

Transitional Aid Application for Application Years CY 2010/SFY 2011
Division of Local Government Services
Department of Community Affairs

General Instructions: This application must be submitted in its entirety by July 16 (for CY 2010) and September 30 (for SFY 2011) for funding consideration under this program. Information contained in the application is subject to independent verification by DLGS. Refer to Local Finance Notice 2010-14 when preparing this application for specific instructions and definitions.

Name of Municipality:		Borough of Norwood		County:	Bergen
Contact Person:		Lorraine McMackin		Title:	Clerk/Administrator
Phone:	201-767-7200	Fax:	201-784-2270	E-mail:	lmcmackin@norwoodboro.org
Population:	5,751				

I. Aid History

List amount of Discretionary Aid (Extraordinary, Special Municipal, or Capital Cities) received for the last three years, if any:

Prior Year	Previous Year	Previous less one year
\$350,000	\$-0-	\$-0-

II. Aid Request for Application Year

Amount of aid requested for the Application Year:	\$350,000
--	------------------

An aid request does not constitute guarantee of receipt of any funds.

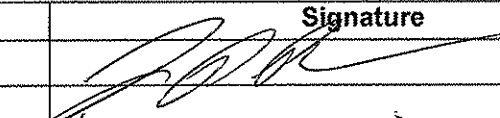

III. Submission Requirements

Without exception, the following items must be submitted with or prior to submission of this application. Indicate date of submission of each.

Item	Date Submitted to DLGS
Prior Year Annual Financial Statement	February 5, 2010
Previous Year Annual Audit	August 8, 2009
Previous Year Audit Corrective Action Plan	September 29, 2009
Application Year Introduced Budget	April 7, 2010
Budget documentation submitted to governing body	February 1, 2010

IV. Application Certification

The undersigned herewith certify that they have reviewed this application and, to the best of their ability, find its contents to be true and that it accurately portrays the circumstances regarding the municipality's fiscal practices and need for financial assistance. By submitting the application, the municipality acknowledges that the law provides that the decision of the Director regarding aid awards is final and not subject to appeal.

Official	Signature	Date
Mayor/Chief Executive Officer		7/14/10
Governing Body Presiding Officer		
Chief Financial Officer		7/14/10

V-A. Explanation of Need for Transitional Aid

Explain the circumstances that require the need for Transitional Aid in narrative form. Include factors that result in a constrained ability to raise sufficient revenues to meet budgetary requirements, and if such revenues were raised, how it would substantially jeopardize the fiscal integrity of the municipality. (See item B-5 in Local Finance Notice 2010-14 for details)

The Borough of Norwood's budget, as presently constituted, calls for a \$317 municipal tax increase on the average homeowner. This is on top of a \$185 municipal tax increase in 2009. This current year tax increase was originally \$371 but was reduced by the termination of two police officers and the implementation of five furlough days for all other Borough employees. In addition, most all operating expenses have been frozen at prior year's levels.

As a recipient of extraordinary aid in 2009, the Borough applied for and received a Tax Levy CAP Waiver of \$271,176 to sustain the already lean 2010 budget appropriations. The main issue is revenues. Surplus is again down from 2008 to 2009 in the amount of \$395,039, reducing the surplus to be utilized in the budget from \$500,000 to \$338,900. In addition, while maximizing all other local revenues, there is a reduction of \$109,636 from the 2009 anticipated local revenues.

While the Borough was able to balance the budget with the Tax Levy CAP Waiver, the increase to the taxpayers is 71% greater than 2009's increase, which is a real burden, especially to the seniors and economically challenged.

The proactive measures taken by the Mayor and Council are as follows:

1. Eliminated Mayor and Council stipend of \$250 - saved \$1,750.
2. Eliminated funds for conferences for Mayor and Council.
3. Borough hall is now closed on Fridays with extended hours Monday-Thursday.
4. No capital improvements since 2008.
5. 5 day furlough for all except police.
6. Elimination of 2 police officer positions.

V-B Alternate Eligibility Calculation

Complete this section only if Discretionary aid **was not** received in the prior year. If the requirements of this section are met, this application must also reflect that the criteria in Section B, items 2-7 of Local Finance Notice 2010-14 are met.

Part 1 calculates loss of equalized value. If there is a loss of *2% of equalized value*, the eligibility criteria is met and the rest of the form does not have to be completed.

If 2% the criteria is **not** met, continue with Part 2 to identify individual revenue losses (exclusive of State CMPTRA/ETR formula aid reductions) or specific, extraordinary appropriation increases (pursuant to Local Finance Notice 2010-14, Item B-8).

Part 1 – Eligibility of Value Loss	Current Year County Equalization Table County Apportionment (a)	Prior Year Director’s Table Equalized Value (b)	Decrease (c)
Equalized Value Reduction			
Percent of loss from prior year (c) divided by (b) as percent: If this exceeds 2%, stop and proceed to the next page.			

Part 2 – Demonstration of Revenue Loss/Substantial Cost Increase			
Complete Part 2 if eligibility was not met in Part 1. Show extraordinary revenue losses (exclusive of State CMPTRA/ETR aid reductions), but not as the aggregate of many revenue line items; or specific, extraordinary appropriations. Describe the item on the cell below each entry.			
Revenue or Appropriation	Prior Year Value	Current Year Value	Amount of Loss/Increase
Description:			
Description:			
Description:			
Description:			
Description:			
Description:			
Description:			
Description:			
Description:			

V-C Actions to reduce future need for aid

Detail the steps the municipality is taking to reduce the need for aid in the future. Include details about long-term cost cutting and enhanced revenue plans, impact of new development, potential for grants to offset costs, and estimated short and long-term annual savings. Use additional pages if necessary.

The residual impact of the layoff of two police officers will carryover to 2011, with an additional savings of approximately \$75,000 for which was paid in 2010 prior to termination. The Borough is also looking into a number of regionalization ideas with Northvale and Harrington Park as well as the ability to sell a couple of parcels of Borough property. As far as personnel is concerned, there are no plans to hire anyone or replace anyone who might leave. New contractual employees have not had a raise since 2008 and there are no immediate plans for any raises in the future.

At their Council meeting on July 7, 2010, the Mayor and Council passed a resolution to place a referendum question on the ballot this November to consolidate police departments with Harrington Park.

VI. Historical Fiscal Statistics

Item	Actual Previous Year	Actual Prior Year	Introduced Application Year
1. Property Tax/Budget Information			
Municipal tax rate	\$.383	\$.409	\$.452
Municipal Purposes tax levy	\$ 5,689,271	\$ 6,064,287	\$ 6,703,996
Municipal Open Space tax levy	\$ 148,754	\$ 148,035	\$ 148,391
Total general appropriations	\$ 8,476,968	\$ 8,696,849	\$ 8,963,011
3. Cash Status Information			
% Of current taxes collected	98.11 %	98.15 %	%
% Used in computation of reserve	98.49 %	98.38 %	98.38 %
Reserve for uncollected taxes	\$ 364,000	\$ 409,000	\$ 418,000
Total year end cash surplus	\$ 699,811	\$ 335,374	
Total non-cash surplus	\$ 180,000	\$ 186,640	
Year end deferred charges	\$ 180,000	\$ 186,640	
4. Assessment Data			
Assessed value (as of 7/1)	\$ 1,485,990,160	\$ 1,482,123,813	\$ 1,483,908,100
Average Residential Assessment	\$ 711,116	\$ 710,834	\$ 713,342
Number of tax appeals granted	27	35	
Amount budgeted for tax appeals	\$ -0-	\$ -0-	\$ -0-
Refunding bonds for tax appeals	\$ -0-	\$ -0-	\$ -0-
5. Full time Staffing Levels			
Uniformed Police - Staff Number	14	14	12
Total S&W Expenditures	\$ 1,942,903	\$ 1,965,221	\$ 1,847,588
Uniformed Fire - Staff Number			
Total S&W Expenditures	\$	\$	\$
All Other Employees - Staff Number	59	58	56
Total S&W Expenditures	\$ 1,349,716	\$ 1,309,166	\$ 1,271,974
6. Impact of Proposed Tax Levy			
			Amount
Current Year Taxable Value			\$1,483,908,000
Introduced Tax Levy			6,703,996
Proposed Municipal Tax Rate	.452	Average Res. Value (#4 above)	713,342
Current Year Taxes on Average Residential Value (#4 above)			3,224
Prior Year Taxes on Average Residential Value			2,907
Proposed Increase in average residential taxes			317

VII. Application Year Budget Information

A. Year of latest revaluation/reassessment

2008 Recently Authorized Reassessment

B. Proposed Budget – Appropriation and Levy Cap Information

- | Item | Yes | No |
|--|-------|----|
| 1. Was an appropriation cap index rate ordinance adopted last year?
If YES: % that was used | X | |
| 2. Amount of appropriation cap bank available going into this year | 3.5 % | |
| 3. Is the Application Year budget at (appropriation) cap?
If NO, amount of remaining balance | | X |
| 4. Does the Application Year anticipate use of a waiver to exceed the levy cap?
If YES, amount: | X | |

Item	Yes	No
1. Was an appropriation cap index rate ordinance adopted last year? If YES: % that was used	X	
2. Amount of appropriation cap bank available going into this year	3.5 %	
3. Is the Application Year budget at (appropriation) cap? If NO, amount of remaining balance		X
4. Does the Application Year anticipate use of a waiver to exceed the levy cap? If YES, amount:	X	

C. List the five largest item appropriation increases:

Appropriation	Prior Year Actual	Application Year Proposed	\$ Amount of Increase
Police & Fireman's Retirement System	164,094	343,371	197,277
Public Employee's Retirement System	49,429	106,684	57,255
Health Benefits	474,980	588,000	113,020
Solid Waste Collection	547,604	620,000	72,396
Sewer Processing	442,514	468,278	25,764

D. List all new property tax funded full-time positions planned in the Application Year:

Department/Agency	Position	Number	Dollar Amount
	NONE		

E. Display projected tax levies, local revenues (not grants), anticipated (gradually reduced) Transitional Aid, total salary and wages, and total other expenses projected for the three post-application years:

	Tax Levy	Local Revenues	Transitional Aid	Total S&W	Total OE
First year	6,900,000	475,000	250,000	3,122,000	4,060,000
Second year	7,200,000	500,000	150,000	3,200,000	4,100,000
Third year	7,500,000	525,000	50,000	3,280,000	4,140,000

VIII. Financial Practices

A. Expenditure controls and practices:

Question	Yes	No
1. Is an encumbrance system used for the current fund?	X	
2. Is an encumbrance system used for other funds?	X	
3. Is a general ledger maintained for the current fund?	X	
4. Is a general ledger maintained for other funds?	X	
5. Are financial activities largely automated?	X	
6. Does the municipality operate the general public assistance program?		X
7. Are expenditures controlled centrally (Yes) or de-centrally by dept. (No)?	X	
8. At any point during the year are expenditures routinely frozen?	X	
9. Has the municipality adopted a cash management plan?	X	
10. Have all negative findings in the prior year's audit report been corrected?	X	
If No, list those uncorrected as an appendix.		

B. Risk Management: Indicate ("x") how each type of risk is insured.

Coverage	JIF/HIF	Self	Commercial
General liability	X		
Vehicle/Fleet liability	X		
Workers Compensation	X		
Property Coverage	X		
Public Official Liability	X		
Employment Practices Liability	X		
Environmental	X		
Health	SHBP		
	X		

C. Salary and Employee Contract Information (when more than one bargaining unit for each category, use average):

Question	Police	Fire	Other Contract	Non-Contract
Year of last salary increase	2008		2010	2010
Average percentage increase	4%	%	0%	0%
Last contract settlement date	1/1/04		1/1/08	
Contract expiration date	12/31/08		12/31/12	

Explain if any of the following actions have been taken or are under consideration for the Application Year:

Action	Police	Fire	Other Contract	Non-Contract
Furloughs (describe below) 5 days for all except police			X	X
Wage Freezes (describe below) For all non-contractual employees			X	X
Layoffs (describe below) Two Police Officers	X			

--

D. Tax enforcement practices:

Question	Yes	No
1. Does the municipality use the accelerated tax sale program?		X
2. When was the last foreclosure action taken or tax assignment sale held: Date:	January 16, 2008	
3. During 2009, on what dates were tax delinquency notices sent out: Date:	Monthly	
4. Date of last tax sale: Date:	December 22, 2009	

E. Specialized Service Delivery:

If the answer to either question is "Yes," provide (as an appendix) a cost justification of maintaining the service without changes.

Service	Yes	No
Sworn police or firefighters are used to handle emergency service call-taking and dispatch (in lieu of civilians)		X
The municipality provides rear-yard solid waste collection through the budget		X

F. Other Financial Practices

1. Amount of interest on investment earned in:

Prior Year:	\$78,357	Last Year:	\$15,585	Anticipated Application Year:	\$15,585
-------------	----------	------------	----------	-------------------------------	----------

2. List the instruments in which idle funds are invested:

All accounts are interest-bearing	

3. What was the average return on investments during CY 2009?

.50%

4. When was the last time fee schedules were reviewed and updated?

Annually

F. Status of Collective Negotiation (Labor) Agreements: List each labor agreement by employee group, contract expiration date, and the status of negotiations of expired contracts.

Employee Group	Expiration Date	Status of Negotiations of Expired Agreement
Police	12/31/08	In Arbitration
DPW	12/31/08	Near Agreement

Section XI – Impact of Limited or No Aid Award

Describe in complete detail the impact if aid is not granted for the current fiscal year; **this priority setting requires that the municipality will maintain a minimum level of essential services.** List the appropriate category of impact if the aid is not received. Rank each item from both lists as to the order in which elimination will take place. If across the board cuts will be made, indicate under service. **For rank order purposes, consider the two sections as one list. The cuts outlined here are one that the municipality is committing to make if they do not receive aid.**

Rank Order	Department	# of Layoffs	Effective Date	2010 Full Time Staffing	2011 Full Time Staffing	\$ Amount to be Saved
	N/A – Layoffs Already Done					

If services will be reduced, describe the service, impact and cost savings associated with it.

Rank Order	Service	Cost Savings	Impact on Services
	N/A		


XII. Agreement to Improve Financial Position of Municipality

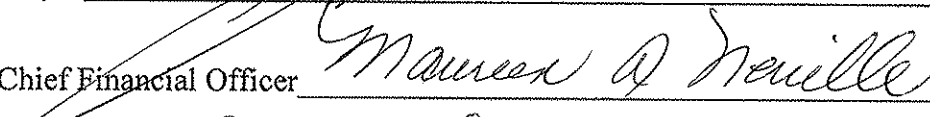
If aid is granted, are you willing to enter into a "memorandum of understanding" that will, among other restrictions and requirements:


	Yes	No
1. Allow the Director of Local Government Services to assign management, financial, and operational specialists to assess your municipal operations	X	
2. Implement actions as recommended by the Director to address the findings of Division staff	X	
3. Enter into a Memorandum of Understanding	X	

The undersigned herewith acknowledges the foregoing requirements with which the municipality must comply in order to receive aid as outlined above.

In addition, included with this application is a copy (printed or electronic) of the budget documentation that supports the budget calculation that was provided to the governing body.

Mayor  Date 7/14/10

Chief Financial Officer  Date 7/14/10

ATTEST:  Date 7/14/10
Municipal Clerk

BOROUGH OF NORWOOD

BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 10:98

OFFERED BY Scott

SECONDED BY Buechler

Adopting a Lay Off Plan

WHEREAS, the Mayor and Council of the Borough of Norwood by resolution 10-91, adopted on April 28, 2010, directed the Borough Administrator to examine the Borough's staffing levels and recommend personnel actions necessary to balance the municipal budget for 2010 and for 2011; and

WHEREAS, the Borough Administrator has provided a lay off plan to the Mayor and Council, which has considered the lay off plan and finds that the following actions are necessary and proper.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that:

1. The lay off plan dated May 4, 2010 is hereby adopted by the Mayor and Council and is incorporated into this resolution by reference; and
2. The Borough Administrator is authorized to effectuate the personnel actions set forth in the lay off plan in accordance with the timelines set forth in the plan or as soon as practicable thereafter.

