (1) hour for each hour worked later than they are regularly scheduled to start work
- g. During an emergency situation, if a Supervisor works in excess of six (6) consecutive hours, employer shall provide an appropriate meal time at a mutually agreed upon location as follows:

Breakfast	- not to exceed \$7.00
Lunch	- not to exceed \$10.00
Dinner	- not to exceed \$15.00

11. HOURLY RATE

To compute the base hourly rate of a Supervisor, is annual base salary shall be divided by 2080 hours.

12. RECALL

- a. Any Foreman who was called back to work after his regular eight (8) hours of work will be compensated at a time and one half with the minimum guarantee of two hours worked or pay in lieu thereof. So long as a callback is not contiguous to the foremen's regular work shift. Overtime will not begin until the regular work shift has been completed, i.e. 3:30pm. The borough reserves the right to work the employee(s) for the full two (2) hours. Authorized overtime for Sundays and holidays will be calculated at double-time.
- b. The parties agree that when a Supervisors injured while traveling in response to or as a result of a recall and he or she sustains an injury during such period, the said injuries shall be considered as a compensatory injury for all purposes under this agreement.
- c. When a foreman is requested to respond to a scene by the police or a DPW employee and the time out does not reach the minimum for call back pay, the foreman will be compensated with comp. time in blocks of fifteen minutes increments.

13. LONGEVITY

- a. Each Supervisor of the Department of Public Works, of the Borough of Dumont hired prior to January 1, 1990 may be entitled to receive the longevity payment of two (2%) of his salary after each four (4) years of continuous service, up to a maximum of twelve (12%).
- b. It is the understanding of the parties that longevity is to be eliminated for all new employees, and no employee hired after January 1, 1990 be entitled to longevity.

14. CLOTHING ALLOWANCE

- a. Each employee, except the secretary, shall receive, during the term of this agreement the following clothing:
 1. Every two (2) years, each employee shall receive five (5) sets of shirts and pants, one (1) winter jacket and two (2) lightweight jackets.

2. In January, on an annual basis, no later than March 1, each employee shall receive two hundred eighty dollars (\$280.00) which is to be used to purchase two (2) pairs of work shoes.
 3. The borough shall supply two (2) pairs of gloves, foul weather gear, safety rubber boots as needed and approved safety vest.
 4. Adjustments in the items to be provided pursuant to section 15a(1) and 15a(2) may be made with the approval of the DPW Superintendent.
 5. The Present Practice of Laundry Service for the Cleaning of Uniform Shall Be Maintained Unless the Borough undertakes a purchase program.
 6. The Borough requires all full-time DPW staff to have a valid CDL license for the operation of Borough owned equipment. The Borough agrees to reimburse employees for the cost of obtaining and renewing a valid CDL license.
- b. If the employer decides to change the uniform or any part of the uniform, it shall provide any such changed items at no cost to the employees.
 - c. Any employee's uniform or personal equipment which are required by him in his capacity as a member of the Department of Public Works, which may be damaged during the course of his employment, will be replaced at the expense of the Employer, except where such damage is caused by the negligence of the employee. The replacement of clothing and personal equipment shall be subject to the approval of the Department of Public Works Superintendent. Any payments made for replacement clothing shall be in addition to the employee's annual clothing allowance referred to in this agreement, and shall be made to the employee within thirty 30 days from the reporting of the damage or loss by the employee.
 - d. All clothing which the employer is obligated to provide shall be distributed to the employees during the month of June.
 - e. Employees are required to wear the uniform/equipment/gear provided by the Borough. Failure to wear such uniform/equipment/gear shall result in disciplinary action against the employee up to and including termination.

15. VACATIONS

- a. Vacation program as set forth in Appendix "B" shall be maintained during the term of this agreement.
- b. When in any calendar year, vacation or any part thereof is not granted, such vacation time shall accumulate and shall be

granted during the next succeeding year only, or, by mutual agreement of the employer and employee, may be compensated by money payment thereof.

