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Borough of Bergenfield

AGREEMENT
1978-1979

THIS AGREEMENT, made this 11 day of July, 1978,
between the BOROUGH OF BERGENFIELD, a municipal corporation
of the State of New Jersey, hereinafter referred to as the
"BOROUGH", and the Employees Association-Borough of Bergenfield,
the representative of all employees in the Divisions of Sani-
tation, Parks and Roads of the Bergenfield Department of Public
Works-Sanitation, other than the Superintendent and Foremen here-
inafter referred to as "ASSOCIATION".

WHEREAS, both of the parties to this Agreement are
desirous of reaching an amicable understanding with respect to
the employer-employee relationship which exists between them
and 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, and

WHEREAS, the parties do hereby acknowledge that this
Agreement is the result of collective negotiations,

NOW, THEREFORE, in consideration of the premises and

the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I: ASSOCIATION RECOGNITION

1. The BOROUGH recognizes the ASSOCIATION as the sole and exclusive representative for the purpose of collective negotiation with respect to all negotiable items of employment of all employees other than the Superintendent and Foremen, employed in the BOROUGH'S Public Works-Sanitation Department, excluding professional employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2. No employee shall be compelled to join the ASSOCIATION but shall have the option to voluntarily join said ASSOCIATION.

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

4. Pursuant to Chapter 303, Public Laws, 1968, as amended, the BOROUGH hereby agrees that every employee shall have the right to freely organize, join and support the ASSOCIATION and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and

protection. As a body exercising governmental power under the Laws of the State of New Jersey, the BOROUGH undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the ASSOCIATION and its affiliates, his participation in any activities of the ASSOCIATION and its affiliates, collective negotiations with the BOROUGH, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE II: EXCLUSIVITY OF ASSOCIATION REPRESENTATION

1. The BOROUGH agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized ASSOCIATION with regard to the terms and conditions of employment of personnel covered by this Agreement during the term hereof. Any new job classifications that fall within the

range of work presently performed by employees in the bargaining unit shall automatically be included within the ASSOCIATION'S jurisdiction.

2. The duly authorized negotiating agent of either the BOROUGH or the ASSOCIATION is not required to be an Employee of or connected with the BOROUGH.

ARTICLE III: COLLECTIVE NEGOTIATING

1. Collective negotiation with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than four (4) additional representatives of each party shall participate in collective negotiating meetings.

2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the BOROUGH or the ASSOCIATION and not otherwise inconsistent with applicable law.

3. Employees of the BOROUGH who may be designated by the ASSOCIATION to prepare for and/or participate in collective negotiating meetings or the grievance procedure hereinafter provided for or otherwise for the enforcement of this

Agreement will be excused from their BOROUGH work assignments with compensation by the BOROUGH provided their absence would not seriously interfere with the BOROUGH'S operations. The ASSOCIATION shall furnish the BOROUGH in writing the names of its representative and the alternates and notify the BOROUGH of any changes. Provided, however, that the BOROUGH'S decision as to whether an employee-representative may be spared shall be conclusive and shall not be grievable.

ARTICLE IV: PRESERVATION OF RIGHTS

1. The BOROUGH OF BERGENFIELD hereby retains and reserves unto itself, without limitation, 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 the executive management and administrative control of the BOROUGH Government and its properties and facilities and the activities of its employees;
- (b) To hire all employees, and subject

to the provisions of law, to determine their qualifications and conditions for continued employment or assignments 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.

ARTICLE V: DATA FOR FUTURE BARGAINING

1. The BOROUGH agrees to make available to the ASSOCIATION all relevant data in its possession and control, which is not privileged and which the ASSOCIATION may require to bargain collectively concerning negotiable matters.

2. The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other BOROUGH personnel, the cost of various insurance and other programs, information concerning overtime worked, the total number of sick leave days utilized and other data of a similar nature. Nothing herein shall be deemed to give the ASSOCIATION the right to view any individual personnel file or files nor any other confidential information. The intent of

this sub-paragraph is to make available to the ASSOCIATION statistical data concerning the above information.

2. Nothing contained herein shall be construed to deny or restrict the BOROUGH of its rights, responsibilities, and authority, under N.J.S. Titles 11, 40 and 40A, or any other national, state, county or other applicable laws.

3. The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such negotiable issues as may arise and are not covered by this Agreement. If agreement is reached between the parties as to any such negotiable issue, then, and in that event, any such agreed-upon language shall become part of this Agreement upon the execution of same, duly signed by the authorized representatives of the parties.