I hereby certify that the above is a true copy of a resolution passed by the Council of the

Borough of Norwood at the meeting held on

May 4 2010
Lorraine Mc Mack
Borough Clerk

SEAL

Borough of Norwood
Lay-off & Furlough Plan

The Borough of Norwood will face a \$411,408 revenue shortfall in 2010 unless the Borough adopts further cost savings measures. After a complete inspection of the Introduced 2010 Municipal Budget it is my recommendation that the following personnel adjustments be made in order to achieve a balanced budget.

1. Effective May 21, 2010 lay off 2 police officers
2. Zero percent increase for all non-aligned borough employees
3. Zero percent increase for all DPW employees (if contract is ratified)
4. 5 Sick Days given back to the Borough of Norwood by all full-time non-aligned borough employees in place of 5 furlough days
5. 5 Sick Days given back to the Borough of Norwood by all full-time DPW employees in place of 5 furlough days
6. Those employees that are not eligible to sell back 5 sick days to the Borough will receive 5 furlough days which will be staggered to minimize the impact on the employee and the department
7. 1.92% reduction in pay for all permanent part-time employees
8. Beginning May 1, 2010 a \$2.51 reduction in the hourly salary for the crossing guards

BOROUGH OF NORWOOD

ORDINANCE 09:11

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED "AN ORDINANCE TO FIX SALARIES, WAGES, AND COMPENSATION OF CERTAIN OFFICIALS, OFFICERS AND EMPLOYEES OF THE BOROUGH OF NORWOOD, COUNTY OF BERGEN, AND STATE OF NEW JERSEY" AND SETTING FORTH THE METHOD OF PAYING SALARIES AND ANY OTHER ORDINANCES AMENDING SAID ORDINANCE.

BE IT ORDAINED by the Governing Body of the Borough of Norwood, County of Bergen, and State of New Jersey, as follows:

SECTION 1. That the officers, officials and employees of the Borough of Norwood, listed below, shall be paid in biweekly installments, and fixed in the amounts set opposite their respective titles:

A.	<u>1/1/2009</u>
Borough Administrator	13,836.68
Borough Clerk	72,264.48
Deputy Borough Clerk	48,454.79
Chief Financial Officer	15,375.00 (1/1/09-6/30/09)
Chief Financial Officer	25,000.00 as of 7/1/2009
Tax Collector	20,277.19 (1/1/09-6/30/09)
Dep. Tax Collector/Asst. CFO/Treas	53,812.50 (1/1/09-6/30/09)
Tax Collector/Asst. CFO/Treasurer	62,500.00 as of 7/1/200
Police Clerk	42,821.22
Superintendent DPW	99,886.25
CI Sewer License	1,000.00/annum
CII Sewer License	2,000.00/annum
Municipal Court Administrator	45,675.97
Recycling Co-Ordinator	2,000.00

B. The following represents salaries paid to employees working thirty-five (35) hours or less.

Magistrate	5,000.00
Prosecutor	5,000.00
Public Defender	2,000.00
Court Assistant	50.00 per session
Tax Assessor	10,000.00
Assessment Clerk	9,495.11

B: Continued

Clerk/Planning Board	3,500.00
Clerk/Zoning Board	2,400.00
Admin. Ass't/Clerk's Office	15-20 per hour
Ass't Tax/Finance Office	15-20 per hour
Special Police	17.73 per hour*
School Crossing Guard	21.01 per hour
Seasonal Employee	9 - 15 per hour

* Effective date for salary increase is September 1, 2009

Construction Office

Construction Official & Bldg. Sub Code Official	40,713.11
Plumbing Inspector	9,217.00
Fire Sub-code Official	9,217.00
Electrical Sub-code Official	9,217.00
Assistant Building Inspector	3,798.37
Assistant Fire Sub Code Inspector	1.00/yr. L. Herman and P. Renaud
Technical Assistant	15.00/hour

Bureau of Fire Prevention

Fire Official	8,155.67
Fire Inspector	7,068.25
Fire Inspector	7,068.25
Secretary	4,022.00

Board of Health

Board of Health Secretary	15.00/hour (\$100/meeting)
Registrar	500.00
Deputy Registrar of Vital Statistics	1,000.00

Recreation

Part-time Director	5,437.12
Summer Rec. Director	3,500.00
Summer Rec. Asst. Director	1,500.00
Gym/Field Director	1,500.00
Arts/Crafts Director	1,500.00
Camp Counselors	500.00/counselor

SECTION 2. In addition to salary, referred to herein, all full time employees shall be entitled to longevity payments as set forth in the following schedule.

After 5 years of service	2 %	per annum
After 10 years of service	3.5%	per annum
After 15 years of service	5 %	per annum
After 20 years of service	6.5%	per annum
After 24 years of service	8 %	per annum

All employees hired after August 1, 2005 are ineligible for longevity.

SECTION 3. All salaries, wages, and compensation set forth in this Ordinance for all employees of the Borough shall be retroactive to said date.

SECTION 4. Manner of payment shall be on a bi-weekly basis.

SECTION 5. The Borough will provide all full time employees with a vision Protection plan consisting of payment up to a maximum of \$150.00 per year for eye examinations, protective and or corrective eyewear for the covered employee only.

SECTION 6. Unless otherwise provided herein, all salaries, wages and compensation set forth in Ordinance to which this Ordinance is an amendment, shall remain in force and effect unless specifically changed by this Ordinance.

SECTION 7. Paid Holidays for full-time employees shall be thirteen (13) as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday (in lieu of January 2, 2009)	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

SECTION 8. Overtime: there is no provision for overtime in this Ordinance.

SECTION 9. Personal Days: All full-time employees shall be entitled to three (3) paid personal days with prior approval from their department head.

SECTION 10. Vacation Pay: All full-time non-union personnel shall be entitled to paid vacations as follows:

Six months – 1 year	5 days
One – Five years	10 days
Five – Ten years	15 days
Ten years or more	20 days

Vacations must be taken during the year they are earned and cannot accumulate.

SECTION 11. All full-time, non-union personnel shall be entitled to 12 paid sick days. At the end of each calendar year, an employee's unused sick time shall be paid out in an amount equal to their daily rate of pay. Sick time shall not accumulate.

SECTION 12. All Ordinances or parts of Ordinances inconsistent with or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflict.

SECTION 13. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining provisions of this Ordinance. The Governing Body of the Borough of Norwood declares that it would have passed the Ordinance and each Section and subsections, thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases may be declared unconstitutional.

SECTION 14. This ordinance shall take effect immediately after passage and publication as provided by law.

Introduced: October 6, 2009

Adopted: November 4, 2009

APPROVED: _____

James P. Barsa, Mayor

ATTEST:  _____

Lorraine L. McMackin, Clerk

BOROUGH OF NORWOOD

ORDINANCE 10:02

**AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED
"AN ORDINANCE TO FIX SALARIES, WAGES, AND COMPENSATION
OF CERTAIN OFFICIALS, OFFICERS AND EMPLOYEES OF THE
BOROUGH OF NORWOOD, COUNTY OF BERGEN, AND STATE OF NEW
JERSEY" AND SETTING FORTH THE METHOD OF PAYING SALARIES AND
ANY OTHER ORDINANCES AMENDING SAID ORDINANCE.**

BE IT ORDAINED by the Governing Body of the Borough of Norwood, County of Bergen, and State of New Jersey, as follows:

SECTION 1. That the officers, officials and employees of the Borough of Norwood, listed below, shall be paid in biweekly installments, and fixed in the amounts set opposite their respective titles:

A.	<u>1/1/2010</u>
Borough Administrator	13,836.68
Borough Clerk	72,264.48
Deputy Borough Clerk	48,454.79
Chief Financial Officer	25,000.00
Tax Collector/Asst. CFO/Treasurer	62,500.00
Police Clerk	42,821.22
Superintendent DPW	99,886.25
CI Sewer License	1,000.00/annum
CII Sewer License	2,000.00/annum
Municipal Court Administrator	45,675.97
Recycling Co-Ordinator	2,000.00

B. The following represents salaries paid to employees working thirty-five (35) hours or less.

Magistrate	5,000.00
Prosecutor	5,000.00
Public Defender	2,000.00
Court Assistant	50.00 per session
Tax Assessor	10,000.00
Assessment Clerk	9,495.11

B: Continued

Clerk/Planning Board	3,500.00
Clerk/Zoning Board	2,400.00
Admin. Ass't/Clerk's Office	15-20 per hour
Ass't Tax/Finance Office	15-20 per hour
Class I Special Police Officer	17.73 per hour
Class II Special Police Officer	22.28 per hour
School Crossing Guard	21.01 per hour
Seasonal Employee	9 – 15 per hour

Construction Office

Construction Official & Bldg. Sub Code Official	40,713.11
Plumbing Inspector	9,217.00
Fire Sub-code Official	9,217.00
Electrical Sub-code Official	9,217.00
Assistant Building Inspector	3,798.37
Assistant Fire Sub Code Inspector	1.00/yr. L. Herman and P. Renaud
Technical Assistant	15.00/hour

Bureau of Fire Prevention

Fire Official	8,155.67
Fire Inspector	7,068.25
Fire Inspector	7,068.25
Secretary	4,022.00

Board of Health

Board of Health Secretary	15.00/hour (\$100/meeting)
Registrar	500.00
Deputy Registrar of Vital Statistics	1,000.00

Recreation

Part-time Director	5,437.12
Summer Rec. Director	3,500.00
Summer Rec. Asst. Director	1,500.00
Gym/Field Director	1,500.00
Arts/Crafts Director	1,500.00
Camp Counselors	500.00/counselor

SECTION 2. In addition to salary, referred to herein, all full time employees shall be entitled to longevity payments as set forth in the following schedule.

After 5 years of service	2 %	per annum
After 10 years of service	3.5%	per annum
After 15 years of service	5 %	per annum
After 20 years of service	6.5%	per annum
After 24 years of service	8 %	per annum

All employees hired after August 1, 2005 are ineligible for longevity.

SECTION 3. All salaries, wages, and compensation set forth in this Ordinance for all employees of the Borough shall be retroactive to said date.

SECTION 4. Manner of payment shall be on a bi-weekly basis.

SECTION 5. The Borough will provide all full time employees with a vision Protection plan consisting of payment up to a maximum of \$150.00 per year for eye examinations, protective and or corrective eyewear for the covered employee only.

SECTION 6. Effective April 1, 2010 employees will contribute 1.5% of their annual base pay towards their medical benefits.

SECTION 7. Unless otherwise provided herein, all salaries, wages and compensation set forth in Ordinance to which this Ordinance is an amendment, shall remain in force and effect unless specifically changed by this Ordinance.

SECTION 8. Paid Holidays for full-time employees shall be thirteen (13) as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

SECTION 9. Overtime: there is no provision for overtime in this Ordinance.

SECTION 10. Personal Days: All full-time employees shall be entitled to three (3) paid personal days with prior approval from their department head.

SECTION 11. Vacation Pay: All full-time non-union personnel shall be entitled to paid vacations as follows:

Six months – 1 year	5 days
One – Five years	10 days
Five – Ten years	15 days
Ten years or more	20 days

Vacations must be taken during the year they are earned and cannot accumulate.

SECTION 12. All full-time, non-union personnel shall be entitled to 12 paid sick days. At the end of each calendar year, an employee's unused sick time shall be paid out in an amount equal to their daily rate of pay. Sick time shall not accumulate.

SECTION 13. All Ordinances or parts of Ordinances inconsistent with or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflict.

SECTION 14. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining provisions of this Ordinance. The Governing Body of the Borough of Norwood declares that it would have passed the Ordinance and each Section and subsections, thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases may be declared unconstitutional.

SECTION 15. This ordinance shall take effect immediately after passage and publication as provided by law.

Introduced: March 2, 2010

Adopted: April 6, 2010

APPROVED: _____

James P. Barsa, Mayor

ATTEST: Lorraine L. McMackin

Lorraine L. McMackin, Clerk

BUDGET APPROPRIATIONS	ACCT. #	2009	2010		
SALARIES & WAGES	20-1001				
Admin. Assistant	20-1001-045	\$ 15,600.00	\$ 15,600.00		
ADMINISTRATOR	20-1001-054	\$ 14,182.60	\$ 14,320.96	1.5% increase for loge	
SICK PAY	20-1001-055	\$ 674.52	\$ 660.97		
OTHER EXPENSES	20-1002				
CONTRACTUAL SERVICES	20-1002-020		\$ 12,500.00		
LEGAL ADVERTISING	20-1002-021	\$ 250.00	\$ 250.00		
POSTAGE	20-1002-022	\$ 8,000.00	\$ 8,000.00		
PRINTING & BINDING	20-1002-023	\$ 8,000.00	\$ 8,000.00		
MAINTENANCE OF EQUIPMENT	20-1002-026	\$ 250.00	\$ 250.00		
OTHER CONTRACTUAL	20-1002-029	\$ 12,500.00	\$ -		
MATERIALS & SUPPLIES	20-1002-030	\$ 2,000.00	\$ 2,000.00		
BOOKS & PUBLICATION	20-1002-033	\$ 250.00	\$ 250.00		
OFFICE SUPPLIES	20-1002-036	\$ 2,000.00	\$ 2,000.00		
PERSONNEL EXPENSES	20-1002-040	\$ 400.00	\$ 400.00		
CONFERENCES & MEETINGS	20-1002-041	\$ 600.00	\$ 1,600.00		
PROFESSIONAL DUES	20-1002-044	\$ -			
MAYOR & COUNCIL O/E	20-1102				
PERSONNEL EXPENSES	20-1102-040	\$ -			
CONFERENCES & MEETINGS	20-1102-041	\$ 1,000.00	\$ 1,000.00		
PROFESSIONAL DUES	20-1102-044	\$ 1,500.00	\$ 1,500.00		
MUNICIPAL CLERK					
SALARIES & WAGES	20-1201				
DEPUTY CLERK	20-1201-045	\$ 49,423.88	\$ 49,423.88		
BOROUGH CLERK	20-1202-054	\$ 73,709.77	\$ 74,793.74		
DEPUTY ELECTION OFFICIAL (CD)					
ELECTION OFFICIAL (LM)					
SCHOOL BD. ELECT OT	20-1202-0	\$ 1,200.00	\$ 1,200.00		
SICK PAY	20-1202-055	\$ 5,082.44	\$ 5,733.12		
OTHER EXPENSES	20-1202				
LEGAL ADVERTISING	20-1202-021	\$ 3,000.00	\$ 3,000.00		
ELECTIONS	20-1202-022	\$ 3,000.00	\$ 3,000.00		
PRINTING & BINDING	20-1202-023	\$ 2,500.00	\$ 2,500.00		
OTHER CONTRACTUAL	20-1202-029	\$ 2,500.00	\$ 2,500.00		
MATERIALS & SUPPLIES	20-1202-030	\$ 500.00	\$ 500.00		
BOOKS & PUBLICATION	20-1202-033	\$ 250.00	\$ 250.00		
CONFERENCES & MEETINGS	20-1202-041	\$ 2,720.00	\$ 2,720.00		
PROFESSIONAL DUES	20-1202-044	\$ 530.00	\$ 530.00		
FINANCIAL ADMINISTRATION	20-1301				
CFO/TREASURER	20-1301-045	\$ 15,450.00	\$ 25,000.00		
FINANCE CLERK	20-1301-054	\$ 39,976.27	\$ 15,600.00		
ASSISTANT CFP	20-1301-056	\$ 27,037.50			
SICK PAY	20-1301-055	\$ 1,807.00			
OTHER EXPENSES	20-1302				
PRINTING & BINDING	20-1302-023	\$ -			
MAINTENANCE OF EQUIPMENT	20-1302-026	\$ -			
OTHER CONTRACTUAL	20-1302-029	\$ 9,500.00	\$ 18,010.00		
MATERIALS & SUPPLIES	20-1302-030	\$ 600.00	\$ 600.00		
BOOKS & PUBLICATION	20-1302-033	\$ 500.00	\$ 500.00		
OFFICE SUPPLIES	20-1302-036	\$ 500.00	\$ 500.00		
CONFERENCES & MEETINGS	20-1302-041	\$ 2,750.00	\$ 2,750.00		
EDUCATION/TRAINING	20-1302-042	\$ 2,750.00	\$ 2,750.00		
PROFESSIONAL DUES	20-1302-044	\$ 75.00	\$ 75.00		
AUDIT SERVICES O/E	20-1352				
OTHER PROFESSIONAL	20-1352-028	\$ 36,000.00	\$ 28,000.00		
COMPUTER DATA PROCESSING	20-1402				
CONTRACTUAL SERVICES	20-1402-020	\$ 14,600.00	\$ 14,600.00		
DATA PROCESSING EQUIPMENT	20-1402-059	\$ 6,500.00	\$ 6,500.00		

