

This agreement entered into this 12<sup>th</sup> day of September, 2018, by and between the Borough of Fairview in the County of Bergen, New Jersey, hereinafter called the "Borough", and the Blue Collar Employees, hereinafter called "Employees", represent the complete final understanding on all the bargainable issues between the Borough and the employees.

**ARTICLE I  
MANAGEMENT RIGHTS**

Section A- The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and applicable State Law, is vested in and retained by the Borough.

**ARTICLE IA  
EMPLOYEE RIGHTS**

Section A- Nothing contained herein shall be construed to deny or restrict to any employee such rights as they have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section B- Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, State or Federal law.

Section C- Any aggrieved person may be represented at all stages of the grievance procedure by themselves or, at his option, by his representative.

Section D- No reprisals of any kind shall be taken by the Borough or any other member of the administration against any party in interest, any representative, or any other participant in the grievance procedure by reason of such participation.

## **ARTICLE II GRIEVANCE PROCEDURE**

As set forth in N.J.A.C. Title 9

### **Section A- SUSPENSIONS, DEMOTIONS, REMOVALS**

In any case where a permanent employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving, (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor and Council shall conduct a hearing on the matter. The procedures set forth in the Civil Service Rules and Regulations shall be binding.

### **Section B- GRIEVANCES**

Any grievance relating to the position, wages, or working conditions of an employee covered by this Agreement shall be handled in the manner set forth below:

1. The employee should discuss the grievance with his immediate supervisor. He may be represented or, he shall have the right to proceed without such representation. If the employee is not satisfied with the result of the discussion with his supervisor, he may file a written notice of grievance with the employee's Department Head. If for any reason, the employee does not wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Department Head.
2. The Department Head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee of such decision immediately thereafter and forward to each a copy of his determination.
3. The employee may appeal the decision of the Department Head to the Borough Administrator if unsatisfied with the result by filing a written notice of appeal with the Borough Administrator, at the same time forwarding copies of all previous writings on the matter. Within the next ten (10) days the Borough Administrator shall conduct a hearing and shall thereafter render a written determination within (10) days of the close of the hearing and shall advise the employee of such decision and forward a copy of her determination.

4. The employee may appeal the decision of the Borough Administrator if unsatisfied with the result, by filing a written notice of appeal with the Mayor and Council and, at the same time, forwarding copies of all previous writings on the matter. Within the next ten (10) days, the Mayor and Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise the employee of such decision immediately thereafter and forward a copy of their determination.
5. If the grievances are not settled by the steps outlined above, the employee, within ten (10) working days after receipt by the employee of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC). PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of his Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

### **ARTICLE III WORK WEEK**

- Section A- The normal work week for the Road Department shall be Monday through Friday consisting of forty (40) hours per week, eight (8) hours a day, five (5) days per week. The hours shall be set by the Mayor and Council as recommended by the Superintendent of Public Works. However, no day shall start earlier than 7:00 A.M. or end later than 4:00 P.M. with one half (1/2) hour unpaid lunch period.
- Section B- All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time and on half (1½) the regular straight time rate.
- Section C- All work performed on a Sunday or a holiday shall be paid at the rate of double (2x) the regular straight time rate, and in addition a day paid at straight time for the holiday as such.

**ARTICLE IV  
HOLIDAYS**

**Section A-** All full-time employees shall be entitled to holiday leave of absence with pay in celebration of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents' Day	General Election Day
Good Friday	Thanksgiving Day and the day following
Memorial Day	Christmas Day
Independence Day	

If any of the above holidays falls on a Saturday or Sunday, the following shall be adhered to:

1. If the holiday falls on Saturday, same shall be celebrated on the preceding day, namely, Friday;
2. If the holiday falls on Sunday, same shall be celebrated on the following day, namely, Monday.

**Section B-** In the event that during their term of this Agreement, any other employees of the Borough of Fairview are granted a holiday in addition to the holidays set forth in sub-paragraph A above, the employees covered by this Agreement shall also be granted such holiday.

**Section C-** Nothing herein shall prevent the Mayor and Council from granting additional Holidays if it sees fit do to so.

**Section D-** Any employee absent for work for any reason, either before or after a work holiday, shall receive only straight time for the holiday.

**ARTICLE V  
VACATIONS**

**Section A-** All full time employees hired prior to June 1, 1998, shall be entitled to paid vacation in accordance with the following schedule:

1. From date of hire through December 31<sup>st</sup> of the year of hire:  
1 vacation day for each 30 days employment;

2. From January 1<sup>st</sup> of first (1<sup>st</sup>) full calendar year after date of hire through December 31<sup>st</sup> of third (3<sup>rd</sup>) full calendar year after date of hire:  
12 vacation days;
3. From January 1<sup>st</sup> of fourth (4<sup>th</sup>) full year after date of hire through December 31<sup>st</sup> of eighth (8<sup>th</sup>) full calendar year after date of hire:  
15 vacation days;
4. From January 1<sup>st</sup> of ninth (9<sup>th</sup>) full year after date of hire through December 31<sup>st</sup> of eighteenth (18<sup>th</sup>) full calendar year from date of hire:  
20 vacation days;
5. From January 1<sup>st</sup> of nineteenth (19<sup>th</sup>) full year after date of hire and thereafter:  
25 vacation days;

The following shall be the vacation schedule for all employees hired as of January 1, 1998, and thereafter:

1. From January 1<sup>st</sup> of the first (1<sup>st</sup>) full year through December 31<sup>st</sup> of the third (3<sup>rd</sup>) full year:  
10 vacation days;
2. From January 1<sup>st</sup> of the fourth (4<sup>th</sup>) full year after date of hire through December 31<sup>st</sup> of the sixth (6<sup>th</sup>) full year:  
12 vacation days;
3. From January 1<sup>st</sup> of the seventh (7<sup>th</sup>) full year through December 31<sup>st</sup> of the tenth (10<sup>th</sup>) full year:  
15 vacation days;
4. From January 1<sup>st</sup> of the eleventh (11<sup>th</sup>) full year and thereafter:  
20 vacation days.