4. Neither the ASSOCIATION nor any of its members shall engage in any job action, strike, work stoppage, sit down, sick call action, boycott or any other form of interference with BOROUGH operations during the term of this Agreement, nor shall the BOROUGH engage in any lockout of employees during the term hereof.

ARTICLE VI: WORK DAY, WORK WEEK AND OVERTIME, ETC.

1. The normal work day shall be from 7:00 a.m. to 3:30 p.m., inclusive of the 30 minute meal break. Forty hours per week shall be the normal work week in the Department of Public Works-Sanitation. In the event the BOROUGH should institute any different work schedule or shifts, which require work on a regular shift to extend after 3:30 p.m. or start before 7:00 a.m. with the exception of "Sweepers", "road striping" and such other incidental work as may be required to be commenced from time to time before 7:00 a.m., in the discretion of the Superintendent. The parties agree to reopen negotiations with regard to a wage differential and assignment of personnel.

2. (a) Work in excess of the Employee's basic work day of 8 hours is overtime. To the extent reasonably possible, overtime assignments shall be evenly distributed throughout the department, having due regard to Employee classifications.

(b) Reasonable notice required. Whenever overtime work is necessary, the Employee shall be informed as soon as possible; when planned or known in the morning, the Employee shall be informed prior to lunch hour; thereafter, when overtime work is unexpectedly required, notice shall immediately be given

to the designated Employee. In the event a designated Employee is unable, for any reason, to work overtime, he shall be given the opportunity to secure a qualified replacement for such overtime work, provided, that the securing of such replacement does not interfere with the orderly conduct of such overtime work.

(c) Compensation for overtime work shall be in accordance with Schedule "B".

(d) Each employee, who has completed 4 hours of overtime work, will be entitled to a 15 minute meal-break.

3. Reverse Seniority: In the assignment of sanitation workers, reverse seniority shall be adhered to at all times, i.e. the last man hired shall be the first man assigned. Exceptions to this practice may be permitted for good cause with the consent of the ASSOCIATION, which shall not be unreasonably withheld.

4. Court time: (a) Court time, as referred to in this Article, shall consist of all time, excluding regular hours 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, for reasons arising out of or related to his municipal work. All such required court time shall be considered

as overtime and shall be compensated at time and one-half.

(b) When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, if any is due under sub-paragraph 4.(a) above. Provided, however, that such travel time shall be computed between the Borough of Bergenfield and the pertinent court or administrative body, except that there shall be no overtime computation, or payment for travel time when the pertinent court or administrative body is within the Borough of Bergenfield.

(c) The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time to and from the Borough of Bergenfield, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than one hour overtime pay.

5. Stand-by Time: Stand-by time is required of all employees.

(a) Stand-by shall be defined as being available

for any emergency which may arise over and beyond the Employee's normal eight (8) hour daily work schedule.

(b) Each weekend there will be three (3) employees assigned to stand-by duty and a list of these assignments shall be posted for the remaining 1978 calendar year within five (5) days from the date hereof 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 terminations, hirings, promotions, illnesses or other incapacity.

(c) In the event a designated Employee is unable, for any reason, to be on stand-by, he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate superior within a reasonable time prior to the commencement of such stand-by duty.

(d) Each Employee designated for stand-by duty shall be compensated for purely stand-by (i.e. on-call) time in the sum of \$35.00 for the period beginning Friday at the end of his regular shift and ending the following Monday with the start of his regular shift. In the event that a Holiday should occur

and thereby create a three day weekend, each Employee on the stand-by crew shall be compensated for purely stand-by (i.e. on-call) time in the sum of \$45.00.

(e) Whenever such Employee is actually required to perform duties or to report to a designated location, he shall receive, in addition to the compensation provided for in subparagraph (d) immediately above, overtime compensation in accordance with Schedule "B".

(f) The leadman on a stand-by crew shall, in addition to the aforesaid, receive further compensation as follows:

(1) In the event overtime at time and one-half is in effect, the sum of \$1.50 per hour.

(2) In the event double time rate is in effect, the sum of \$2.00 per hour.

6. Recall: Any Employee who is called back to work after having completed his regularly scheduled work day shall be compensated at time and one-half in compensatory time, or pay in lieu thereof, with a minimum guarantee of one hour, provided he works more than eight (8) hours in that day.