BUDGET APPROPRIATIONS	ACCT. #	2009	2010
REVENUE ADMINISTRATION	20-1451		
SALARIES & WAGES	20-1451		
TAX COLLECTOR	20-1451-045	\$ 20,376.08	\$62,500.00
DEPUTY TAX COLLECTOR	20-1451-054	\$ 27,037.50	-
MERIT RAISE TAX CLERK			
SICK PAY TAX COLLECTOR	20-1451-055	1011.67	\$ 2,885.40
OTHER EXPENSES	20-1452		
LEGAL ADVERTISING	20-1452-021	\$ 500.00	\$ 500.00
EDUCATION/SEMINARS	20-1452-022	\$ 390.00	\$ 890.00
PRINTING & BINDING	20-1452-023	\$ 1,000.00	\$ 1,000.00
OTHER CONTRACTUAL	20-1452-029	\$ 1,000.00	\$ 1,000.00
OFFICE SUPPLIES	20-1452-036	\$ 1,000.00	\$ 1,000.00
PROFESSIONAL DUES	20-1452-044	\$ 110.00	\$ 110.00
OFFICE EQUIPMENT	20-1452-053	\$ 1,000.00	\$ 500.00
TAX ASSESSMENT	20-1501		
SALARIES & WAGES	20-1501		
SECRETARY	20-1501-045	\$ 9,263.52	\$ 8,263.52
ASSESSOR	20-1501-054	\$ 10,000.00	\$10,000.00
OTHER EXPENSES	20-1502		
PRINTING & BINDING	20-1502-023	\$ 250.00	\$ 250.00
OTHER CONTRACTUAL	20-1502-029	\$ 1,500.00	\$ 1,500.00
BOOKS & PUBLICATIONS	20-1502-033	\$ 250.00	\$ 250.00
OFFICE SUPPLIES	20-1502-036	\$ 250.00	\$ 250.00
CONFERENCES & MEETINGS	20-1502-041	\$ 600.00	\$ 600.00
PROFESSIONAL DUES	20-1502-044	\$ 140.00	\$ 140.00
LEGAL SERVICES O/E	20-1552		
CONTRACTUAL SERVICES	20-1552-020	\$ 65,000.00	\$65,000.00
OTHER PROFESSIONAL	20-1552-028	\$ 15,000.00	\$25,000.00
ENGINEERING SERVICES O/E	20-1652		
CONTRACTUAL SERVICES	20-1652-020	\$ 21,000.00	\$21,000.00
OTHER PROFESSIONAL	20-1652-028	\$ 6,500.00	\$ 6,500.00
ZONING BOARD OF ADJUSTMENT S/W	21-1701		
SECRETARY	21-1701-045	\$ 2,400.00	\$ 2,400.00
SICK PAY	21-1701-055		\$ -
ZONING BOARD OF ADJUSTMENT O/E	21-1702		
LEGAL ADVERTISING	21-1702-021	\$ 800.00	\$ 800.00
LEGAL SERVICES	21-1702-027	\$ 4,000.00	\$ 4,000.00
OTHER PROFESSIONAL	21-1702-028	\$ -	\$ -
MATERIALS & SUPPLIES	21-1702-030	\$ 600.00	\$ 600.00
EDUCATION/TRAINING	21-1702-042	\$ 500.00	\$ 500.00
PROFESSIONAL DUES	21-1702-044	\$ 100.00	\$ 100.00
PLANNING BOARD	21-1801		
SALARIES & WAGES	21-1801		
CLERK PLANNING BOARD	21-1801-045	\$ 3,500.00	\$ 3,500.00
SICK PAY	21-1801-055		\$ -
MASTER PLAN REVISIONS	21-1802-020		\$ -
LEGAL ADVERTISING	21-1802-021	\$ 600.00	\$ 600.00
LEGAL SERVICES	21-1802-027	\$ 7,500.00	\$ 7,500.00
OTHER PROFESSIONAL	21-1802-028	\$ -	\$ -
MATERIALS & SUPPLIES	21-1802-030	\$ 600.00	\$ 600.00
EDUCATION/TRAINING	21-1802-042	\$ 200.00	\$ 200.00
PROFESSIONAL DUES	21-1802-044	\$ 100.00	\$ 100.00
HISTORIC PRESERVATION COMM O/E	21-1803		
MATERIALS & SUPPLIES	21-1803-031	\$ 600.00	\$ 600.00
ENVIRONMENTAL COMMISSION O/E	21-1804		
LEGAL SERVICES	21-1804-020	\$ 400.00	\$ 400.00
PRINTING & BINDING	21-1804-023	\$ 230.00	\$ 230.00
MATERIALS & SUPPLIES	21-1804-030	\$ 250.00	\$ 250.00
CONFERENCES & MEETINGS	21-1804-041	\$ 90.00	\$ 90.00
PROFESSIONAL DUES	21-1804-044	\$ 280.00	\$ 280.00

BUDGET APPROPRIATIONS	ACCT. #	2009	2010	
CODE ENFORCEMENT S/W	22-2951			
ELEVATOR INSPECTOR	22-2951-015	\$ -	\$ -	
ASS'T BLDG INSPECTOR	22-2951-016	\$ 3,798.37	\$ 3,798.37	
FIRE SUB CODE OFFICIAL	22-2951-017	\$ 9,217.00	\$ 9,217.00	
ELECTRICAL SUB CODE OFFICIAL	22-2951-018	\$ 9,217.00	\$ 9,217.00	
PLUMBING SUB CODE OFFICIAL	22-2951-019	\$ 9,217.00	\$ 9,217.00	
CONSTRUCTION OFFICIAL	22-2951-045	\$ 40,713.11	\$ 40,713.11	
CONTROL PERSON CONST. OFFICE	22-2951-054	\$ 15,600.00	\$ 15,600.00	
ASS'T FIRE SUB CODE OFFICIAL	22-2951-055	\$ 1.00	\$ 2.00	
SICK PAY	22-2951-057		-	
UNIFORM ALLOWANCE	22-2951-58			
OTHER EXPENSES	22-2952			
CONTRACTUAL SERVICES	22-2952-020	\$ 5,100.00	\$ 5,760.00	
OPEN ACCOUNT	22-2950-022		\$ -	
MAINTENANCE OF EQUIPMENT	22-2952-026	\$ 400.00	\$ 400.00	
BOOKS & PUBLICATIONS	22-2952-033	\$ 1,595.00	\$ 935.00	
CONFERENCES & MEETINGS	22-2952-041	\$ 2,000.00	\$ 1,000.00	
EDUCATION & TRAINING	22-2952-042	\$ 1,200.00	\$ 1,200.00	
UNIFORM ALLOWANCE	22-2952-043	\$ 1,800.00	\$ 2,400.00	
PROFESSIONAL DUES	22-2952-044	\$ 430.00	\$ 430.00	
OFFICE EQUIPMENT	22-2952-053	\$ 1,000.00	\$ 1,000.00	
INSURANCE O/E	23-2102			
WORKERS COMPENSATION	23-2102-100	\$ 1,600.00	\$ 1,800.00	
GENERAL LIABILITY INS	23-2102-101	\$ 110,934.00	\$ 116,050.25	
WORKERS COMPENSATION	23-2102-102	\$ 108,794.00	\$ 106,952.96	
SURETY BONDS	23-2202-090	\$ -		
MEDICAL INSURANCE	23-2202-092	\$ 390,765.00	\$ 423,000.00	
MEDICAL INSURANCE INACTIVE	23-2202-093	\$ 84,682.00	\$ 70,000.00	
DENTAL	23-2202-199	\$ 46,500.00	\$ 50,000.00	
INSURANCE SUI	23-2252-112	\$ 45,000.00	\$ 45,000.00	
POLICE DEPARTMENT	25-2401			
POLICE DEPARTMENT S/W	25-2401			
POLICE SECRETARY	25-2401-040	\$ 43,890.71	\$ 43,890.71	
OVERTIME	25-2401-044	\$ 150,000.00	\$ 150,000.00	
OVERTIME FOR UTILITIES				
CROSSING GUARDS	25-2401-054	\$ 109,693.21	\$ 109,693.21	
OTHER (SICK PAY)	25-2401-055	\$ 71,045.03	\$ 71,045.03	
SPECIALS/TEMPORARY	25-2401-060	\$ 14,000.00	\$ 14,000.00	
POLICE CHIEF	25-2401-101	\$ 143,963.32	\$ 143,963.32	
LIEUTENANTS	25-2401-102	\$ 123,464.52	\$ 123,464.52	
SERGEANTS	25-2401-103	\$ 331,917.94	\$ 331,917.94	
PATROLMAN	25-2401-104	\$ 900,157.20	\$ 900,157.20	
UNIFORM ALLOWANCE P/D				
HOLIDAY PAY		\$ 77,122.08	\$ 77,122.08	
POLICE DEPARTMENT O/E	25-2402			
PRINTING & BINDING	25-2402-023	\$ 500.00	\$ 500.00	
MAINTENANCE OF EQUIPMENT	25-2402-026	\$ 500.00	\$ 500.00	
MATERIALS & SUPPLIES	25-2402-030	\$ 4,000.00	\$ 4,000.00	
BOOKS & PUBLICATIONS	25-2402-033	\$ 800.00	\$ 800.00	
OFFICE SUPPLIES	25-2402-036	\$ 2,000.00	\$ 2,000.00	
OTHER CONTRACTUAL	25-2402-038	\$ 57,500.00	\$ 92,500.00	\$35,000 increa
PERSONEL EXPENSES & TRAINING	25-2402-040	\$ 1,500.00	\$ 1,500.00	
CONFERENCES & MEETINGS	25-2402-041	\$ 2,000.00	\$ 2,000.00	
UNIFORM ALLOWANCE (PD)	25-2402-043	\$ 9,000.00	\$ 9,000.00	
PROFESSIONAL DUES	25-2402-044	\$ 1,500.00	\$ 1,500.00	
UNIFORM ALLOWANCE CRNG GRD	25-2402-046	\$ 2,200.00	\$ 2,200.00	
OTHER EQUIPMENT	25-2402-058	\$ 13,500.00	\$ 13,500.00	
BERGEN COUNTY CHPT. 159	25-2402-059			
POLICE DISPATCH/911	25-2414-109	\$ 93,034.00	\$ 97,300.00	
COUNTY DISPATCH	25-2414-111	\$ 1,000.00	\$ 1,000.00	
AID TO FIRE COMPANIES O/E	25-2652			
MAINTENANCE OF EQUIPMENT	25-2652-028	\$ 4,700.00	\$ 4,500.00	
OTHER CONTRACTUAL	25-2652-029	\$ 6,821.00	\$ 6,500.00	
MATERIALS & SUPPLIES	25-2652-030	\$ 8,600.00	\$ 7,600.00	
OFFICE SUPPLIES	25-2652-036	\$ 1,000.00	\$ 1,000.00	
CONFERENCES & MEETINGS	25-2652-041	\$ -	\$ -	
EDUCATION & TRAINING	25-2652-042	\$ 4,179.00	\$ 3,500.00	
UNIFORM ALLOWANCE	25-2652-043	\$ 7,000.00	\$ 7,000.00	
PROFESSIONAL DUES	25-2652-044	\$ 1,200.00	\$ 2,000.00	
FIRE & OTHER EQUIPMENT	25-2652-056	\$ 2,500.00	\$ 1,130.00	

BUDGET APPROPRIATIONS	ACCT. #	2009	2010
AID TO VOLUNTEER AMBULANCE	25-2602		
OTHER CONTRACTUAL	25-2602-029	\$ 10,000.00	\$ 10,000.00
MATERIALS & SUPPLIES	25-2602-030	\$ 12,500.00	\$ 12,500.00
CLOTHING AND UNIFORMS	25-2602-032	\$ 1,000.00	\$ 1,000.00
OFFICE SUPPLIES	25-2602-036	\$ 2,000.00	\$ 2,000.00
EDUCATION AND TRAINING	25-2602-042	\$ 1,000.00	\$ 1,000.00
FIRE DEPT/PREVENTION S/W	25-2651		
FIRE OFFICIAL	25-2651-017	\$ 8,504.84	\$ 8,155.67
FIRE INSPECTOR	25-2652-018	\$ 7,102.73	\$ 7,068.26
FIRE INSPECTOR	25-2652-019	\$ 7,102.73	\$ 7,068.26
SECRETARY	25-2652-045	\$ 3,913.26	\$ 4,022.00
OTHER SICK PAY	25-2651-055		\$ -
UNIFORM ALLOWANCE			\$ 1,800.00
FIRE DEPT/PREVENTION O/E	25-2652		
MAINTENANCE OF EQUIPMENT	25-2652-026	\$ 500.00	\$ 500.00
OTHER CONTRACTUAL	25-2652-029	\$ 3,200.00	\$ 3,200.00
MATERIALS & SUPPLIES	25-2652-030	\$ 2,500.00	\$ 2,000.00
BOOKS & PUBLICATIONS	25-2652-033	\$ 300.00	\$ 300.00
OFFICE SUPPLIES	25-2652-036	\$ 200.00	\$ 200.00
EDUCATION AND TRAINING	25-2652-042	\$ 500.00	\$ 500.00
UNIFORM ALLOWANCE	25-2652-043	\$ 1,800.00	\$ 1,800.00
FIRE HYDRANTS CHARGES	25-2652-073	\$ 87,399.12	\$ 102,715.20
FIRE HOUSE RENT	25-2652-110	\$ 25,137.00	\$ 25,137.00
MUNICIPAL PROSECUTOR O/E	25-2752		
OTHER PROFESSIONAL	25-2752-105	\$ 5,000.00	\$ 5,000.00
STREET & ROADS MAINT S/W	26-2901		
FOREMAN	26-2901-040	\$ 86,651.75	\$ 86,651.75
OVERTIME	26-2901-044	\$ 50,000.00	\$ 55,000.00
SUPERINTENDENT	26-2901-045	\$ 110,143.20	\$ 107,877.15
LABORERS	26-2901-054	\$ 499,064.00	\$ 506,465.16
EXTRA PAY	26-2901-055	\$ 20,000.00	\$ 5,000.00
OTHER SICK PAY	26-2901-056	\$ 17,304.00	\$ 20,000.00
STANDBY/PAYROLL		\$ 13,000.00	\$ 15,125.00
CLOTHING AND UNIFORMS		\$ 3,000.00	\$ 3,000.00
STREET & ROADS MAINT O/E	26-2902		
CONTRACTUAL SERVICES	26-2902-020	\$ 6,000.00	\$ 6,000.00
MAINTENANCE OF EQUIPMENT	26-2902-026	\$ 9,500.00	\$ 9,500.00
MATERIALS & SUPPLIES	26-2902-030	\$ 12,000.00	\$ 12,000.00
CLOTHING AND UNIFORMS	26-2902-032	\$ 8,500.00	\$ 8,500.00
GENERAL HARDWARE	26-2902-038	\$ 2,500.00	\$ 2,500.00
PERSONNEL EXPENSES & TRAINING	26-2902-040	\$ 3,000.00	\$ 3,000.00
PROFESSIONAL DUES	26-2902-044	\$ 300.00	\$ 300.00
WORK EQUIPMENT	26-2902-050	\$ 1,200.00	\$ 1,200.00
STANDBY/PAYROLL	26-2902-056	\$ -	
OTHER EQUIPMENT	26-2902-058	\$ 1,000.00	\$ 1,000.00
TREE REMOVAL & PRUNING	26-3002-020	\$ 4,500.00	\$ 4,500.00
SEWERS-EQUIPMENT/SUPPLIES	26-3002-058	\$ 1,000.00	\$ 10,000.00
SOLID WASTE COLLECTION	26-3052-020	\$ 595,512.00	\$ 620,000.00
BUILDINGS & GROUNDS O/E	26-3102		
CONTRACTUAL SERVICES	26-3102-020	\$ 17,000.00	\$ 17,000.00
HARING CEMETERY	26-3102-022		\$ -
MAINTENANCE OF EQUIPMENT	26-3102-026	\$ 15,000.00	\$ 15,000.00
MATERIALS & SUPPLIES	26-3102-030	\$ 22,000.00	\$ 22,000.00
GENERAL HARDWARE	26-3102-038	\$ 3,000.00	\$ 3,000.00