- c. If an employee is on vacation and becomes sufficiently ill as to require inpatient hospitalization, he may have such period of illness and post hospital recuperation charged against available sick leave at his option or upon proof of hospitalization and a physician certification.
- d. If an official holiday occurs during employees authorized vacation, he would be entitled to an additional vacation day in lieu of the holiday. So long as he/she have not taken said holiday into account as to their vacation request.
- e. Vacation shall be selected on a rotating seniority basis. The employer will provide each employee with a written statement of accrued vacation time no later than January 31 of each year.
- f. Due to manpower issues and the ability for the Borough to conduct the necessary operations to its residents, the following manpower limitations will be followed:
 - (a) January 1 to October 31, 3 truck driver/laborers, 2 equipment operators and 1 mechanic may be on vacation at one time.
 - (b) November 1 to December 19 only 1 employee may be on vacation at one time.
 - (c) Requests for single vacation days must be made in writing at least 5 days prior to the requested day, unless authorized.

16. HOLIDAYS

- a. All employees will be entitled to and will receive fourteen (14) holidays per year which, if worked, entitle the employee to the appropriate pay for each holiday.
- b. The holiday shall be set forth in Appendix "C".
- c. In addition to the regular paid holidays, the employee covered under this agreement shall be entitled to such other holidays as may be declared from time to time by the governing body for any all other employer employees, to be taken at any time mutually convenient to the parties. This is not be construed to cover snow days or the closings of the municipal building caused by unusual circumstances.
- d. So long as he/she have not taken said holiday into account as to their vacation request.
- e. Washington's Birthday will be changed to President's Day. Election Day will be considered a work day unless stipulated by the Mayor and Council. The day after Thanksgiving will be considered a work day unless otherwise stipulated by the Mayor and Council.

17. PERSONAL LEAVE

- a. In an effort to prevent undue hardship two employees who must be absent from work to attend urgent personal business, each DPW Supervisor shall be entitled to five (5) personal days leave without deductions in salary. Such leave shall not be cumulative. The amount of personal days will be reduced from five (5) to three (3) days for all employees hired after January 1, 2010.
- b. The intent of the Borough is that these days be used for urgent personal business which cannot be intended to be conveniently on a date or time other than a workday. These days are not to be considered an extension of time when used for sick leave purposes.
- c. Requests for personal leave shall be submitted to the Superintendent of Public Works. Said request shall state the reason or reasons for leave and shall be in writing.
- d. The Superintendent of Public Works shall approve or deny the request for leave.
- e. In no event shall personal leave be taken immediately prior to or subsequent to a holiday or vacation unless:
 1. In extenuating circumstances leave may be granted by the Superintendent, however, denial of the day shall not be grievable.
- f. Any undue hardship caused by circumstances beyond the control of the employee and not covered by this article may be reviewed by the Superintendent upon the request of the employee. The Superintendent may grant an adjustment of leave beyond the terms of this article, only under exigent circumstances and the granting or denial of such shall not be subject to the grievance procedure and with the approval of the Borough Administrator.
- g. During leaf season, only 1 personal day per employee may be used.

18. SICK LEAVE AND TERMINAL LEAVE

- a. Sick Leave is hereby defined to mean the absence from his or her post of duty caused a by personal disability due to illness or because he or she has been excluded from work by the Borough medical authorities on account of a contagious disease.

- b. All permanent full time employees covered by this agreement shall be granted sick leave with pay as set forth in Appendix "D".
- c. Sick leave not taken shall accumulate from year-to-year with a maximum of one hundred sixty (160) days in the aggregate. Upon retirement or disability, in addition to any other benefits herein, and employee shall be compensated for his accumulated sick days at his/her then exiting rate of pay. Any employee hired on or after 1/1/09 will cap out at \$15,000 for terminal leave (unused sick time). Payment of accumulated sick day shall be done on a scheduled basis similar to normal payroll procedure. Payment shall not be made in one lump sum.
- d. The employer will provide each Supervisor with a written statement of accumulated sick leave no later than each January 31 of each year.

20. PERFORMANCE OF LEGAL RESPONSIBILITIES

Leave for the performance of a civic duty in serving as a juror in any court shall be granted, provided a letter confirming the jury service is provided to the Superintendent. Employee shall be compensated for jury service at a rate equal to his or her normal pay minus any payment received for said service.