7. Longevity: Each Employee shall be entitled to a

longevity payment based upon a percentage of his base salary after completion of his fifth year of full-time employment with the BOROUGH in accord with the following schedule:

6 through 8 years.....	1%
9 through 11 years.....	2%
12 through 14 years.....	3%
15 through 17 years.....	4%
18 through 20 years.....	5%
21 through 23 years.....	6%
24 through 26 years.....	7%
27 years or more.....	8%

8. Attendance Incentive: The BOROUGH shall pay a bonus in the sum of \$100.00 to each Employee attaining a perfect attendance record during the calendar year. Absence by reason of Bereavement Leave shall not be deemed an absence under this clause and shall not disqualify an Employee's otherwise perfect attendance.

9. Clothing Allowance: The BOROUGH shall pay to each Employee, whose duties require or make desirable the wearing of work or steel-tip shoes and uniforms, the sum of \$250.00 per man, per year. Payments shall be made in equal installments in April and October. All Employees shall wear the required uniform and steel-tip shoes at all times while on the job, unless excused by the Superintendent of the Department.

10. Work in Higher-Lower Classification: When an

Employee works in a classification other than that for which he is classified, for a period of four (4) hours or more in any one day, (which includes the lunch break), and that other classification calls for a higher rate of pay than that for the Employee's normal classification, he shall receive the higher rate of pay. When an Employee works in a classification calling for a lower rate of pay than that for which he is classified, he shall receive the higher rate of pay, (the one for which he is classified), provided, however, if such lower classification duties are voluntarily assumed by the Employee, the lower rate of pay shall be paid, i.e. a substitution for stand-by or overtime.

11. In the event any Employee of this ASSOCIATION is also a member of any municipal volunteer service organization (e.g. Ambulance Corps, Fire Department, etc.), and is unable to report to work at his scheduled time (or is unable to report at all) because of his duties as such a volunteer on any emergency call, he shall notify his superior as soon as he is reasonably able to do so. No such Employee shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he had reported to work and, in fact, did work his scheduled shift. It is understood that such

volunteer shall report to work as soon as his volunteer duty has been completed unless he is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof. No Employee shall leave the job for volunteer duty without the prior consent of the Department Head or his authorized representative. Such decision shall not be grievable. No Employee shall be penalized with respect to his volunteer status as a result of such BOROUGH decisions.

12. The BOROUGH shall provide lockers for the use of each Employee.

13. Subject to the provisions of Ordinance No. 979 as to initial employment, there shall be no residency requirement for employment under this contract.

14. BOROUGH shall permit one (1) Employee to accompany a Borough truck driver to the dump to assist in unloading all Borough trucks.

ARTICLE VII: VACATIONS

1. The vacation allowance shall be as set forth in this

Agreement in Appendix "C".

2. When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and must be taken during the next succeeding year only. Employees may carry over a maximum of one (1) week vacation time to the next succeeding year only, providing the Superintendent shall be notified of such intent and the Superintendent shall have the right to approve or disapprove extended vacations in excess of one year's accumulation for good cause.

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

4. No Employee who is on vacation shall be recalled except in a case of extreme, exceptional emergency confronting the BOROUGH.

5. If an official holiday occurs during an Employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

6. Vacations shall be selected on a seniority basis, which shall be established by the Department head. Once an Employee selects two or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time the process shall be continued.

7. Vacations may be taken in segments. However, when fragmenting vacations, not less than five (5) continuous working days of vacation may be taken without the prior approval of the Department Head, which approval shall not be unreasonably withheld.

8. It shall be permissible for ten (10) Department of Public Works Employees to be on vacation at the same time during the summer months of June, July and August.

9. Vacation days shall vest as earned. Vacation time, as determined by the Employee's anniversary date, may be taken in full at any time in the year, provided, that such Employee shall reimburse the BOROUGH for any unearned vacation time, pro rata, if he leaves the employ of the BOROUGH during the year said vacation is taken, other than due to disability, retirement or death.

10. Religious holidays may be taken as vacation days or as the personal day.

11. Earned but unused vacation time shall be paid, pro rata, to any Employee, or his legal representative upon disability, retirement or death.

ARTICLE VIII: HOLIDAYS

1. All Employees shall be entitled to receive twelve (12) paid holidays per year, plus one (1) paid personal day in accord with the following schedule of holidays:

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. In the event it is necessary for Employees to work on holidays, to the extent possible, the choice of which holidays each Employee shall be off duty shall be determined by a rotating seniority schedule which shall be administered in the same fashion as the vacation roster.

3. Upon completion of all their assigned duties for the day, Employees shall be permitted to leave the job on Christmas Eve and New Year's Eve days. This provision is intended to memorialize and continue the existing practice followed by the

BOROUGH for such days.

ARTICLE IX: SICK LEAVE

1. All permanent full-time Employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter, which shall accumulate from year to year.