BUDGET APPROPRIATIONS	ACCT. #	2009	2010
VEHICLE MAINTENANCE	26-3152		
POLICE	26-3152-120	\$ 21,000.00	\$ 21,000.00
STREETS & ROADS	26-3152-121	\$ 33,000.00	\$ 33,000.00
VOLUNTEER FIRE	26-3152-122	\$ 18,000.00	\$ 18,000.00
VOLUNTEER AMBULANCE	26-3152-123	\$ 6,500.00	\$ 6,500.00
FIRE PREVENTION	26-3152-125	\$ 1,500.00	\$ 1,500.00
NJDES STORMWATER MANGEMENT			
LANDFILL CONTRACTUAL	26-5112-020	\$ -	\$ -
PRINTING	26-5112-023	\$ 2,000.00	\$ 2,000.00
PERMITS	26-5112-029	\$ 1,000.00	\$ 1,000.00
MATERIALS/SUPPLIES	26-5112-030	\$ 3,000.00	\$ 3,000.00
COMPOST FACILITY	26-5512-031		
NJDES STORMWATER MANGEMENT			
CONTRACTUAL SERVICES	26-5152-020	\$ 3,000.00	\$ 3,000.00
PRINTING	26-5152-023	\$ -	
PERMITS	26-5152-029	\$ 3,000.00	\$ 3,000.00
MATERIALS/SUPPLIES	26-5151-030	\$ 1,000.00	\$ 1,000.00
PUBLIC HEALTH SERVICES S/W	27-3303		
OT CLINIC (various clinics)	27-3301-019	\$ 150.00	\$ 600.00
DEPUTY REGISTRAR	27-3301-044	\$ 1,000.00	\$ 1,000.00
REGISTRAR	27-3301-045	\$ 500.00	\$ 1,000.00
SECRETARY BD OF HEALTH	27-3301-054	\$ 15,600.00	\$ 15,600.00
MERIT RAISE			
OTHER/meeting pay \$100/mtg	27-3301-055		\$ 1,000.00
PUBLIC HEALTH SERVICES O/E	27-3302		
CONTRACTUAL SERVICES	27-3302-020	\$ 45,500.00	\$ 55,897.00
LEGAL ADVERTISING	27-3302-021	\$ 300.00	\$ 300.00
OTHER CONTRACTUAL	27-3302-029		\$ 425.00
OFFICE SUPPLIES	27-3302-036	\$ 500.00	\$ 700.00
CONFERENCES & MEETINGS	27-3302-041	\$ 700.00	\$ 200.00
EDUCATION AND TRAINING	27-3302-042	\$ 300.00	\$ 150.00
PROFESSIONAL DUES	27-3302-044	\$ 150.00	\$ 50.00
FLU CLINIC/EVENTS	27-3302-022	\$ 700.00	\$ 1,050.00
CONTRIBUTION	27-3302-105	\$ 1,000.00	\$ 1,000.00
RECREATION S/W	28-3701		
CAMP COUNSELLORS	28-3701-045	\$ 11,000.00	\$ 11,000.00
DIRECTOR	28-3701-054	\$ 5,516.68	\$ 5,437.12
RECREATION O/E	28-3702		
MAINTENANCE OF EQUIPMENT	28-3702-026	\$ 2,000.00	\$ 2,000.00
OTHER CONTRACTUAL	28-3702-029	\$ 15,000.00	\$ 15,500.00
MATERIALS & SUPPLIES	28-3702-030	\$ 3,000.00	\$ 3,000.00
RECREATION EQUIPMENT	28-3702-065	\$ 5,000.00	\$ 5,000.00
RECREATION PROGRAMS	28-3702-069	\$ 3,000.00	\$ 3,000.00
SENIORS	28-3702-115	\$ 11,000.00	\$ 11,000.00
MUNICIPAL LIBRARY O/E	29-3902		
CONTRIBUTION	29-3902-105	\$ 527,027.00	\$ 527,027.00
ACCUMULATED SICK LEAVE COMP	30-4152		
OTHER CONTRACTUAL	30-4152-029	\$ 50,000.00	\$ 50,000.00
CELEBRATION OF PUBLIC EVENTS	30-4202		
OTHER CONTRACTUAL	30-4202-029	\$ 1,200.00	\$ 1,200.00
CONTRIBUTION (Mc GUIRE CENTER)	30-4202-110	\$ 2,000.00	\$ 2,000.00
UNCLASSIFIED UTILITIES	31-4302		
ELECTRICITY	31-4302-106	\$ 86,000.00	\$ 95,000.00
GASOLINE	31-4602-020	\$ 68,000.00	\$ 68,000.00
STREET LIGHTING	31-4302-108	\$ 62,150.00	\$ 68,000.00
TELEPHONE	31-4302-109	\$ 33,000.00	\$ 36,000.00
WATER	31-4302-110	\$ 17,500.00	\$ 19,500.00
NATURAL GAS	31-4302-111	\$ 45,000.00	\$ 45,000.00
SEWERAGE PROCESSING O/E	31-4552		
CONTRACTUAL SERVICES	31-4552-020	\$ 442,513.27	\$ 468,277.82
SOCIAL SECURITY SYSTEM	36-4722		
CONTRACTUAL SERVICES	36-4722-020	\$ 126,000.00	\$ 126,000.00
PFRS	36-4752-020	\$ 164,095.00	\$ 315,719.00

DPW Employees

NAME	TITLE	2009 BASE	0	2010 BASE	LNGV	LONG AMT	TOTAL	5 day furlough	medical
ALAN SCHRADER	FOREMAN	\$ 74,314.96	-	\$ 74,314.96	8.00%	\$ 5,945.20	\$ 80,260.24		
ALAN SCHRADER	foreman pay	\$ 4,000.00		\$ 4,000.00			\$ 4,000.00		
ALAN SCHRADER	C II SEWER	\$ 2,000.00		\$ 2,000.00			\$ 2,000.00		
ALAN TOTAL		\$ 80,314.96		\$ 80,314.96			\$ 86,260.24	\$ 1,658.85	\$ 1,293.90
MICHAEL CONGIUSTI 7/3/2006	LABORER	\$ 44,669.36	STEP 4'09	\$ 44,669.36	N/A	N/A	\$ 44,669.36		
			STEP 5 '10	\$ 46,946.98	N/A	N/A	\$ 46,946.98	\$ 902.83	\$ 704.20
JOHN STRAUB	LABORER	\$ 74,314.96	-	\$ 74,314.96	8.00%	\$ 5,945.20	\$ 80,260.24	\$ 1,543.47	\$ 1,203.90
JAMES SMITH	LABORER	\$ 74,314.96	-	\$ 74,314.96	6.50%	\$ 4,830.47	\$ 79,145.50	\$ 1,522.03	\$ 1,187.18
THOMAS SHOPPE	LABORER	\$ 59,987.54	-	\$ 59,987.54	3.50%	\$ 2,099.56	\$ 62,087.14	\$ 1,193.98	\$ 931.31
ROBERT TRACEY	LABORER	\$ 59,987.54	-	\$ 59,987.54	3.50%	\$ 2,099.56	\$ 62,087.14	\$ 1,193.98	\$ 931.31
TIM QUINN	LABORER	\$ 59,987.54	-	\$ 59,987.54	N/A		\$ 59,987.54	\$ 1,153.61	\$ 899.81
JOHN ODDO Recycling Co-ordinator	LABORER	\$ 59,987.54	-	\$ 59,987.54	N/A		\$ 59,987.54		
		\$ 2,000.00		\$ 2,000.00			\$ 2,000.00		
							\$ 61,987.54	\$ 1,192.07	\$ 929.81
WILLIAM B LALLY	LABORER	\$ 49,281.92	STEP 9 '09	\$ 49,281.92	N/A		\$ 49,281.92	\$ 1,003.14	\$ 782.45
			STEP 7 '10	\$ 52,163.45	N/A		\$ 52,163.45	\$ -	\$ -
							\$ 11,363.96	\$ 8,863.89	\$ -
							2370.93		
							\$ 13,734.89		

Norwood Police Department

Name	Hire Date	12/31/2010	Base +long	Base Contract	2%	3.50%	8%	Uniform	Education	Holiday	Det.	Medical 1.5%	Lay Off Plan
Amatucci John	2/7/2000	10.90	\$102,427.00	\$100,223.00		\$3,507.81		\$600.00		5196.54	200	\$ 1,558.96	
Barbieri, Christopher laid off 5/21/2010	1/12/2007	3.97	\$69,505.00	\$69,505.00				\$600.00		3475.25			\$ 41,435.67
Baldino, Anthony	8/19/1985	25.38	\$106,737.49	\$100,223.00			\$8,017.84	\$600.00				\$ 1,623.61	
Buongiorno Perry	11/15/1984	26.14	\$113,227.14	\$104,840.00			\$8,387.20	\$600.00		5661.36		\$ 1,698.41	
Ellinger Thomas	3/19/1984	26.80	\$114,048.00	\$104,840.00			\$8,387.20	\$600.00	\$760.00	5661.36		\$ 1,698.41	
Federici, Christian S	2/7/2000	10.90	\$102,427.00	\$100,223.00		\$3,507.81		\$600.00		5196.54	200	\$ 1,558.96	
Henrici, Steven F	8/19/1985	25.38	\$111,654.00	\$104,840.00			\$8,387.20	\$600.00		5661.36		\$ 1,698.41	
Kapu, Boghos P	6/1/2000	10.59	\$102,227.00	\$100,223.00		\$3,507.81		\$600.00		5186.54		\$ 1,555.96	
Kraples, Jeff	3/15/1980	30.82	\$138,346.27	\$128,098.40			\$10,247.87	\$600.00	\$80.00	6917.314		\$ 2,075.19	
Russino Salvatore	8/1/1996	14.42	\$103,730.80	\$100,223.00		\$3,507.81		\$600.00		5186.54		\$ 1,555.96	
Russo, Thomas	7/15/2002	8.47	\$102,227.00	\$100,223.00	\$2,004.46			\$600.00		5111.373		\$ 1,533.41	
Sposa Richard B	11/15/1973	37.15	\$123,464.52	\$113,879.00			\$9,110.32	\$600.00	\$440.00	6149.466		\$ 1,844.84	
Tobin Thomas V	9/25/2000	10.27	\$102,227.00	\$100,223.00	\$2,004.46			\$600.00		5111.373		\$ 1,533.41	
White Julie laid off 5/21/2010	7/15/2002	8.47	\$102,227.00	\$100,223.00	\$2,004.46			\$600.00		5111.373			\$ 60,943.02
Total			\$1,494,475.22					\$8,400.00		69626.39	400	\$ 19,935.54	102,378.69

Non-Union Employees

NAME	2009 SALARY	0.00% INCREASE	2010 SALARY	%LNG AMT LNV	TOTAL 2010 SALARY	NEW BI-WEEKLY	24 PAYS RETRO	Sick Pay	Date of Hire	Medical Costs	5day furlough	Part-Time 1.92% Salary Reduction
<u>LORRAINE McMACKIN</u> CLERK	\$ 72,264.48		\$ 72,264.48	3.50%	\$2,529.26	\$74,793.74		\$ 3,452.02			\$ 1,438.34	
ADMINISTRATOR	\$ 13,836.68		\$ 13,836.68	3.50%	\$484.28	\$14,320.96		\$ 660.97			\$ 275.40	
	\$ 86,101.16		\$ 86,101.16			\$89,114.70	\$3,427.49	\$ 4,112.99	1/31/2000		\$ 1,713.74	
<u>CAROL DONOVAN</u> DEPUTY CLERK	\$ 48,454.78		\$ 48,454.78	2%	\$969.10	\$49,423.88	\$1,900.92	\$ 2,281.10		\$ 741.36	\$ 950.46	
<u>JULIE FALKENSTERN</u> ADMINISTRATIVE ASST.	\$ 12,480.00		\$ 15,600.00			\$ 600.00			9/14/2009			
<u>KUNJESH TRIVEDI</u> TAX COLLECTOR	\$ 62,500.00		\$ 62,500.00			\$2,403.85		\$ 2,884.62	7/1/2008	\$ 937.50	\$ 1,201.92	
<u>MAUREEN NEVILLE</u> CMFO/TREAS	\$ 25,000.00		\$ 25,000.00			\$961.54			1/10/2000			\$ 480.00
<u>FINANCE CLERK</u> LYNN MAZZILLI	\$ 15,600.00		\$ 15,600.00			\$600.00			10/5/2009			\$ 192.00
<u>ASSESSOR - JOHN GUERCIO</u>	\$ 10,000.00		\$10,000.00			\$384.62						\$ 182.31
<u>H. GUERCIO - SECRETARY</u>	\$ 9,495.11		\$ 9,495.11			\$365.20	\$213.76					\$ 182.31
<u>CATHY PUGLISI</u> PLANNING BOARD SECY	\$ 3,500.00		\$ 3,500.00			\$134.62						
TECHNICAL ASSISTANT	\$ 15,600.00		\$ 15,600.00			\$600.00						
ZONING BOARD SECY	\$ 2,400.00		\$ 2,400.00			\$92.31						
TOTAL PUGLISI	\$ 21,500.00		\$ 21,500.00			\$826.92			7/13/2009			\$ 412.80
<u>PAUL RENAUD</u> CONSTRUCTION OFFICIAL	\$ 40,713.10		\$ 40,713.10			\$1,565.89	\$916.52		2/27/2006			
FIRE INSPECTOR	\$ 1.00		\$ 1.00			\$ 1.00						
TOTAL RENAUD	\$ 40,714.10		\$ 40,714.10			\$ 40,714.10						\$ 781.71