21. WORK INCURRED INJURY

- a. Where an employee covered under this agreement suffers a work connected injury or disability, the employer shall continue the employee at full pay, during the continuance of such employee's inability to work or disability for a period of up to thirty (30) working days. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation Act shall be paid over to the employer.
- b. Employee shall be required to present evidence by a certificate of the responsible physician that he is unable to work and, the Mayor and Council may reasonably require the said employee to present such certificate from time to time. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or 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 from the Division of Workers Compensation establishing such further period of disability in such

findings by the Division of Worker's Compensation, or by the final decision of the last review court, shall be binding upon the parties.

- c. For the purpose of this article, injury or illness incurred while the employees attending a sanctioned training program shall be considered in the line of duty.
- d. In the event a dispute arises as to whether an absence shall be computed with designated as sick leave or is injury on duty, the parties agree to be bound by the decision of the appropriate workers compensation judgment, or if there is an appeal there from, the final decision of the last reviewing court.
- e. An injury on duty requiring time off for treatment, recuperation, rehabilitation, shall not be construed as sick leave or sick leave occasion under the terms of the sick leave policy here to force mutual fund between the parties.

22. BEREAVEMENT LEAVE

- a. Each full-time employee shall receive three (3) days with pay for death in the immediate family, members being; wife, husband, child, father, mother, sister, brother, grandparents of employees or their spouse and such other relations as may be approved by the Superintendent and or the Borough Administrator.
- b. Bereavement leave is to be taken at the time of occurrence and said days shall not affect on employee's vacation or sick leave. The Administrator or his/her designee may grant additional bereavement days for special circumstances.

23. LEAVE OF ABSENCE

- a. All permanent full-time employees covered by this agreement may be granted a leave of absence without pay, for a period not to exceed ninety (90) working days.
- b. The employee shall submit, in writing, all the facts bearing on the request to his or her supervisor who may append his recommendations in for the request to the Borough Council/ Borough Administrator. To Borough Council /Borough Administrator may consider each case on its merits and without establishing a precedent and the decision shall be Non-grievable/arbitrable.
- c. The leave may be subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and appropriate by the employer. Normally, you will be granted only when the employee has used his accumulated sick leave and vacation leave, in the

case of illness, or vacation leave, if leave without pay is requested for reasons other than illness.

- d. At the expiration of such leave cover the employee shall return to the same position held before the leave of absence was granted at the same rate of pay and benefits which were enjoyed before the granting of the said leaves.
- e. The Employer reserves the right to hire temporary employees replace those employees on leave of absence.

24. MEDICAL COVERAGE AND HEALTH INSURANCE

- a. The Employer will continue the medical coverage and health insurance benefits which are presently being provided to Supervisors employees.
- b. The Employer will continue to provide a full dental plan, including orthodontics, under individual or family plan, whichever is applicable to the prospective employee.
- c. The Employer reserves the right to select and to change the carrier or provider of any medical coverage, health insurance and/or dental plan. In the event of any change of carrier, the benefits will not be less than the benefits presently provided to Supervisors employees.
- d. As a result of this agreement, the Employer will no longer be the sole provider toward the payment of health coverage. The present practice with regards to payment of these insurance premiums will be maintained by the Employer and the Supervisors in the following manor:
 - e. Effective January 1, 2010, all employees shall contribute one percent (%) and not to exceed fifty five dollars (\$55.00) in monthly payments towards health care coverage.
 - f. All increases in premium during the term of this agreement shall be borne entirely by the Employer.

25. POSTING

All new and vacant positions shall be posted on the Employee bulletin board for a period of one (1) week.

26. BULLETIN BOARD

- a. The employer will supply one (1) bulletin board for the use of the Supervisors to be placed in conspicuous location.

- b. The bulletin board shall be for the use of the Supervisors for posting of notices and bulletins pertaining to the Supervisors.
- c. No matter may be posted without receiving permission of the Supervisors representative. Any bulletins deemed detrimental to operations may be rejected for posting, however, permission for posting shall not be unreasonably withheld.

27. PERSONNEL FILES

- a. As a personal history file shall be established and maintained for each employee covered by this agreement. Personal history files or confidential records and shall be maintained in the office of the Borough Clerk/administrator or other offices designated by the Mayor and Council.
- b. An employee may, by appointment, review his personal file.
- c. Whenever a written complaint concerning employees are made a copy shall be included in his or her personal file, a copy shall be made available to the employee. The employee shall have the right to comment in writing concerning the complaint, have same attached to the complaint, and have same placed in the personal file.
- d. All personal history files will be carefully maintained and safeguard permanently. Nothing placed in any files shall be removed there from.