2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee requiring attendance upon a member of the immediate family.

3. To qualify for payment while absent on sick leave each Employee who will be absent from duty on sick leave shall so notify his superior in charge not later than 15 minutes after his scheduled tour of duty commences, ^{Jim Bell - Full} BOROUGH shall install a telephone answering service at the new borough garage to receive notice of Employees' absences due to sickness. However, in the event such answering service is not installed within 30 days after occupancy in the new garage or not in use on a regular basis, said notice to the BOROUGH shall be extended to 30 minutes after the scheduled tour of duty commences. If thereafter the

^{Jim Bell - Full} *if practical, or as soon thereafter as is practical.

BOROUGH shall install such a device, the 15 minute notice requirement shall apply upon 10 days written notice to the ASSOCIATION, if practical, or as soon thereafter as is practical. Said notice shall state the nature of the cause of 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.

4. An Employee absent on sick leave for three (3) or more consecutive days shall submit acceptable medical evidence substantiating the illness, if requested by the BOROUGH. In the event an Employee has accumulated seven (7) one day absences in any one calendar year, acceptable medical evidence substantiating the illness shall be required for all subsequent sick leave absences during the remainder of that calendar year. Employees shall not receive pay for such subsequent absences until the required medical evidence is submitted. One medical note shall be sufficient for a period of six (6) months in cases of chronic illness or disease. The BOROUGH shall have the right, at its expense, to require an Employee to submit to a physical examination by a doctor of the BOROUGH'S choice with regard to any chronic illness or disease, absences in excess of seven (7) one day absences in any one calendar year and any absences of three (3)

consecutive days or more. Notwithstanding the foregoing, and in addition thereto, Employees who are absent on sick leave for four (4) or more consecutive days shall not be permitted to return to work until they submit medical evidence stating that they may safely return to work and perform their duties.

5. One-half ($\frac{1}{2}$) of a work day shall be the smallest unit to be considered in computing sick leave used.

6. All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

ARTICLE X: WORK INCURRED INJURY

1. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the BOROUGH shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers Compensation Act shall be paid over to the BOROUGH; in the alternative, the BOROUGH may pay such Employee the difference between his full pay and the temporary disability, Workers Compensation check and it shall be deemed to be sick pay, but not chargeable to sick

leave time, provided that in no event shall the Employee receive less than his full pay as though he had not been injured (but without any overtime the Employee might ordinarily receive).

Notwithstanding the aforesaid, pension and retirement fund payments paid by the BOROUGH shall continue to be computed and paid as though the Employee were receiving full pay.

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

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

4. For the purposes of this Article, injury or

illness incurred while the Employee is attending a Borough-sanctioned program at which his attendance is required by the BOROUGH shall be considered work-connected.

5. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as a work-connected injury, 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.

6. A work-connected injury 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 XI: PERSONAL LEAVE

1. In accord with Article VIII, each Employee shall have one personal leave day. Employees shall not be required to advise their superiors of the reason for such personal leave day.

2. Employees must give their superior notice of their intention to take a personal leave day as soon as practical and must receive approval from the superior to insure that the BOROUGH has adequate personnel on hand to perform all necessary

functions. Personal leave days shall be non-cumulative.

3. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

ARTICLE XII: BEREAVEMENT LEAVE

1. All permanent full-time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days leave if outside the State with the consent of his superior or his designated representative.

2. (a) Immediate family shall include spouse, children, parents, brothers and sisters of an Employee or of the Employee's spouse.

(b) In the event of the death of uncles, aunts or grandparents of an Employee or his spouse, the Employee shall be entitled to one day's leave with pay, without regard to geography.

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

4. Any extension of absence under this Article, however,

may be had at the Employee's option and with the consent of the Department Head, and may be charged against available vacation time or be taken without pay for a reasonable period.

5. In the event of the demise of any Employee, the BOROUGH will grant funeral leave to four (4) co-Employees of the deceased, to be chosen by the Employees, with the reasonable approval of the Department Head as to personnel, for purposes of their attending such deceased Employee's funeral service and burial.

6. In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Employee's superior, the BOROUGH'S decision in this regard shall not be grievable.

ARTICLE XIII: LEAVE OF ABSENCE

1. All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

2. The Employee shall submit in writing all facts bearing on the request to his superior or the superior's designated representative, who shall append his recommendations and forward the request to the BOROUGH. The BOROUGH shall consider each

case on its merits and without establishing a precedent. The BOROUGH'S decision shall be non-grievable.