Non-Union Employees

NAME	2009 BASE	0.00% 2010 BASE	%LNG AMT LNV	TOTAL 2010	NEW BI-	24 PAYS	Sick Pay	Date of Hire	Medical Costs	5day furlough	Part-Time 1.92% Salary Reduction
<u>LENNY HERMAN</u>								2/21/1995			
PLUMBING SUB-CODE	\$ 9,217.00	\$ 9,217.00		\$ 9,217.00	\$354.50						
FIRE INSPECTOR	\$ 1.00	\$ 1.00		\$ 1.00	\$0.04						\$ 176.99
TOTAL HERMAN	\$ 9,218.00	\$ 9,218.00		\$9,218.00	\$354.54	\$207.56					\$ 176.99
<u>PETE DICOSTANZO</u>											
ELECTRICAL SUB-CODE	\$ 9,217.00	\$ 9,217.00		\$9,217.00	\$354.50	\$207.60					\$ 176.97
<u>WILLIAM MCGUIRE</u>								1/1/1988			
FIRE SUB-CODE	\$ 9,217.00	\$ 9,217.00		\$ 9,217.00	\$354.50	\$ 207.60					
FIRE INSPECTOR	\$ 8,155.67	\$ 8,155.67		\$ 8,155.67	\$313.68	\$ 183.59					
ASST. BLDG. INSPECTOR	\$ 3,798.36	\$ 3,798.36		\$ 3,798.36	\$146.09	\$ 85.46					
SECRETARY/FIRE PREVENT	\$ 4,022.00	\$ 4,022.00		\$4,022.00	\$154.69	\$ 90.54					
DEPUTY REGISTRAR	\$ 1,000.00	\$ 1,000.00		\$1,000.00	\$38.46						
TOTAL McGUIRE	\$26,193.03	\$ 26,193.03		\$ 26,193.03	\$1,007.42	\$ 567.18					\$ 502.91
<u>KENNY SHEPPARD</u>											
FIRE INSPECTOR	\$ 7,068.25	\$ 7,068.25		\$ 7,068.25	\$271.86	\$159.02					\$ 135.71
<u>CHUBBY BOCCHINO</u>											
FIRE INSPECTOR	\$ 7,068.25	\$ 7,068.25		\$ 7,068.25	\$271.86	\$159.02					\$ 135.71
<u>LINDSAY TAGLIERI</u>											
COURT ADMINISTRATOR	\$ 45,675.97	\$ 45,675.97	2%	\$ 913.52	\$1,791.90	\$1,871.60	\$ 2,150.28	1/1/2005	\$ 698.84	\$ 895.95	
<u>ROBERT SOLOMON</u>											
JUDGE	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$192.31						\$ 96.00
<u>CARINNE MURPHY</u>											
BD OF HEALTH SECY	\$ 15,600.00	\$ 15,600.00		\$15,600.00	\$600.00			2/9/2009			
REGISTRAR	\$ 500.00	\$ 500.00		\$ 500.00							
TOTAL MURPHY	\$ 16,100.00	\$ 16,100.00		\$16,100.00							

AGREEMENT

**BETWEEN
THE BOROUGH OF NORWOOD
AND
NORWOOD DPW ASSOCIATION**

JANUARY 1, 2004 through DECEMBER 31, 2008

Mayor Michael B. Kaplan

Council President Altenbach

Councilman Brizzolara

Councilwoman Senatore

Councilman Guercio

Councilman Scott

Councilman Barsa

TABLE OF CONTENTS

Preamble4

Article I – Association Recognition.....4

Article II-Preservation of Rights.....5

Article III–Non-Discrimination..... 6

Article IV – Association Rights and Responsibilities.....7

Article V - Dues Deduction and Agency Fee.....8,9

Article VI- Probationary Period.....9

Article VII-Seniority..... 10

Article VIII-Hours of Work.....11

Article IX Overtime.....12,13

Article X-Salaries.....13

Article XI-Longevity.....14

Article XII-Stand By Time.....15

Article XIII-Recall.....16

Article XIV-Sick Leave.....17, 18, 19

Article XV-Workers Compensation Policy20

Article XVI-Civil Leave – Court Duty.....20

Article XVII-Military Leave.....20

Article XVIII-Bereavement Leave.....21

Article XIX-Personal Leave.....21

Article XX-Vacations.....22

Article XXI-Holidays.....23

Article XXII-Medical Benefits.....24

Article XXIII-Safety.....25, 26

Article XXIV-Discipline.....26

Article XXV-Grievance Procedure.....27, 28

Article XXVI-Bulletin Board.....28

Article XXVII-Personnel Files.....29

Article XXIII-Uniforms.....30
Article XXIX-Duties of the Foreman... ..30
Article XXX-Fully Bargained Agreement.....31
Article XXXI-Duration.....31
Article XXXII-Retroactivity.....31
Appendix "A".....32
Signature Page.....33

PREAMBLE

THIS AGREEMENT, is made on this 1st day of January 2004 by and between the BOROUGH OF NORWOOD (hereinafter referred to as the “Employer”), a body politic and corporate of the State of New Jersey, and the Norwood DPW Association (hereinafter referred to as “the Association”).

ARTICLE I. ASSOCIATION RECOGNITION

The “Employer” recognizes the Norwood DPW Association as the exclusive bargaining representative of all regular full time employees for the purpose of collective negotiations concerning negotiable terms and conditions of employment.

ARTICLE II. PRESERVATION OF RIGHTS

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

- (a) To executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;
- (b) To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;
- (c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law, all of which are subject to any limiting provisions of this Agreement.

Nothing contained herein shall be construed to deny or restrict the Employer of his rights, responsibilities and authority, under R.S. 11, 40 and 40A or any other national, state, county or other applicable laws.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instructions, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE III. NON-DISCRIMINATION

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

- B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

- C. All references in this Agreement to the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE IV. ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The "Employer" agrees that it will not enter into any collective negotiations Agreement with any organization other than the "the Association" with regard to the employees covered in Article I, Recognition, so long as it continues to represent such employees during the Terms of this Agreement.
- B. The Association shall be responsible for acquainting its members with the terms and provisions of this Agreement and shall make every reasonable effort to secure compliance by its members with those terms and conditions.
- C. The Association business agent and/or his representatives previously designated by "the Association" shall be admitted on the premises of the "Employer" for Association business, and can raise with the "Employer" any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. The actions by "the Association" business agent and/or representatives shall be only during regular business hours and upon prior notice to the Superintendent.
- D. The Association may designate one (1) employee representative who can raise with the "Employer" any questions concerning the enforcement and applicability of the Agreement, and all terms and conditions of employment. The Association shall furnish to the "Employer" in writing within thirty (30) days of the date of the signing of this Agreement the name of the representative and notify the "Employer" of any changes within thirty (30) days after said changes are made. Time spent on "the Association business shall not be included as qualifying time toward overtime calculations.

ARTICLE V. DUES, DEDUCTION, AND AGENCY FEE

- A. Regular membership dues will be deducted from each employee's paycheck at \$15 every pay period.
- B. The Association having made membership available to all employees covered by the within unit on an equal basis, it is, therefore, agreed between the parties that all non-member employees are required to pay a representation fee in lieu of dues as a condition of employment. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join "the Association" within (30) days thereafter, any new permanent employee who does not join within (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) working days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to "the Association" by automatic payroll deduction. This fee shall not to exceed eighty five percent (85%) of the regular membership dues, fees and assessments, as permitted under the New Jersey Employer-Employee Relations Act. As amended, P.L. 1974c 123 (C.34: 13A-5.4). The Association shall certify to the Employer that the amount of said fee is as permitted by law and the Association has established and maintains a demand and return system as required by N.J.S.A. 34:13A-5.5.
- C. The "Employer" shall deduct such fee by means of a payroll deduction and remit same to the Treasurer of the Association together with the list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions are made.

- D. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as "the Association" remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between "the Association" and the "Employer".
- E. Seasonal and part time employees can work no more than one hundred twenty (120) days in one calendar year and are exempt from dues and initiation fees. Except in the case of emergency or in the event of performance of an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week, to a maximum of 120 days in any calendar year. Seasonal or Part-time employees shall not be hired or retained if regular permanent employees are on temporary layoff due to reduction in force.

ARTICLE VI. PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of one year. During this probationary period, the Borough reserves the right to terminate the employee in its sole subjective discretion. A probationary employee so terminated shall not have recourse under this Agreement.

ARTICLE VII. SENIORITY

- A. SENIORITY – Seniority is defined as employment based on length of continuous service with the Borough from the date of hire.

- B. SENIORITY LIST – A seniority list shall be made available to the Union twice a year – January 1 and July 1, showing the date of hire and rank or last date of rehire of all employees in the bargaining unit by the Borough Clerk’s Office.

- C. Seniority shall prevail in all matters where a preference may be established, such as, without limiting the generality of the foregoing, economic layoff, recall and vacation choices. The person or persons last hired shall have the last preference. Employees who are laid off will be eligible for recall up to a maximum of 9 months from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within forty-eight hours of this notice of recall which shall be by regular mail or certified mail addressed to the employees last address in the employer’s file, a copy of which shall be given to the Union.

- D. An employee shall on the date worked immediately following successful completion of the probationary period be considered to have seniority as of the date of hire.

ARTICLE VIII. HOURS OF WORK

- A. The regular workweek shall consist of forty (40) working hours, Monday through Friday, inclusive. The regular workday shall consist of eight (8) working hours commencing no earlier than 7:00 a.m. and ending no later than 3:30 p.m., with one half (1/2) hour unpaid lunch break.
- B. During each regular workday, employees covered by this Agreement shall receive two (2) fifteen (15) minute duty-free breaks: one during the morning and one during the afternoon. The scheduling of these breaks shall be at the discretion of the Superintendent of the Department. In no instance may these breaks be scheduled to permit late arrival or early dismissal of any employee.
- C. The Borough of Norwood will pay Ten (\$10.00) Dollars toward meals whenever any employee works twelve consecutive hours. In a call-out emergency situation when an employee is not scheduled to work, the employee is entitled to one (1) Ten (\$10.00) Dollar meal payment per eight (8) hour shift. Payment can be made by the submission of a cash voucher.

ARTICLE IX. OVERTIME

- A. Work in excess of the EMPLOYEE'S basic eight (8) hour or forty (40) week shall be overtime and shall be paid at time and one-half (1.5) rate in pay. For a consecutive period that includes more than eight (8) hours of overtime, any overtime hours worked beyond that period shall be paid at double (2) the straight hourly rate for snowplowing and emergency situations only.
- B. With the approval of the Superintendent, an Employee may elect to receive compensatory (CTO) time in lieu of overtime pay.
- C. For time worked on a Sunday or Holiday, compensation shall be paid at the rate of two (2) times the above hourly rate of pay for each hour of work, provided that the Employee works all scheduled days during the work week on which the Sunday or Holiday falls.
- D. If an Employee works twenty-four (24) hours without being relieved for the day, he or she shall receive overtime for his next contiguous shift as well.
- E. Compensatory time off in lieu of cash payment for overtime may accrue to a maximum of 40 clock hours (i.e., 60 total hours). Employees who accrue the maximum 40 clock hours of CTO shall thereafter be paid cash overtime payments for all approved overtime in excess of 40 clock hours.
- F. All overtime will be paid together with the regular paycheck, consistent with the Fair Labor Standards Acts.
- G. In snow emergencies, or other natural or manmade disasters overtime is mandatory. Every effort will be made by the Superintendent, in good faith, to accommodate family or personal emergencies. Regular doctor or dental appointments, not of an emergency nature, ordinarily do not constitute a personal emergency justifying the refusal of overtime in an emergency situation. The part-time outside employment of a Department of Public Works employee, employed full-time by the Borough of Norwood, does not constitute justification for the refusal of mandatory overtime.
- H. It is recognized that as a condition of employment the employees of the Department of Public Works acquire and maintain commercial driver's license. It is recognized that the DWI standards for a commercial driving license are more stringent than the general requirements for a New Jersey driving license. If employees are called in on a snow or

other emergency, they shall advise the Superintendent if they are unable to meet the commercial driving license standards. It is expected that all employees arrive at work on their regular shift, 7:00 a.m. to 3:30 p.m., fit for work. When employees anticipate a snow emergency, it is the responsibility of the employees to conduct themselves in such manner as they will be fit for work when called in.

- I. Cash overtime payment shall be computed at one and one-half (1.5) times the employee's regular rate of pay. Compensatory time off shall be calculated at the rate of one and one-half (1.5) hours of CTO for each hour of overtime work. Paid leave time, including but not limited to vacation leave, sick leave, and CTO shall not be included when calculating hours worked for purposes of overtime eligibility.
- J. Each employee shall complete his/her own overtime voucher and have it signed by the Superintendent and it shall be the responsibility of the Superintendent to submit the voucher for payment.

ARTICLE X

SALARIES

- 1. The base annual salaries shall be set forth in Appendix "A".
- 2. Any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.
- 3. Employees automatically move to the next highest step on their anniversary date of hire.
- 4. To compute an employee's regular rate of pay, the employee's base pay and longevity, if any, shall be added and then divided by two thousand eighty (2080) hours so that the employee's annual salary is converted to an hourly rate.

ARTICLE XI
LONGEVITY

All full-time employees covered under this agreement hired on or before January 1, 1998 shall be entitled to, longevity payments compounded with base annual salary as set forth in the following schedule:

After five years of service.....	2% per annum
After ten years of service.....	3.5% per annum
After fifteen years of service.....	5% per annum
After twenty years of service.....	6.5% per annum
After twenty five-years of service.....	8% per annum

All other employees covered under this Agreement hired on or after January 1, 1998 are ineligible for longevity benefits.

ARTICLE XII

STAND BY TIME

1. One employee in the Public Works Department shall be available for employment by the department on each weekend and on each holiday described in Article XXII. The employee on stand-by shall be compensated at the rate of one hundred twelve dollars and fifty cents (\$112.50) per day. Any employee who is called into work shall be guaranteed a minimum of two (2) hours pay at the designated overtime rate. However, if the employee is called into work, released before the two (2) hour minimum period has elapsed and then recalled within the same two (2) hour period, he shall not be entitled to receive a second two (2) hour minimum pay.
2. In the event of a sewer emergency, any employee holding a CI or CII Waste Water Treatment License called into work shall be guaranteed a minimum of four (4) hours pay at the designated overtime rate. However, if the employee is called into work, released before the four (4) hour minimum period has elapsed and then recalled within the same four (4) hour period, he shall not be entitled to receive a second four (4) hour minimum pay.
3. A list of those employees to be assigned to standby duty for each weekend of the year shall be posted within five (5) days from the date hereon and thereafter not later than ten (10) days prior to January 1st 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, illnesses or other incapacity.
4. In the event a designated employee is unable, for any reason, to be on standby, he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to the Superintendent within a reasonable time before the commencement of such standby duty.
5. Any personnel called out on Christmas Day, New Years Day and Thanksgiving Day will receive double-time pay.

ARTICLE XIII

RECALL

- A. Each recall to work will be compensated at a minimum of two (2) hours multiplied by 1 ½ times the employee's hourly rate of pay, which will be defined as weekly base pay plus all items compounded with base pay divided by 40 hours, in addition to the portal-to-portal allowance of one-half hour. A Recall is defined as any call to return to duty, except for snow or other emergencies, as defined in the Emergency Management Guide in place as of January 1, 1998, which occurs at least three hours after the conclusion of an employee's shift. Once the reason for the recall subsides, the employee shall be dismissed from duty. If the recall takes place on a Sunday or Holiday, then the employee shall be compensated at double the hourly rate of pay in accordance with Article IX, Paragraph C.
- B. The Superintendent of the Department shall keep a record of all overtime and shall make every effort, consistent with the needs of the Borough, to distribute overtime assignments equally among the members of the Department.
- C. The parties agree that when an employee is injured while traveling in response to, or as a result of a recall, and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement.

ARTICLE XIV. SICK LEAVE

Section One – Sick Leave

- A. Sick leave may be used by employees who are unable to work because of:
1. personal illness or injury;
 2. exposure to contagious disease; or
 3. care which is necessary because of the serious health condition of member of the employee's immediate family in accordance with the Federal FMLA or State FLA.
- B. Employees shall be entitled to annual sick leave as set forth below:
1. Newly hired employees shall receive eight (8) hours of sick leave for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and four (4) hours of sick leave if they begin on the 9th through the 23rd of the month.
 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with eight (8) hours of sick leave for each month of completed service.
- C. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with ninety-six (96) hours of sick leave.
- D. Sick leave credits shall not accrue after an employee has resigned or applied for retirement although the employee's name is being retained on the payroll until exhaustion of vacation leave or other compensated leave.
- E. An employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
- F. If an employee will be absent for reasons that entitle the employee to sick leave, the Superintendent shall be notified promptly but no later than one (1) hour prior to the employee's usual reporting time, except in cases of emergency as approved by the Superintendent.
1. Failure to notify the Superintendent may be cause for disciplinary action.