28. MILITARY LEAVE

Military leave for employees training or serving with the National Guard of the Armed Forces of the United States will be granted in accordance with the law applied to such cases. Such service will not affect seniority.

29. GRIEVANCE PROCEDURE

- a. The purpose of this procedure is to secure, at the lowest possible level, and expeditious and equitable resolution to the problems which may arise affecting the terms and conditions of this agreement. Where applicable, the parties encourage informal settlement of the issues to discussion with the immediate supervisors.
- b. Nothing contained herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Borough, and having the grievance adjusted without the intervention of the Supervisors.

- c. The term "Grievance" as used herein means any controversy arising over the interpretation, and equitable application or violation of any of the provisions of this agreement.
- d. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any Step is waived by mutual consent. Working days" as referred to here in, shall mean Monday through Friday whether the employee works the day(s) or not.
 - (1) Step One - In the event that an employee covered by this agreement has a grievance, within five (5) working days of the occurrence of the event being grieved the employee's issue shall discussed informally with the Superintendent. The Superintendent shall decide the grievance within five (5) working days after the grievance is first presented to him.
 - (2) Step Two - If no satisfactory resolution of the grievance is reached at Step One, within five (5) working days, the grievance shall be presented, in writing to the Borough Administrator since the DPW Committee will hear the grievance in Step 3 if not resolved DPW Committee. The Borough Administrator Committee shall render a decision within fifteen (15) days after the grievance was first presented to the Administrator Committee. The Administrator will keep the DPW committee apprised of the issues. Since the DPW Committee will be involved in step three of this grievance I believes that to should be presented to the Borough Administrator for resolution.
 - (3) Step three -If no satisfactory resolution of the grievance is reached at Step Two than within five (5) working days, the grievance shall be presented, in writing, to the Mayor and Council. Mayor and Council shall render a decision within fifteen (15) days after the grievance was first presented to them.
 - (4) Arbitration
 - a. If no satisfactory resolution of the grievance is reached at Step Three, within five (5) working days the grievance shall be referred to the Public Employee Relations Commission for selection of an arbitrator to decide issue or issues. The decision of the Arbitrator shall be final and binding upon the parties. The cost of the Arbitrator shall be shared equally between the parties.
 - b. The arbitrator shall have no authority to add to, or subtract from, the agreement interpreting the same. Level Four grievances may only be filed by the Supervisors.

30. DISCIPLINE

- a. An employee may be properly disciplined for violation of established rules or regulations. An employee may be discharged for just cause, subject to, and pursuant to applicable State Law.
- b. In the event of any dissatisfaction with disciplinary matters, the employee shall follow the normal grievance procedures.

32. SAVING CLAUSE

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

33. MISCELLANEOUS

In the event an employee, who is a member of the Supervisors, is also a member of any municipal voluntary organization (e.g. Ambulance Corp., Fire Department etc.) and is unable to report to work at his or she scheduled time (or is unable to report at all) because of his duties as a volunteer, he shall notify his immediate supervisor as soon as he is reasonably able to do so. No such members shall be penalized in any manner as a result of his volunteer status. He/she shall be paid for such lost time as though he or she had reported to work, as in fact, did work his or her scheduled shift. It is understood that such volunteer shall report to work as soon as his or her volunteer duty has been completed unless he or she is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof.

34. SAFETY AND HEALTH

The employer shall at all times, maintain existing working conditions to ensure maximum safety for all employees and shall provide employees with appropriate equipment and devices toward that end.

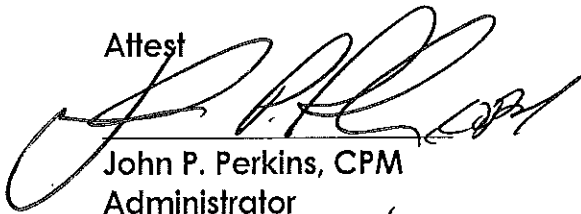
35. SENORITY

Traditional principles of seniority shall apply to employees covered by this agreement. Such principles shall apply to layoff, recall, transfer,

and any other similar acts. Seniority is defined to mean the cumulative length of continuous service with the Department. Time in service by date of appointment shall apply. Employee's length of service shall not be reduced by time lost due to absence from his employment as a result of a bona fide "on the job" illness or injury certified by a physician appointed by the Borough. Said provisions shall apply for a period not to exceed one (1) year. It is recommended that seniority to be reduced by periods of discipline.