3. This leave is subject to renewal for periods not to exceed thirty (30) days each for reasons of personal illness, disability or other reasons deemed proper and approved by the BOROUGH. Normally, it shall be granted only when the Employee has used his accumulated sick leave and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness. The BOROUGH'S decision shall be non-grievable.

4. At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

5. Seniority shall be retained but shall not accumulate during all such leaves.

ARTICLE XIV: TERMINAL LEAVE - SEVERENCE PAY

1. Upon termination of an Employee's employment with the BOROUGH after twenty-five (25) years of service, such Employee shall receive severence pay in a sum equal to one month's pay for each five (5) years of employment completed.

2. Notwithstanding the foregoing provision for terminal leave, if state legislation is adopted expressly permitting municipalities to pay retiring Employees for all or a portion of accumulated sick leave, the parties shall renegotiate this provision so that one or the other policy (i.e. terminal leave pay, or accumulated sick leave payment) is adopted.

ARTICLE XV: SALARIES

1. The base salaries for the calendar years 1976 and 1977 shall be as set forth in Schedule "A".

2. The base annual salary for 1978 shall be deemed to be retroactive to January 1, 1978 and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement and adoption of a salary ordinance incorporating the same as practicable.

3. The base annual salaries as shown for each position shall be payable to said Employees immediately on promotion to said position, and on such Employee's anniversary dates, as applicable. Notwithstanding the foregoing, Employees promoted to new positions shall be on probation for the period required by Civil Service Rules and shall not continue to receive the new base salary unless such promotions are made permanent within said

probationary period. The anniversary date for persons who are made permanent shall be the date they commenced their probationary period.

ARTICLE XVI: MEDICAL - DENTAL COVERAGE AND TRIAL EYE GLASS RE-IMBURSEMENT PROGRAM

1. The BOROUGH will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical insurance for Employees covered by this Agreement and their families, of the same type and with the same or substantially similar benefits as presently exist.

2. The BOROUGH will provide and pay 50% of the cost of such insurance for retired Employees between the ages of sixty-two (62) and sixty-five (65) who are receiving the benefits of the State retirement plan, provided, however, that such payment and coverage provided by the BOROUGH shall cease at the time such Employee becomes entitled to Medicare and Medicaid coverage.

3. Dental Plan: The BOROUGH will continue to provide a dental insurance plan of the same type and in the same amounts as presently exists and with the same or substantially similar benefits.

4. Trial Eye Glass Re-Imbursement Program: Until December 31, 1979 the BOROUGH will re-imburse each Employee for

the cost of new lenses providing the Employee is required to wear glasses on a full-time basis, has broken the lens during his work shift, has submitted to the BOROUGH his claim with the Optician's bill and a statement from a fellow employee confirming the breakage and has been included on the list of eligible members which was furnished by the ASSOCIATION. This program will become effective within ten (10) days of the execution of this contract or upon the ASSOCIATION furnishing the BOROUGH with the eligibility list whichever comes later and the program will terminate on December 31, 1979 unless extended by the approval of the Mayor and Council. The eligibility list may be up-dated by the ASSOCIATION if new or existing Employees become qualified to be included in the program. The BOROUGH will pay the Employee a maximum of \$30.00 for each claim and each Employee shall be entitled a maximum of two (2) claims per year. The ASSOCIATION will provide its members with the approved straps and the BOROUGH recommends that the Employees use "Glass Guard Straps". However, other brand-name straps may be used, provided, the Superintendent of Public Works approves such straps. If an Employee fails to have his glass-strap, his immediate Supervisor or the Superintendent of Public Works has the right to have the Employee leave work and not return to work until the strap is worn. The Employee shall not b

paid for the time he is away from his job for the purpose of obtaining the strap. When the lens is broken, the Employee must submit the glasses to his immediate Supervisor or leadman the same day.

ARTICLE XVII: INSURANCE

The BOROUGH will provide insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties.

ARTICLE XVIII: SENIORITY: LAYOFFS: PROMOTIONS: TRAINING

1. In the event the BOROUGH deems it necessary to layoff any Employees in any classification, the Employees first laid off shall be those with the least seniority, provided, however, that such Employees shall be entitled to "bump-backwards" based upon seniority. For example, in the event the BOROUGH deems it necessary to lay off a truck driver, the driver may elect to take the position of a sanitation worker, if the sanitation worker has less seniority and the sanitation worker shall be laid off. Such Employees shall be placed on a re-employment list in accord with Civil Service regulations and in the event the BOROUGH should rehire any Employees in the classifications of those laid off, the persons first rehired shall be those with the greatest seniority.