2. Absence without notice for five (5) consecutive scheduled working days shall constitute a resignation not in good standing.
- G. An employee who is absent on sick leave may be required to submit reasonable verification, including verification by a physician, of the need for sick leave. Before returning to work from a sick leave of five (5) consecutive working days or more, an employee must provide a written physician's statement verifying that the employee is fit for duty and may safely return to work.
- H. Abuse of sick leave may be cause for disciplinary action.
- I. The Superintendent may require an employee who has been absent because of personal illness or injury, as a condition of the employee's return to duty, to be examined, at the Employer's expense, by a physician designated by the "Employer". The examination shall establish whether the employee is capable of performing the employee's normal duties and that the employee's return will not jeopardize the health and safety of the employee or other employees or citizens.
- J. An employee using paid sick leave shall be confined to the employee's designated domicile during the employee's regularly scheduled work day, excepting periods of hospitalization, examinations at doctor's office or medical facility, and visits to a local drug store for purposes of obtaining medications.
- K. An employee using paid sick leave shall not engage in any other work or employment during the employee's period of sick leave.
- L. The Superintendent may require verification of illness, accident, disability, injury, disease or death of an employee's immediate family member when the employee's use of paid sick leave is due to the serious illness or death of an immediate family member
- M. Failure to follow sick leave notification and verification procedures may result in a denial of sick leave for that specific absence, be considered an abuse of sick leave and/or constitute cause for disciplinary action.

Section Two -- Compensation for Unused Sick Leave

- A. For those employees hired prior to January 1, 1998 the Borough may pay all employees for their accumulated sick days at anytime prior to separation from employment, provided that all employees are paid at or near the same time, or the Borough may pay each employee at his/her separation from employment for any reason. Whichever of the two options the Borough selects, the rate of payout shall be the daily rate of pay in effect at the time the Borough elects to cash-out an employee's sick leave bank.
- B. Employees shall be compensated annually for their unused sick leave, if any, up to ninety-six (96) hours per year. Said payment shall be paid to employees in January of the year immediately following the year in which the sick leave time was accrued and earned. Payment for unused earned sick leave shall be based on the employee's regular rate of pay in effect as of December 31 of the year in which the sick leave time was accrued and earned. Employees shall not accumulate unused sick leave from year to year.

ARTICLE XV. WORKERS COMPENSATION POLICY

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Borough covers workers compensation benefits through its membership in the Bergen County Municipal Joint Insurance Fund (JIF). Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the JIF and payment for unauthorized medical treatment may not be covered pursuant to this Act.

ARTICLE XVI. CIVIL LEAVE – COURT DUTY

Jury Duty will be considered a leave with pay for the time required to attend jury duty that is scheduled either during work hours as prescribed by N.J.S.A. 2A:69-5

ARTICLE XVII. MILITARY LEAVE

Military leave for employees training or serving with any Armed Forces of the United States will be granted for a period not to exceed 15 days. Military leave will also be granted in accordance with the laws applying in such cases for a period not to exceed 90 days for those units, which are federally activated. Employees will be compensated with differential pay during such periods as approved by the Borough Council.

ARTICLE XVIII. BEREAVEMENT LEAVE

1. All full-time employees covered by this Agreement shall be entitled to three (3) consecutive working days Bereavement Leave, with pay, upon the death of a member of his immediate family. (One day of such leave must be either the day of death or the day of the funeral.) Immediate family is defined as spouse, children, parents, brothers, sisters and grandparents of the employee or spouse. Such Bereavement Leave shall not be charged against the employee's vacation or such leave time.
2. An employee may request to use vacation leave in addition to the bereavement leave provided for in this Article. The Superintendent may approve or disapprove the use of vacation leave as bereavement leave in the Superintendent's sole discretion.

ARTICLE XIX. PERSONAL LEAVE

1. Such employee covered by this Agreement shall be granted three (3) personal leave days per year. The employee shall not be required to advise his superior of the reason for such personal days.
2. Personal leave time shall be used in eight (8) hour segments.
3. Newly hired employees shall receive pro-rated personal leave up to the end of their first calendar year. Thereafter, at the beginning of the next calendar year, in anticipation of continued employment, newly hired employees shall be credited with the same personal leave as other employees.
4. Employees shall be required to give the Superintendent of the Department a minimum of twenty-four hours notice of the intent to take such leave and must receive approval from the Superintendent of the Department to insure that the Borough has adequate personnel on hand to perform all necessary functions.

ARTICLE XX VACATIONS

1. All vacation time is earned January 1 of each year. Employees covered under this Agreement shall be entitled to vacations as follows:
 - i. 1 to 5 years of service.....11 working days
 - ii. 6 to 10 years of service.....16 working days
 - iii. 11 to 16 years of service.....21 working days
 - iv. 17 to 19 years of service.....24 working days
 - v. 20 or more years of service.....26 working days

2. All vacation time shall be scheduled subject to the approval of the Superintendent of the Department.

3. Employees shall be entitled to carryover unused vacation days, to a maximum of five days, to the next succeeding year only if the employee is precluded for business reasons from using the vacation days. Any vacation days to be carried over must be requested, in writing, to the Borough Administrator no later than November 1 .

4. With respect to new hires, such employees will earn vacation during their first year of employment on a pro-rated basis; i.e., one (1) day per month. Upon separation from employment of a newly hired employee during the first year of employment, there will be no docking of that employee's final pay based upon his or her use of any amount of vacation days during the initial year of employment.

5. A winter vacation will be permitted on a seniority basis of one man per week with prior approval of the Superintendent. It is understood that in the event of a snow emergency, if the employee is not away, he will be available for overtime and the vacation day(s) will not be forfeited.

ARTICLE XXI HOLIDAYS

1. All employees covered by this Agreement shall be entitled to thirteen (13) holidays at their regular rate of pay. Such holidays shall be:
 - i. New Year's Day
 - ii. Lincoln's Birthday
 - iii. President's Day
 - iv. Good Friday
 - v. Memorial Day
 - vi. Independence Day
 - vii. Labor Day
 - viii. Columbus Day
 - ix. Veteran's Day
 - x. Thanksgiving Day
 - xi. Day after Thanksgiving
 - xii. Christmas Day
2. The thirteenth holiday will be a fourth 4th Personal Day.
3. If any of the foregoing Holidays are changed by State or Federal Law, then this Article shall be automatically adjusted according to the legal change in holiday. In addition, all employees covered by this Agreement shall be granted such other holidays, as may be declared by State or Federal Law.
4. An employee must work a full day before and the full day after a holiday in order to be compensated for the holiday unless vacation leave has been utilized.

ARTICLE XXII MEDICAL BENEFITS

1. Hospitalization and Medical Benefits: Active employees and eligible spouses and dependents shall be entitled to hospitalization and medical benefits under the Hospital-Medical Plan in effect on January 1, 2004, except as otherwise modified by this Agreement.
2. The Employer reserves the right to change or modify the foregoing plan and benefits, to substitute insurance carriers or to self-insure provided that in the aggregate substantially similar benefits are provided and at least thirty (30) days advance notification of any such change is provided to the Association.
3. The Employer will annually reimburse each employee, to a maximum of One Hundred Fifty (\$150) Dollars, for the purchase of prescription eyewear such as eyeglasses (frames and/or lenses) and contact lenses upon submission of a receipt and duly signed voucher.
4. The Employer will provide all full-time employees covered under this Agreement with a family dental plan.
5. If the Employer remains a participant in the New Jersey State Health Benefits Program and adopts Chapter 48 coverage for retirees, then said coverage shall be extended to employees covered by this Agreement to the fullest extent required by law.
6. Effective January 1, 2006 employees who elect to be covered under the NJ Plus, HMO shall receive a merit raise as follows:
 1. \$1,000 for Family coverage
 2. \$ 500 for Husband/Spouse *or Single Employee with Children*
 3. \$ 250 for Single coverage

ARTICLE XXIII

SAFETY

1. It is the intent of both the Borough and the Association that all operations of the DPW conducted in a manner consistent with minimizing risk of injury to any person. To this end the Borough shall form a Safety Committee consisting of two (2) employees from the Bargaining Unit and the Borough Administrator and DPW Liaison. This committee shall meet from time to time when request for such meetings is received from two (2) of the members. The committee shall discuss matters of safety as it pertains to the Borough operations and procedures and shall be entitled to bring its comments and recommendations to the governing body of the Borough for the latter's consideration.
2. Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or bring them to the attention of a member or the joint management-labor safety advisory group. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.
3. In instances where such recommendations shall take the form of recommended protective wearing apparel such as protective eyewear, hearing protectors, etc., the Borough will provide each employee covered by this Agreement with such equipment. Every employee shall be required to utilize such safety equipment at all time in accordance with the safety training provided by the Borough.
4. Failure of an employee to properly maintain and utilize such safety equipment shall be deemed neglect of duty and shall subject the employee to appropriate disciplinary action. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report

5. or, where appropriate, remedy such situations, may be subject to appropriate disciplinary action.
6. Any employee/driver covered by this Agreement shall be required to break for a period of four (4) hours after having driven for ten (10) hours of duty during sanding and salting operations.
7. The Union shall have the power to appoint one of its members as a Safety Delegate to the Borough's Safety Committee.
8. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify Bergen Risk Management, the Safety delegate and the Superintendent. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.
9. All full-time employees are required to use safety helmets, shoes, vests, work boots and gloves. Other safety gear (Goggles, face masks, ear protection and filter masks) are required, as appropriate to the situation.
10. Each employee is required to maintain his safety equipment in good condition and request replacement of equipment no longer safe to use.

ARTICLE XXIV

DISCIPLINE

1. Discipline of an employee shall be imposed only for cause. Discipline under this Article means oral or written reprimand, suspension, or dismissal from service, based on the personal conduct or performance of the employee involved.
2. In all matters where disciplinary action is contemplated, the Borough shall supply forthwith the employee and the Union office with the charge.
3. Upon charges being brought against an employee, the employee and Union office shall be immediately supplied with the charges and any written documentation submitted.

ARTICLE XXV
GRIEVANCE PROCEDURE

The following steps are hereby established as the personal grievance procedure to be followed by all employees of the Borough covered by this Agreement. The term "grievance" shall mean any complaint concerning employee discipline or the application, interpretation or violation of this Agreement or of policies and administrative decisions affecting employees covered by this Agreement. With respect to disciplinary disputes, any discipline issued by the Borough to an employee during his/her one-year probationary period shall not be subject to review under the grievance and arbitration procedures set forth herein.

Step 1. Within five (5) working days after either the occurrence of the event or act, which gave rise to a grievance, or the date on which the employee knew or should have known of such an event or act, the employee or the Association shall submit a written grievance with the Superintendent of the Department outlining the basis of the grievance. Within seven (7) working days next following such oral discussion, the Superintendent of the Department shall communicate in writing his decision to the employee or the Association. If the decision is unsatisfactory to the employee or the Association, or if the Superintendent fails to communicate his decision within the said seven (7) working days, the employee may proceed to Step 2 of this grievance procedure.

Step 2. Within five (5) working days following the denial or failure of relief under Step 1, the employee, or the Association shall submit the grievance to the DPW Committee, which shall be identified by the Borough upon the signing of the Agreement. Within ten (10) working days thereafter, the DPW Committee shall communicate its decision, in writing, to the employee or the Association. In the event that the employee or the Association does not receive satisfactory relief within the time herein provided, either shall have the right to proceed to Step 3 of this grievance procedure.

Step 3. Within five (5) working days after an unsatisfactory decision or result under Step 2, the employee or the Association may present the written grievance to the Mayor and Council, by way of service on the Borough Clerk or Borough Administrator. Within ten (10) working days after the grievance has been filed with the mayor and Council, the Mayor and Council shall issue a written decision on the grievance. The Mayor and Council may designate this task to the Borough Administrator if they so choose.

Step 4. Within five working days after the employee's or Association's receipt of the Step 3 decision of the Mayor and Council, or its designee, the Association or the employee may submit the grievance to binding arbitration in accordance with the rules and regulations of the New Jersey State Board of Mediation. Unless the Award is vacated by a Court of competent jurisdiction, the decision of the Arbitrator shall be binding upon the parties and shall be implemented within a reasonable period of time from the issuance of the Award. The parties agree to be bound by common law arbitration procedures with respect to the filing of an appeal to challenge any Arbitration Award in a court of competent jurisdiction.

ARTICLE XXVI

BULLETIN BOARD

The Employer shall provide adequate space in the DPW Building designated by the Superintendent for an exclusive Association bulletin board. The Association may use the bulletin board to post notices of union meetings, union recreational and social affairs, elections and notices concerning the welfare of the employees in general. The Superintendent may approve, in his sole discretion, other postings provided such postings are not inflammatory, discriminatory, disparaging, obscene, defamatory or derogatory. Bulletin boards shall not be used to post any information or materials pertaining to elected officials or political candidates (e.g., candidates for Norwood Borough elected office). All postings shall be signed by the Association representative.

ARTICLE XXVII
PERSONNEL FILES

1. A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Borough Clerk or other suitable place.
2. Any employee may by appointment review his personnel file. This appointment for review must be made through the Borough Administrator.
3. Whenever a written complaint concerning an employee or his actions is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file.
4. All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed there from.
5. Information contained in an employee's personal history file shall only be shared with other municipal employees on a need-to-know basis and with the public in accordance with the Open Public Records Act (OPRA) and to the extent that any records contained in an employee's personal history file are not exempt from public disclosure, the Employer has the legal obligation to release same, which action shall not be subject to the grievance procedure contained herein. Additionally, the Employer may release an employee's personal history file to any county, state or federal law enforcement agency at the request of the agency.

ARTICLE XXVIII

UNIFORMS

1. *The Borough will provide Employees with a \$300.00 annual uniform allowance for the purpose of purchasing articles of clothing and gear as may be reasonably needed by the Employee.*
2. *Beginning January 2005, the \$300.00 clothing allowance will be paid to the Employee in December after submission of a voucher for payment.*
3. The Borough will reimburse employees up to \$125.00 for work boots. The employee must submit a voucher with the receipt of purchase attached in order to be reimbursed.

ARTICLE XXIX

DUTIES OF THE FOREMAN

The Foreman shall be responsible for overall supervisory duties as directed by the Superintendent including, but not limited to the following:

1. Assist with the daily operations of the Department
2. Coordinate, oversee, and assist with daily work assignments given by the Superintendent
3. Maintain inventory of supplies and tools (order only after Superintendent approves or in his absence the Borough Administrator)
4. Receive daily reports on work completed and any repairs to machinery, trucks and other equipment. Inform Superintendent of any machinery, trucks, and/or equipment that needs repair.
5. Operate all machinery, i.e. trucks and equipment
6. Responsible for safety inventory
7. The Foreman shall receive additional compensation of \$4,000.00 annually.

ARTICLE XXX

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties for the life of this Agreement of all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of each or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI

DURATION

This Agreement shall be in effect from January 1, 2004 through December 31, 2008.

ARTICLE XXXII

RETROACTIVITY

All terms and conditions of employment are retroactive to January 1, 2004, unless a different date is expressed herein.

APPENDIX "A"
SALARIES

The following salary guide is established. All step increases shall be effective on the employee's anniversary date of employment. All other employee's shall receive their salary increase on January 1 of each year of their employment.

3.50%	2004	2005	2006	2007	2008
Step 1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Step 2	\$ 31,043.79	\$ 32,130.32	\$ 33,254.88	\$ 34,418.80	\$ 35,623.46
Step 3	\$ 35,212.77	\$ 36,445.22	\$ 37,720.80	\$ 39,041.03	\$ 40,407.46
Step 4	\$ 37,696.77	\$ 39,016.16	\$ 40,381.72	\$ 41,795.08	\$ 43,257.91
Step 5	\$ 39,913.74	\$ 41,310.72	\$ 42,756.60	\$ 44,253.08	\$ 45,801.93
Step 6	\$ 41,898.87	\$ 43,365.33	\$ 44,883.12	\$ 46,454.03	\$ 48,079.92
Step 7	\$ 44,348.72	\$ 45,900.92	\$ 47,507.45	\$ 49,170.21	\$ 50,891.17
Step 8	\$ 46,565.69	\$ 48,195.48	\$ 49,882.33	\$ 51,628.21	\$ 53,435.19
Step 9	\$ 48,783.69	\$ 50,491.12	\$ 52,258.31	\$ 54,087.35	\$ 55,980.41
Step 10	\$ 51,000.66	\$ 52,785.68	\$ 54,633.18	\$ 56,545.34	\$ 58,524.43

Employees that have completed the Tenth Step shall receive three and one-half (3.5%) Percentage increase in their base pay for the term of this contract.