The terms of this agreement shall be from January 1, 2010 through December 31, 2013, IN WITNESS THEREOF, the parties hereto, have entered their hands and seals.

Attest


John P. Perkins, CPM
Administrator

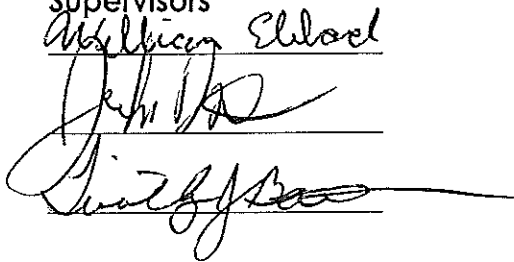
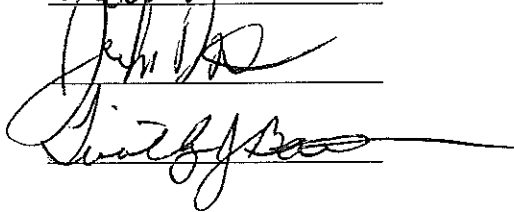
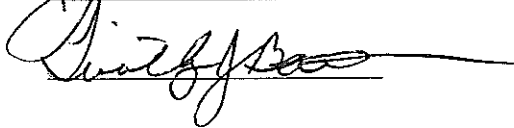
Date: 5/11/10

Borough of Dumont


Matt McHale, Mayor

Date: 5/11/2010

Dumont Employee
Supervisors

Date: 5-4-2010

Date: 5-4-2010

Date: 5-4-2010

APPENDIX "A"

Beginning January 1, 2010 through December 31, 2010, Supervisors will receive 3.5 percent increase in their salary.

Beginning January 1, 2011 through December 31, 2011, Supervisors will receive 3.5 percent increase in their salary.

Beginning January 1, 2012 through December 31, 2012, Supervisors will receive 3.5 percent increase in their salary.

Beginning January 1, 2013 through December 31, 2013, Supervisors will receive 3.5 percent increase in their salary.

Employees are eligible for the borough's guide will also receive a percentage increases given annually. The above step will reflect the annual increas

APPENDIX "B"

VACATIONS

PERIOD OF EMPLOYMENT

VACATION WITH PAY

Less than six (6) months	None
Six (6) months to one (1) year	5 Working days
One (1) year to five (5) years	10 working days
Five (5) years to five (10) years	15 working days
ten (10) years to 15 years	20 working days
16 years	21 working days
17 years	22 working days
18 years	23 working days
19 years	24 working days
20 years	25 working days

The Borough reserves the right to deny vacation request during any period of time due to manpower needs and/or specific responsibilities of employee seeking vacation time off.

Eligibility for vacation shall be computed as of the first day of the month in which the employee was hired.

Any employee entitled to vacation pay must request to be granted such pay prior to taking the same provided such employee shall give at least two weeks notice to the Borough Clerk as well as the Chief Financial Officer, prior to the pay period preceding said vacation.

APPENDIX "C"

HOLIDAYS

New Year's Day

Martin Luther King Day

Lincoln's birthday

Presidents' Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Armistice Day

Thanksgiving Day

and the day after, if it is declared by the Governor as a holiday for state employees*****At the discretion of the Mayor and Council

Christmas Day

APPENDIX "D"

Sick leave with pay is defined to mean and necessary absence from duty due to illness or injury.

Each employee is entitled to sick leave as follows:

<u>PERIOD OF EMPLOYMENT</u>	<u>SICK LEAVE WITH PAY</u>
Up to six (6) months	0 sick leave
Six (6) months to one (1) year	one working day/month of employment
No less than one year to five years	10 working days
No less than five years to 10 years	15 working days
No less than 10 years to 15 years	20 working days
15 or more years	25 working days