2. The promotions shall be based upon Civil Service examination standing for each classification. Where Employees receive the same grades on such examinations, the person with the greatest seniority shall receive priority for the promotion.

3. When the civil service list of eligible persons is exhausted for the positions of driver or equipment operator, the BOROUGH shall provide on-the-job training for such positions to a maximum of three men who are eligible to take the next examination for such positions. The three men shall be chosen on the basis of seniority and such training shall be provided at such times as will not interfere with the operations of the Department, as determined by the superintendent of the Department, in his sole discretion as to time and place, which decision shall be non-grievable. The superintendent shall also have the right to remove Employees from such training program if, in his opinion, they are not able to learn the particular skill or are liable to cause damage to BOROUGH equipment or vehicles. This decision shall be grievable.

4. The BOROUGH shall permit one Employee in the Department to attend a diesel mechanics school either in his spare time or on a leave of absence granted by the BOROUGH without pay and at his own cost. The ASSOCIATION shall submit names of all Employees

in the Department who are interested in attending such school to the superintendent of the Department and the superintendent shall choose one of the persons on the list as the one to attend the authorized and approved diesel mechanics school. Upon successful completion of the approved course, the BOROUGH shall reimburse such Employee in the sum of one-half ($\frac{1}{2}$) of the cost of the tuition for such course. At the completion of the course and one year's additional service in the BOROUGH employ thereafter, the BOROUGH shall reimburse the balance of the tuition for such course to the Employee.

5. The BOROUGH shall provide appropriate instructions in work where utilization of hazardous equipment is required (i.e. tree cutting equipment, jack-hammer).

6. The Superintendent may, in his sole discretion, permit an Employee to attend occasional seminars and one or two day refresher courses designated to increase an Employee's existing skills or to obtain additional skills, on Borough time and with pay. The decision of the Superintendent shall be non-grievable

ARTICLE XIX: BULLETIN BOARD

1. The BOROUGH will supply one bulletin board for the use of the ASSOCIATION to be placed in a conspicuous location.

2. The bulletin board shall be for the use of the ASSOCIATION for the posting of notices and bulletins pertaining to ASSOCIATION business and activities.

3. No matter may be posted without receiving permission of the officially designated ASSOCIATION representative. Any bulletins deemed detrimental to the operation of the department may be rejected for posting by the Department Head.

ARTICLE XX: MILITARY LEAVE

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

ARTICLE XXI: PENSION

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

2. The BOROUGH will pay to the appropriate Retirement Fund all required amounts.

ARTICLE XXII: GRIEVANCE PROCEDURE

1. The following steps are hereby established as the personal grievance procedure to be followed by all Employees of

of the BOROUGH covered by this Agreement.

STEP 1.

Within ten (10) working days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the Employee knew or should have known of such event or acts, an Employee with a grievance shall first orally discuss the same with his immediate superior and shall be permitted to have an ASSOCIATION member present with the objective of resolving the matter informally. Within three (3) working days next following such oral discussion, the immediate superior shall communicate his decision to the Employee. If the decision is unsatisfactory to the Employee, or, if no decision is communicated within the said three (3) working days, the Employee may proceed to Step 2 of this grievance procedure.

STEP 2.

Within three (3) working days following the denial or failure of relief under Step 1, the Employee or an ASSOCIATION member if said Employee is physically incapacitated, shall file his grievance, in writing, with the Superintendent of the Department, setting forth the specific nature thereof, the facts relating thereto and the action requested to be taken. Within three (3) working days thereafter, said Superintendent

shall communicate his decision, in writing to the Employee.

In the event the Employee does not receive satisfactory relief within the set period of time, he shall have the right to proceed to the next step in this grievance procedure.

STEP 3.

Within three (3) working days after an unsatisfactory decision or result under Step 2, the Employee or an ASSOCIATION member if said Employee is physically incapacitated may present his grievance to the Grievance Committee of the DPW for its consideration. If the Grievance Committee shall determine, by majority vote, that the grievance has merit, it may appeal such decision to the Municipal Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue with which the Employee disagrees with the decision at Step 2, and the action requested to be taken by the Administrator. Within five (5) working days after the appeal has been filed with the Administrator, the same shall be orally discussed between the Administrator, the Grievance Committee and the Employee. The Administrator shall communicate his decision, in writing, to the Grievance Committee of the DPW and the Employee within six (6) working days after the conclusion

of such oral discussion. In the event the Employee does not receive satisfactory relief within the said period of time, the Committee shall have the right to proceed to the next step in this grievance procedure.

STEP 4.