All employees holding a Collection I License shall receive \$1,000 annually in addition to their base pay.

All employees holding a Collection II License shall receive \$2,000 annually in addition to their base pay.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

BOROUGH OF NORWOOD

NORWOOD DPW ASSOCIATION

By: Michael B. Kaplan
Michael B. Kaplan, Mayor

By: Rob Tracy

DATED: August 7, 2005

DATED: AUGUST 9, 2005

Attest: Lorraine L. McMackin
Lorraine L. McMackin, Borough Clerk

Attest: Brian Blalock

DATED:

DATED:

*BOROUGH OF NORWOOD
MEMORANDUM*

TO: Camilo DiRese, DPW Superintendent
FROM: Lorraine McMackin, Borough Administrator *lhm*
DATE: May 2, 2001
RE: DPW Agreement

Attached please find the fully executed agreement with the Borough of Norwood and the Norwood DPW Association. This agreement was approved by the Mayor and Council at their May 1st, 2001 meeting.

BOROUGH OF NORWOOD

455 BROADWAY
NORWOOD, NEW JERSEY 07648

201 768-4152

To: Lorraine McMackin, Borough Administrator
From: Robert Tracy
Date: January 31, 2007
Subject: Norwood DPW Association Committee

01-31-07 A09:35 IN

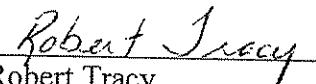
As of January 1, 2007, members of the Norwood DPW Association Committee will be:

Alan Schrader - DPW Foreman and Safety Coordinator

John Oddo - Association President and Recycling Coordinator

Robert Tracy - Association Vice President and Treasurer

Robert Tracy and John Oddo - DPW Negotiation Committee


Robert Tracy

AMENDMENT TO AGREEMENT

BETWEEN

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233(NORWOOD UNIT)

AND

BOROUGH OF NORWOOD

JANUARY 1, 2004

TO

DECEMBER 31, 2008

ANDREW T. FEDE, ESQ.
CONTANT, ATKINS & FEDE, LLC
25 MAIN STREET
HACKENSACK, NEW JERSEY 07601
(201)342-1070
ATTORNEY FOR THE
BOROUGH OF NORWOOD

THIS AGREEMENT, made this 9th day of November, 2005, by and between:

THE BOROUGH OF NORWOOD, a Municipal Corporation of the State of New Jersey, with municipal offices located at 455 Broadway, Norwood, New Jersey ("Borough");

-AND-

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233 (Norwood members only), representative of the police officers of all ranks, excluding the chief and captain, of the Borough's Police Department ("Association").

WHEREAS, the parties intend to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties; and

WHEREAS, the parties, recently negotiated a collective negotiations agreement for the term from January 1, 2004 to December 31, 2008 ("Agreement") and wish to incorporate the provisions of an amendment to the Agreement as set forth herein; and

WHEREAS, Article XXXVI of the Agreement states, in part, that: "Except as modified by this agreement, the present calendar shall remain in full force and effect." The parties intend to modify the 2006 calendar and thus modify the applicable terms of the Agreement.

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

Section 1 - Incorporation of the Terms of the Prior Agreement.

The terms and conditions of the Agreement between the Association and the Borough are incorporated herein as if set forth at length and will constitute the terms of this Agreement, except as modified by this Agreement.

Section 2 - Calendar

Notwithstanding the provisions of that Articles IX and XXXVI, the work calendar for the 2006 calendar year shall be modified to permit a work day of 8.5 hours, and the work week may consist of four consecutive days of duty followed by two days off. This schedule will result in a continuation of the 2080 hour calendar year work schedule.

Section 3 - Authority to Execute

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

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

ATTEST:

BOROUGH OF NORWOOD

Lorraine Mc Mackin
Lorraine Mc Mackin, Borough Clerk

By: Michael Kaplan
Michael B. Kaplan, Mayor

ATTEST:

NORWOOD P.B.A. LOCAL 233

By: Steve Kowalski 11/23/05
P.R. Slobin 11/23/05

A G R E E M E N T

Between

BOROUGH OF NORWOOD

and

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 233 (NORWOOD UNIT)**

January 1, 2004 through December 31, 2008

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	EXCLUSIVITY OF ASSOCIATION REPRESENTATION	2
II	EXISTING LAW	3
III	ASSOCIATION RECOGNITION	4
IV	ASSOCIATION REPRESENTATIVES	5
V	PRESERVATION OF RIGHTS	6
VI	POLICE OFFICERS BILL OF RIGHTS	7
VII	DATA FOR FUTURE BARGAINING	9
VIII	SALARIES	10
IX	WORK DAY, WORK WEEK AND OVERTIME	11
X	HOURLY RATE	12
XI	COURT TIME AND SPECIAL MEETINGS	13
XII	TRAINING PAY	14
XIII	STANDBY TIME	15
XIV	RECALL	16
XV	PRIORITY FOR OVERTIME	17
XVI	LONGEVITY	18
XVII	CLOTHING ALLOWANCE	19
XVIII	EDUCATION INCENTIVE	20
XIX	VACATIONS	21
XX	HOLIDAYS	22
XXI	SICK LEAVE	23
XXII	WORK INCURRED INJURY	24
XXIII	PERSONAL LEAVE	26
XXIV	BEREAVEMENT LEAVE	27

XXV	MEDICAL COVERAGE	28
XXVI	INSURANCE	29
XXVII	BULLETIN BOARD	30
XXVIII	CEREMONIAL ACTIVITIES	31
XXIX	PERSONNEL FILES	32
XXX	PENSION	33
XXXI	GRIEVANCE PROCEDURE	34
XXXII	SAVINGS CLAUSE	38
XXXIII	OFF DUTY POLICE ACTION	39
XXXIV	MILEAGE ALLOWANCE	40
XXXV	RETURN FROM AUTHORIZED LEAVES OF ABSENCE	41
XXXVI	CALENDAR	42
XXXVII	NO WAIVER	43
XXXVIII	CHANGES AND MODIFICATIONS	44
XXXIX	SENIORITY	45
XL	IN SERVICE TRAINING	46
XLI	TERMINAL LEAVE	47
XLII	LIFE INSURANCE	49
XLIII	TERM OF CONTRACT	50
APPENDIX A	SALARIES	51
APPENDIX B	LONGEVITY	52
APPENDIX C	EDUCATIONAL INCENTIVE	53
APPENDIX D	VACATIONS	54
APPENDIX E	HOLIDAYS	55
APPENDIX F	SICK LEAVE	56
APPENDIX G	EYE EXAMINATIONS	57
APPENDIX H	MATERNITY LEAVE	58

PREAMBLE

THIS AGREEMENT, made this 11th day of April, 2005, by and between the BOROUGH OF NORWOOD, a body politic and corporation of the State of New Jersey, hereinafter referred to as "the Employer"; and the POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233 (Norwood Unit), hereinafter referred to as "the Association";

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

NOW THEREFORE, it is agreed as follows:

ARTICLE I

EXCLUSIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (PBA Local 233, Norwood Unit) with regard to categories of personnel covered by said memorandum of agreement during the term of this Agreement.

ARTICLE II

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 or Federal laws.

ARTICLE III

ASSOCIATION RECOGNITION

The Employer recognizes PBA Local 233 (Norwood Unit) as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all full-time regular police officers employed by the Employer's Police Department except those Employees specifically excluded herein. This Agreement shall apply to all police officers of all ranks except the Chief of Police and Captain.

No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

The term "police officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males. Whenever the contract shall refer to the Chief of Police, the parties agree that the said term shall apply to the Chief of Police or his designee.

ARTICLE IV

ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate one (1) representative and one (1) alternate for enforcement of this Agreement.

The Association shall furnish the Employer, in writing, the names of the representative and the alternate and notify the Employer of any change.

The authority of the representative, or alternate, so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions on the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by, the Association or its officers.

The designated Association representative and alternate shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations with Employer officials.

ARTICLE V

PRESERVATION OF RIGHTS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE VI

POLICE OFFICERS BILL OF RIGHTS

In an effort to insure that investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.

B. The interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

C. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

E. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No

promise of reward shall be made as an inducement to answer questions.

F. The complete interrogation of the member of the force shall be recorded mechanically or by a department stenographer. There will be no "off-the-record questions." All recesses called during the questioning shall be recorded.

G. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

H. In all cases and at every stage of the proceedings, in the interest of maintaining the usual high morals of the force, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force.

I. Under no circumstances shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

ARTICLE VII

DATA FOR FUTURE BARGAINING

The Employer and the PBA agree to make available to each other all relevant data as may be required to bargain collectively, exclusive of work produce and confidential information. In the event costs are incurred, the requesting party shall reimburse the providing party for such costs.

ARTICLE VIII

SALARIES

The base annual salaries of all Employees covered by the Agreement shall be set forth in **Appendix A**.

The base annual salary for the period covered by this Agreement shall, along with all other economic items, be deemed to be retroactive to the dates specified in **Appendix A** and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

ARTICLE IX

WORK DAY, WORK WEEK AND OVERTIME

The normal work day tour shall be eight (8) consecutive hours in a twenty-four (24) hour period which shall include within the eight (8) hour span appropriate meal and rest periods, pursuant to prior practice, and shall also include warmup time and additional time required to complete ordinary reports at the end of a tour of duty, all pursuant to past practice.

There shall be a minimum of sixteen (16) hours between consecutive normal work day tours, except in emergency situations.

Work in excess of the Employee's basic work week or tour for a day is overtime.

Overtime shall be paid as paid overtime compensation (time and one-half), or time off at the time and one-half rate, pursuant to past practice.

ARTICLE X

HOURLY RATE

To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary and his annual longevity payment shall be added together, then divided by two thousand eighty (2080) hours.

ARTICLE XI

COURT TIME AND SPECIAL MEETINGS

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies, or municipal or county meetings.

B. All Court time and appearances under this Article shall be compensated as paid overtime at the respective officer's overtime rate with a minimum compensation of two (2) hours of overtime pay for each appearance.

C. Employees required to attend meetings for special duties assigned by the Chief of Police shall receive the sum of Fifty (\$50.00) Dollars per meeting as additional compensation therefor.

ARTICLE XII
TRAINING PAY

Attendance at approved training courses shall be considered as time working.

ARTICLE XIII

STANDBY TIME

Each Employee shall be entitled to payment of Fifteen (\$15.00) Dollars when required to stand by during any eight (8) hour period.

ARTICLE XIV

RECALL

Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half (1-1/2) the straight time hourly rate of pay, or time off with a minimum guarantee of two (2) hours.

ARTICLE XV

PRIORITY FOR OVERTIME

Overtime for regularly scheduled shifts will be offered to regular full-time Employees of the Department first, in an order of preference based upon a rotating seniority roster, unless a situation because of special circumstances dictates the use of a certain Employee. The bypassed Employee shall then become next on the list for the purposes of the overtime roster.

The purpose of this section is to equalize overtime among Employees as best as is feasible and same shall not be defeated by the Employer's selection of special persons for details as set forth herein.

Such overtime will be offered to persons other than full-time Employees only if it has first been refused by each member on the seniority roster aforementioned.

ARTICLE XVI

LONGEVITY

In addition to all wages and other benefits, each Employee covered by this Agreement shall be entitled to a longevity payment as set forth in **Appendix B**.

The said payments for longevity shall be paid on and included with the regular pay periods.

ARTICLE XVII

CLOTHING ALLOWANCE

The Employer will pay each Employee during the term of this Agreement the sum of Six Hundred (\$600.00) Dollars per year as a clothing and maintenance allowance, which will be paid directly to the Employee in two (2) even installments per year. No vouchers shall be required.

The payment shall be made to plainclothes as well as uniformed Employees.

If the Employer decides to change the uniform or any part thereof, it shall provide to each Employee, free of charge, any such changed items. Said change by the Employer shall not diminish the allowance set forth in this Agreement.

Any damage to uniform or equipment while in the performance of duty shall be replaced at the expense of the Employer and will not diminish the allowance set forth in this Agreement, provided such damage was not caused by the negligence of the Employee.

It is agreed by and between the Employer and the Employee that, in the interest of safety, each police officer shall be permitted to select at his discretion a service revolver holster with which he feels most comfortable and safe. It is further agreed that such holster shall in all events be of basket weave design and black in color, and will be purchased by each officer from his clothing allowance. In no event shall the purchase of such service revolver holster result in additional cost to the Borough.

The Employer agrees to supply "Aids Personal Protection Kits" for all vehicles and headquarters and to continue to agree to make same available to all employees.

ARTICLE XVIII

EDUCATION INCENTIVE

In addition to all other wages and benefits provided in this agreement, each Employee shall be entitled to an additional payment for college credits obtained towards a degree at an accredited institution of higher learning, pursuant to present practice. Proof of semester hours successfully completed must be presented to the Employer and the Chief of Police through official college records. Benefits provided as set forth in **Appendix C**. The educational incentive shall not apply to any Employees hired after January 1, 1999. Payment for educational incentive entitlements shall be added to base salary for those persons who qualify.

ARTICLE XIX

VACATIONS

The vacation allowance shall be as set forth in this Agreement in **Appendix D**.

When in any calendar year the vacation or any part thereof is not granted by reason of pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.

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

No Employee who is on vacation shall be recalled, except in case of an emergency called by the Chief of Police or by agreement of the Employee.

Vacation may be taken in four (4) hour segments at the Chief's sole discretion.

Vacation shall be selected on a rotating seniority basis which shall be established by the Department. Once an Employee selects his vacation, then the next senior man shall make his selection, and so on. Request for vacation time must be submitted by April 1 for summertime vacation for seniority to prevail. After April 1, it will be based on first requests granted first and so on. The date for submission of Summer time vacation requests shall be April 1st of each year.

ARTICLE XX

HOLIDAYS

All Employees covered by this Agreement shall be entitled to and will receive thirteen (13) paid holidays per year. If a holiday is used for a day off by the Employee, the amount of pay for that day will be deducted from the Employee's payment.

Payment for said holidays shall be made with two (2) payments, one payment on July 1 and one payment on December 1. Where there is a partial year of employment, holidays shall be prorated.

Holidays are set forth in **Appendix E**.

ARTICLE XXI

SICK LEAVE

All Employees covered by this Agreement shall be granted sick leave with pay as set forth in **Appendix F**.

Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.

To qualify for payment while absent on sick leave, each Employee who will be absent from duty on sick leave shall notify the Chief of Police or the officer in charge at least one (1) hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

The Employer may require the Employee to be examined by the Borough's police physician at no cost to the Employee.

Where the Employer requires a physician's note, then the Employer shall provide the complete costs for the obtaining of any such note. In the event the Employer seeks an examination by its own physician, then said examination shall be done while the Employee is on duty. If the Employee is directed to go to the Employer's physician while he is off duty, then it shall be deemed a recall and appropriate compensation shall be made at the overtime rate.

ARTICLE XXII

WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay during the continuance of such Employee's inability to work. During that period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a reasonable physician that he is unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time.

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

For the purpose of this Article, injury or illness incurred while the Employee is acting in any Employer authorized activity shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment or, if there is an appeal

therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XXIII

PERSONAL LEAVE

Each Employee shall have three (3) personal leave days per year. For the purposes of this clause, an Employee shall not be required to advise his superior of the reason for the personal leave days.

Employees must give the Chief of Police reasonable notice of their intention to take a personal day and must receive approval for the Chief to insure that the Employer has adequate personnel on hand to perform all necessary functions.

A denial of an application for personal time under this section by the Chief shall only be made for a sufficient cause.