Within three (3) working days after an unsatisfactory decision or result under Step 3, the Grievance Committee may appeal such decision to the Governing Body. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue with which the said Committee disagrees with the decision at Step 3, and the action requested to be taken by the Governing Body. Within ten (10) working days after the appeal has been filed with the Governing Body, the same shall be orally discussed between the Governing Body, the Grievance Committee and the Employee. The Governing Body shall communicate its decision in writing, to the said Committee and the Employee within ten (10) working days after the conclusion of such oral discussion.

STEP 5.

Within ten (10) working days after receiving notice of an unsatisfactory decision or result under Step 4, such decision may be appealed by filing a notice of arbitration

with the Public Employment Relations Commission. The appointed arbitrator shall have the power to review the facts and law and to make such findings, including modifications of penalty as he shall deem proper. The award of the arbitrator shall be final and binding upon the parties. However, the arbitrator shall have no authority to add to or subtract from this agreement when interpreting same. The cost of the arbitrator shall be shared equally by both parties.

2. The following steps are hereby established as the grievance procedure to be followed by all Employees of the BOROUGH subject to this Agreement with respect to general grievances.

STEP 1.

All general grievances shall be first presented to a Grievance Committee of the DPW for its consideration. In the event the Grievance Committee shall, by a majority vote, determine that the grievance presented has sufficient merit, such general grievance shall be presented in writing to the Superintendent of the Department.

Such general grievance shall be deemed to be from all the Employees. Within ten (10) working days after the presentation of such written grievance, the Superintendent shall

meet with the Grievance Committee with the objective of resolving the matter informally. Within three (3) working days next following such meeting, the Superintendent shall communicate his decision to the Grievance Committee. In the event the Committee does not receive the relief sought, or, if the decision is not communicated within the said three (3) working days, the Grievance Committee may proceed to Step 2 of this grievance procedure.

STEP 2.

Within three (3) working days following the denial or failure of relief under Step 1 in the general grievance procedure, the Grievance Committee may appeal such decision to the Municipal Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue with which the Grievance Committee disagrees with the decision at Step 1, and the action requested to be taken by the Municipal Administrator. Within five (5) working days after the appeal has been filed with the Municipal Administrator, the same shall be discussed at a meeting between said Administrator and the Grievance Committee. The Municipal Administrator shall communicate his decision, in writing, to the Grievance Committee within six (6) working days after the

conclusion of such meeting. In the event the Grievance Committee does not receive the relief sought or no decision is communicated, the Committee shall have the right to appeal to the Governing Body. Such appeal must be filed within the time set forth in Step 4 of the Section 1 of this Article and shall proceed as stated therein.

STEP 3.

In the event the Grievance Committee obtains an unsatisfactory decision from the Governing Body, the Committee may appeal such decision by filing a notice of arbitration with the Public Employment Relations Commission. Such appeal must be filed within the time set forth in Step 5 of Section 1 of this Article and shall proceed as stated therein.

3. TIME LIMITS

(a) The number of days indicated at each Step shall be considered as a maximum period. The time limits specified may, by mutual written agreement, be enlarged or reduced.

(b) The failure of an Employee and/or the Grievance Committee to proceed to the next Step within the specified time limits set forth in Sections 1 through 4 shall be deemed to be an acceptance of the decision rendered at the Step last resorted to and shall constitute a waiver of any further proceedings on the

basis of the grievance in question.

4. All employees shall have the right to be represented in any Step of the personal grievance procedure specified in Section 1 by a member of the Grievance Committee.

ARTICLE XXIII: MISCELLANEOUS

1. 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 provision to other persons or circumstances shall not be affected thereby. If any such provisions are determined to be invalid, the BOROUGH and the ASSOCIATION will meet for the purpose of negotiating changes made necessary by applicable law.

2. As a result of the effect of this Agreement upon past practices, no Employees shall be required to reimburse the BOROUGH for any greater benefits which may have been granted prior to the execution of this Agreement.

3. The failure of either party to pursue any rights granted herein shall not be deemed to be a waiver of such party's exercise thereof in the future.

4. This Agreement shall be binding upon the parties and their successors or legal representatives.

ARTICLE XXIV: DURATION

1. This Agreement shall be effective as of and retroactive to January 1, 1978, but only if ratified by the membership of the ASSOCIATION and the Governing Body of the BOROUGH, and when it becomes effective, it shall remain in full force and effect until and including December 31, 1979, after which this Agreement shall continue in full force and effect until a new Agreement is executed by the parties. Notwithstanding the provisions of this paragraph, nothing herein shall be deemed to restrict the parties from negotiating an agreement covering the year, 1980, which agreement may be retroactive to January 1, 1980.