In the event of a denial of a personal day and such personal day is not utilized within the calendar year, the Employee shall be required to use the denied day during the month of January of the following year.

ARTICLE XXIV

BEREAVEMENT LEAVE

All permanent full-time Employees covered by this Agreement shall be entitled to three (3) consecutive working days' funeral leave with pay upon the death of a member of his immediate family. One day of the leave must be either the day of death or the day of the funeral.

Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of the Employee or spouse.

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

Any extension of absence under this Article, however, may, at the Employee's option and with the consent of the Chief of Police, be charged against available vacation time or be taken without pay for a reasonable period.

In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

ARTICLE XXV

MEDICAL COVERAGE

The Employer will continue to provide and pay for existing Blue Cross, Blue Shield, Rider J., Major Medical and Dental Insurance for Employees covered by the Agreement and their families.

All increases in premiums during the term of this Agreement shall be borne by the Employer entirely.

It is the intention of the Employer and the Employee to seek improved Medical, Hospital, Dental and Prescription Plans, subject to the cost thereof. The parties agree to utilize their best efforts to obtain the best possible plans or parts thereof at fair and reasonable costs.

The Employer shall provide Employees covered by this Agreement with an Eye care Plan. The details of said plan shall be set forth in **Appendix G**.

ARTICLE XXVI

INSURANCE

The Employer will indemnify Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including, but not limited to, the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right or privileged occupancy, first aid services given on or off duty, and the invasion of civil rights.

Whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said Employee with the necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

ARTICLE XXVII

BULLETIN BOARD

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

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and its membership.

No matter may be posted without receiving permission of the officially designated Association representative.

ARTICLE XXVIII

CEREMONIAL ACTIVITIES

In the event a police officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed police officers of the Department to participate in funeral services for the said deceased officer.

Subject to the availability of same, and with the Chief's approval, the Employer will permit a Department police vehicle to be utilized by the members in the funeral service.

Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral services unless otherwise agreed to by the Chief of Police. This Agreement shall also cover the attendance of a funeral of a police officer in another state.

ARTICLE XXIX

PERSONNEL FILES

A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

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

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him; he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

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

ARTICLE XXX

PENSION

The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the statues and laws of the State of New Jersey.

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

ARTICLE XXXI
GRIEVANCE PROCEDURE

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

For the purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or of any applicable rule or regulation governing working conditions or any matter affecting or impacting upon an Employee's safety.

The procedure for settlement of grievances shall be as follows:

STEP ONE

In the event that any Employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the Employee shall discuss it informally with his immediate supervisor. The supervisor shall decide the grievance within ten (10) working days after the grievance is first presented to him.

STEP TWO

If no satisfactory resolution of the grievance is reached at **STEP ONE**, then within ten (10) working days, the grievance shall be presented in writing to the Captain in charge of the unit to which the grievant is assigned. The

Captain shall render a decision within ten (10) days after the grievance is presented to him.

STEP THREE

If no satisfactory resolution of the grievance is reached at **STEP TWO** then, within ten (10) working days, the grievance shall be presented to the Chief of Police in writing. The Chief shall render a decision within ten (10) working days after the grievance is first presented to him. In the absence of the Chief, the grievance shall be presented to the Captain in charge of the Department for determination.

STEP FOUR

If the Association wishes to appeal the decision of the Chief of Police (or the Captain in charge if the Chief is absent), it shall be presented in writing to the Employer's governing body or its delegated representative, within twenty (20) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of the receipt of the written grievance.

ARBITRATION

1. If no satisfactory resolution of the grievance is reached at **STEP FOUR** then, within twenty (20) working days, the grievance shall be

referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by both parties.

2. The Arbitrator shall have no authority to add to or subtract from the Agreement.
3. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representatives on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Civil Service Commission of the State of New Jersey may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to the Civil Service Commission of the State of New Jersey which may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service review and decision.
4. No Employee covered by this Agreement may have the right to process his own grievance without a representative.
5. The time limits expressed herein shall be strictly adhered to. If any

grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE XXXII

SAVINGS CLAUSE

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

If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXIII

OFF-DUTY POLICE ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following: Any action taken by a member of the force on his off-duty time in the State of New Jersey, which would have been taken by an officer on active duty if present or available, shall be considered as police action, and the Employee shall have all rights and benefits concerning such action as if he were on active duty. Recognizing that the Employer and its residents benefit from the additional protection afforded them by off-duty police officers, and further recognizing the weighty responsibility and hazards confronting each off-duty police officer, the Employer agrees to pay such Employees an additional sum to be added to the regular periodic payments the Employees receive in the following amount: One (\$1.00) Dollar per year.

Employees covered by this Agreement are recognized to have full power of arrest for any crime committed in said officer's presence and committed anywhere within the territorial limits of the State of New Jersey.

Whenever any municipal police officer has been conferred with statewide police powers and is acting under lawful authority beyond the territorial limits of his employing municipality, said police officer shall have all of the immunities from tort liability and shall have all of the pension, relief, disability, workers' compensation, insurance, and other benefits enjoyed while performing duties within said employing municipality. (Statutory reference N.J.S.A. 40A:14-152.1 and 152.2).

ARTICLE XXXIV

MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle because a Borough vehicle is not available in any job connected capacity, he shall be entitled to an allowance of Twenty (\$.20) Cents per mile.

ARTICLE XXXV

RETURN FROM AUTHORIZED LEAVES OF ABSENCE

Employees returning from authorized leaves of absence without pay, as set forth in this agreement, shall be restored to their original classification at the appropriate rate of pay with no loss of seniority or other Employee rights, privileges or benefits provided, however, that sick leave and longevity credits shall not accrue, with the exception of those on military leave.

ARTICLE XXXVI

CALENDAR

Except as otherwise modified by this Agreement, the present calendar shall remain in full force and effect.

The calendar showing schedule rotations and assignments shall be posted at a conspicuous location and available for review, pursuant to present practice.

Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posting of the calendar as set forth in this Article.

ARTICLE XXXVII

NO WAIVER

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

ARTICLE XXXVIII

CHANGES AND MODIFICATIONS

Any changes or modifications in terms and conditions of employment shall be made only through negotiation with the Association.

Proposed new rules and modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

ARTICLE XXXIX

SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement, except where circumstances require the particular skill of an officer. Such principles shall apply to lay-off, recall, transfer and any other similar acts. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the police surgeon, if any, or any physician mutually acceptable to the parties.

The governing body of the municipality, if it shall deem necessary for reasons of economy, may decrease the number of members and officers of the Police Department or force or their grades or ranks. In case of demotion from the higher ranks, the officers or members to be so demoted shall be in the inverse order of their appointment. When the service of members or officers is terminated, such termination shall be in the inverse order of their appointment. Any member or officer who is demoted or whose service is terminated by reason of such decrease shall be placed on a special employment list and, in the case of termination of service and new appointment, prior consideration shall be given to the persons on said special employment list. (Statutory reference N.J.S.A. 40A:14-143).

ARTICLE XL

IN-SERVICE TRAINING

Each member of the Department with two (2) or more years of service will be scheduled to attend at least one (1) in-service training course of his choice during the calendar year.

Each member of the Department attending school pursuant to Section 1 above shall be reimbursed for expenses at the rate of Fourteen (\$14.00) Dollars per day.

The Employer agrees to grant the necessary time off, without loss of pay, to those members of the PBA selected by the members of the PBA as delegates to attend any state or national convention of the New Jersey PBA. Members of the PBA bargaining unit shall not lose time or pay while attending collective bargaining sessions while on duty and when sessions have been mutually agreed upon between the parties.

In the interest of public safety, it is the intention of the Employer and the Employee to cooperate in seeking the construction of a firearms training range. The parties agree to utilize their best efforts to obtain a site and insurance coverage for such firearms training range at the most reasonable cost therefor.

Off Duty Attendance For Firearm Qualifications - Off duty attendance shall be compensated at the employee's option of 'Time Off' at the time and one-half rate or paid overtime at a maximum of three (3) hours per session. A combination of both methods shall be acceptable for those who spend more than three (3) hours at the range. If future changes in the mandated firearms qualification process require more than three (3) hours for completion, then off duty attendance shall be compensated for the full amount.

ARTICLE XLI

TERMINAL LEAVE

A. For the purposes of terminal leave only, Employees shall accumulate sick leave pursuant to the existing Borough Ordinance (twelve (12) days per annum).

B. Notwithstanding the unlimited sick leave provision of this Agreement, such accumulated sick days shall be diminished to the extent that the Employee uses said days during his tenure. Upon retirement, Employees shall be paid for all such unused sick days at their rate of pay existing at retirement.

C. Employees who already have accumulated sick days pursuant to the prior Borough Ordinance and/or prior agreement with the Borough shall retain such sick days in their bank for the purposes of this Article.

D. Employees hired after 1/1/99 shall be compensated on an annual basis for unused sick days up to 12 per year. Employees shall be compensated for said days at the current daily rate and payment shall be made in January of the subsequent year. Employees hired before 1/1/99 shall have the option of receiving payment for unused sick days on an annual basis at the current daily rate or they may continue to add unused days to their career terminal leave banks for retirement purposes.

E. Employees who have a terminal leave payout due that is equal to or less than one-half years total salary may choose to receive that payout in one lump sum (or "Time"). Any employee who's terminal leave payout exceeds one-half years total salary shall have the option of receiving the total amount due in "Time" or in equal installments of one-third

over a three year period in cash payments. (These conditions shall not apply to Ptl. Ronald Brodie who has already negotiated his terms for Terminal Leave payout).

ARTICLE XLII
LIFE INSURANCE

The Employer will provide, at its own cost and expense and without cost to the Employee, a life insurance policy in the face amount of Four Thousand (\$4,000.00) Dollars per Employee, with a double indemnity provision.

It is the intention of the Employer and the Employee that the Borough will continue to seek an appropriate life insurance plan in the minimum of one-half (1/2) of one year's salary, based upon the highest salary payable to a Patrolman, and further that the Borough will continue to seek a savings plan for any and all retirement costs. The form and cost of such plan or plans, if utilized, shall be wholly within the discretion of the Employer.

ARTICLE XLIII

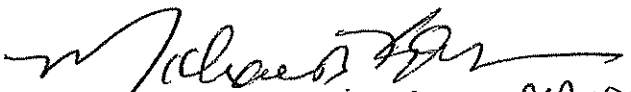
TERM OF CONTRACT

This contract shall be effective from January 1, 2004 through December 31, 2008.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written.

FOR THE BOROUGH OF NORWOOD

FOR NORWOOD PBA LOCAL 233


MICHAEL B. KAPLAN, MAYOR


STEVEN DENNIS

Lorraine McMaack


STEVE TINN

APPENDIX A

SALARIES

PATROLMAN	Eff. 1/1/04	Eff. 1/1/05	Eff. 1/1/06	Eff. 1/1/07	Eff. 1/1/08
FIRST YEAR	\$ 19,240	\$ 20,010	\$ 20,810	\$ 21,642	\$ 22,508
SECOND YEAR	\$ 35,452	\$ 36,870	\$ 38,344	\$ 39,878	\$ 41,473
THIRD YEAR	\$ 46,529	\$ 48,390	\$ 50,325	\$ 52,338	\$ 54,432
FOURTH YEAR	\$ 59,413	\$ 61,790	\$ 64,261	\$ 66,832	\$ 69,505
FIFTH YEAR	\$ 63,883	\$ 66,438	\$ 69,096	\$ 71,860	\$ 74,734
SIXTH YEAR	\$ 85,671	\$ 89,098	\$ 92,662	\$ 96,368	\$ 100,223
SERGEANT	\$ 89,618	\$ 93,203	\$ 96,931	\$ 100,808	\$ 104,840
LIEUTENANT	\$ 97,344	\$ 101,238	\$ 105,287	\$ 109,499	\$ 113,879

Any member of the Borough Police Department assigned to the Detective Bureau shall in addition to other compensation provided hereunder, receive an additional Two Hundred (200.00) Dollars per annum and receive, but not limited to, time and one-half (1 1/2) for overtime.

SM
JK

APPENDIX A

SALARIES

	<u>Eff.</u> <u>1/1/04</u>	<u>Eff.</u> <u>1/1/05</u>	<u>Eff.</u> <u>1/1/06</u>	<u>Eff.</u> <u>1/1/07</u>	<u>Eff.</u> <u>1/1/08</u>
Patrolman:					
First Year	\$19,240	\$20,009	\$20,809	\$21,642	\$22,508
Second Year	\$35,451	\$36,869	\$38,344	\$39,878	\$41,473
Third Year	\$46,528	\$48,389	\$50,325	\$52,338	\$54,431
Fourth Year	\$58,822	\$61,175	\$63,622	\$66,176	\$68,813
Fifth Year	\$63,883	\$66,438	\$69,095	\$71,859	\$74,734
Sixth Year	\$85,671	\$89,097	\$92,661	\$96,368	\$100,222
Sergeant	\$89,617	\$93,202	\$96,930	\$100,807	\$104,222
Lieutenant	\$97,344	\$101,237	\$105,287	\$109,498	\$113,878

Any member of the Borough Police Department assigned to the Detective Bureau shall in addition to other compensation provided hereunder, receive an additional Two Hundred (\$200.00) Dollars per annum and receive, but not limited to, time and one-half (1-1/2) for overtime.

APPENDIX B

LONGEVITY

After Five (5) Years of Service 2.0% per annum
After Ten (10) Years of Service 3.5% per annum
After Fifteen (15) Years of Service 5.0% per annum
After Twenty (20) Years of Service 6.5% per annum
After Twenty-Four (24) Years of Service 8.0% per annum

APPENDIX C

EDUCATIONAL INCENTIVE

Twenty (\$20.00) Dollars per credit per annum for up to sixty (60) credits maximum.

APPENDIX D

VACATIONS

One to Five Years of Service	11 working days
Six to Ten Years of Service	16 working days
Eleven to Sixteen Years of Service	21 working days
Seventeen to Nineteen Years of Service	24 working days
Twenty Years of Service On	26 working days
Lieutenant	30 working days

APPENDIX E

HOLIDAYS

Annual holidays are as follows:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
	Christmas Day

APPENDIX F

SICK LEAVE

A. Unlimited sick leave with medical certificate after seven (7) consecutive days of absence.

If no sick leave is taken, or only a part thereof, during a year, one (1) day a month shall then be accumulated which may be used towards retirement for up to one (1) year at the Employee's option.

B. All persons hired after January 1, 1986 shall receive a maximum terminal leave benefit of one hundred thirty (130) working days.

C. The terminal leave benefit may, at the retiring Employee's sole election, be calculated in a lump sum. Said amount of money shall be paid, at the retiring Employee's option, over a period not to exceed eighteen (18) months in not more than three (3) payments.

APPENDIX G

EYE EXAMINATIONS

The Borough will reimburse employees covered under this Agreement up to a maximum of One Hundred Fifty (\$150.00) Dollars per year for eye examinations and the purchase of eye glasses.

APPENDIX H
MATERNITY LEAVE

An Employee who satisfies the eligibility requirements for unpaid family leave (FLA) under State law and/or unpaid Family and Medical Leave (FMLA) under Federal law shall be entitled to use FLA leave or FMLA leave for the birth of the Employee's child or the placement for adoption of a child with the Employee. Leave under the FLA and/or FMLA shall be administered in accordance with State and Federal law.

An Employee may, at the Employee's option, use unpaid leave for FLA leave. However, the Employer may unilaterally designate an Employee's paid leave as FMLA leave if the Employee provides information to the Employer indicating an entitled to FMLA leave. The Employer shall notify the Employee that the paid leave has been designated as FMLA leave within two (2) working days of the time the Employee gives notice of the need for leave, and before the Employee commences the leave, unless the Employer does not have sufficient information within that time to make a determination.

Leave without pay under FLA and/or FMLA shall not be deducted from seniority for layoff purposes. For all other purposes, leave without pay under FLA and/or FMLA shall be treated the same as other leaves without pay.