2. All notices required to be sent hereunder shall be deemed to be properly served upon the ASSOCIATION by mailing the same, certified mail, return receipt requested, to the president of the ASSOCIATION or any member of the executive committee or by personal service on any of such persons and receipt of a signed, dated receipt for the same from such person. Service of such notices on the BOROUGH, or any superior or administrator upon whom the same is required pursuant to the provisions of this Agreement, shall be made by certified mail, return receipt requested, or by personal service upon such person or to the Borough Clerk at the Municipal Building and receipt of a signed,

dated receipt therefor. The ASSOCIATION shall notify the BOROUGH of the name and address of each of its officers and the members of its executive committee and of any changes therein during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered their hand and seal this 11 day of July, 1978.

WITNESS:

As to Borough of Bergenfield

Fortune Valloire
Fortune Valloire, Borough Clerk

BOROUGH OF BERGENFIELD

By: James F. Lodato
James F. Lodato, Mayor

James F. Lodato

EMPLOYEES ASSOCIATION - BOROUGH OF BERGENFIELD

By: James McCormack
James McCormack, President

By: _____
Robert McDonald, Vice President

By: Vincent Walsh
Vincent Walsh

By: Joseph Buda
Joseph Buda

As to Employees Association -
Borough of Bergenfield

Victor K. Brown
Victor K. Brown
An Attorney at Law of the
State of New Jersey

SCHEDULE "A"

SALARY SCHEDULE

<u>JOB TITLE</u>	<u>1978 SALARY</u>		<u>1979 SALARY</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Mechanical Repairman (diesel)	10,717.00	15,481.00	11,467.00	16,565.00
Mechanical Repairman (automotive)	10,717.00	14,915.00	11,467.00	15,959.00
Equipment Operator (Sweeper)	10,717.00	14,613.00	11,467.00	15,636.00
Equipment Operator	10,717.00	14,613.00	11,467.00	15,636.00
Public Works Repairman:				
a. First year of service		10,661.00		11,407.00
b. Second year of service		12,230.00		13,086.00
c. Third year of service		13,533.00		14,480.00
Public Works Laborer and Sanitation Worker:				
a. First year of service		10,661.00		11,407.00
b. Second year of service		12,230.00		13,086.00
c. Third year of service		13,533.00		14,480.00
Senior Traffic Maintenance Man	10,123.00	13,900.00	10,832.00	14,873.00
Truck Driver	10,686.00	14,264.00	11,434.00	15,262.00
Tree Maintenance Man				
a. First year of service		10,661.00		11,407.00
b. Second year of service		12,230.00		13,086.00
c. Third year of service		13,533.00		14,480.00
Building Maintenance Man				
a. First year of service		9,215.00		9,860.00
b. Second year of service		10,687.00		11,435.00
c. Third year of service		12,288.00		13,148.00
Clerk Typist - Dispatcher	7,894.00	8,861.00	8,447.00	9,481.00

SCHEDULE "B"

OVERTIME COMPENSATION

1. For work performed by the Employees covered by this Agreement in excess of eight (8) hours per day, extra compensation shall be paid as follows:
 - a. For work performed after their regular shift but not within seven (7) hours of their next regularly scheduled shift: Time and one-half, calculated on an hourly basis.
 - b. For work performed within seven (7) hours of their next regularly scheduled shift or on any designated holiday, other than the personal leave day: Double time, calculated on an hourly basis.
2. Notwithstanding the foregoing, or any other provision of this Agreement, the Employees classified as parks foreman and public works foreman shall not receive any overtime pay.

SCHEDULE "C"

VACATIONS

0 - 1 year of service.....1 day for each month employed
1 - 5 years of service.....12 working days per year
6 - 10 years of service.....15 working days per year
11 - 15 years of service.....18 working days per year
16 - 20 years of service.....21 working days per year
21 years of service or more.....25 working days per year

STATE OF NEW JERSEY)

: ss.:

COUNTY OF BERGEN)

BE IT REMEMBERED, that on this day of ,
1978, before me, the subscriber, an Attorney at Law of New
Jersey, personally appeared James McCormack, Robert McDonald,
Vincent Walsh and Joseph Buda,
Bargaining Agents of the Employees Association-Borough of
Bergenfield, who I am satisfied are the persons named in and
who executed the within Instrument, and thereupon they acknowledge
that they signed, sealed and delivered the same as their act
and deed, for the uses and purposes therein expressed.