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

**ARTICLE VI  
HOSPITALIZATION & INSURANCE BENEFITS**

- Section A- The Borough shall provide health insurance through the New Jersey Health Benefits Plan covering employees and their dependents. The employees shall contribute to health insurance premiums in accordance with Chapter 78, P.L. 2011.
- Section B- The Borough shall also provide, at no cost to the employees, dental insurance as provided by the New Jersey Dental Plan, or comparable insurance.
- Section C- In the event that the insurance carriers presently carrying the hospitalization, medical and dental insurance for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company or companies for the comparable insurance as is now provided and shall provide that there shall be no interruption of insurance coverage afforded.
- Section D- The Borough shall provide and pay hospitalization, medical and dental insurance for all full time employees and their dependents, upon their retirements after a minimum of twenty-five (25) years of service.
- Section E- The Borough shall provide life insurance coverage on the lives of each of its employees in the amount of ten thousand dollars (\$10,000.00). The Borough shall pay the complete premium.
- Section F- The Borough shall adopt and implement a deferred compensation plan through the retention of the Variable Annuity Life Insurance Company and AXA Equitable as administrative contractors with the responsibility for drafting a deferred compensation plan that meets applicable I.R.S. and State of New Jersey guidelines. Enrollment in the deferred compensation plan shall be offered to all employees covered by this Agreement, and enrollment in the said plan shall be on a voluntary basis.

**ARTICLE VII  
SICK LEAVE**

- Section A- Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee.

- Section B-** Sick leave with pay shall be granted to all full time employees of not less than one working day for each month of service during the first calendar year and fifteen (15) working days for each calendar year thereafter. All employees hired after January 1, 1998, shall receive twelve (12) sick days. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.
- Section C-** Accumulated sick leave shall be determined and calculated from the date of employment or from the date the Borough adopted Civil Service, whichever date is later.
- Section D-** If an employee is absent for reasons that entitle them to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for three (3) or more consecutive working days, upon request by the Borough, shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment if requested by the Borough. The Borough may require an employee who has been absent because of personal illness, as a condition of their return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing their normal duties and that their return will not jeopardize the health of other employees.

## **ARTICLE VIII BENEFITS ON TERMINATION**

**Section A- UNUSED SICK LEAVE**

Each employee who resigns or retires at any time shall receive a payment equal to one half (1/2) of the employee's accumulated sick leave days multiplied by the employee's base rate of daily compensation at the time of his or her resignation or retirement, provided that:

- (a) No such payment shall exceed fifteen thousand dollars (\$15,000.00)
- (b) No unused sick leave prior to the adoption of Civil Service by the Borough shall be counted.

**ARTICLE IX  
WORK BELATED INJURIES OF SICKNESS**

Section A- The Borough shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Borough, which injury or illness prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Borough any payments made to him or her for temporary disability under Workmen's Compensation laws of the State of New Jersey.

**ARTICLE X  
PERSONAL DAYS**

Section A- In addition to any other leaves of absence set forth herein, all employees hired prior to January 1, 1998, shall be entitled to four (4) personal days each year with pay to conduct personal business. All employees hired after January 1, 1998, shall receive two (2) personal days each year with pay to conduct personal business. Personal days cannot accumulate from year to year.

Section B- In addition to any other leaves of absence set forth herein, each employee hired prior to January 1, 1998, with ten (10) years of service or more, shall be entitled to five (5) personal days each year with pay to conduct personal business. All employees hired after January 1, 1998, with ten (10) years of service or more, shall be entitled to three (3) personal days each year with pay to conduct personal business.

**ARTICLE XI  
SALARIES AND COMPENSATION**

Section A- 1. Each employee shall receive a two percent (2%) wage increase effective January 1<sup>st</sup> of each respective year of the contract.



2. It is further agreed that during the life of the contract, the Borough may require the said employees to work forty (40) hours week. When employees work the said forty (40) hour week, they shall be paid salaries in accordance with appropriate schedule set forth above.

3. The salary range for employees hired after January 1, 2018 shall be as follows:

Laborer: \$34,500.00 – 39,500.00

Building Maintenance: \$40,000.00 - \$52,000.00

Truck Driver \$40,000.00 - \$52,000.00

Road Repairer: \$41,000.00 – 51,000.00

Maintenance/Repairer: \$50,000.00 – 60,000.00

Equipment Operator: \$55,000.00 – 66,000.00

Mechanic: \$65,000.00 – 70,000.00

Senior Mechanic: \$70,000.00 – 80,000.00

Mechanic Assistant/Truck Driver: \$45,000.00 – 55,000.00

Section B- Full time employees shall be paid on a weekly basis on Thursday.

## **ARTICLE XII LONGEVITY**

Section A- All full time employees hired prior to January 1, 1998, shall receive longevity pay of two percent (2%) of their annual base salary for every four (4) years of service with a maximum of ten (10%) percent for twenty (20) years or more of service. All employees hired after January 1, 1998, shall receive two percent (2%) longevity after four (4) years, four percent (4%) after eight (8) years, six percent (6%) after twelve (12) years and seven and one-half percent (7½%) after sixteen (16) years.

Section B- Longevity shall be effective after the completion of the third (3<sup>rd</sup>), seventh (7<sup>th</sup>), eleventh (11<sup>th</sup>), fifteenth (15<sup>th</sup>), nineteenth (19<sup>th</sup>) full years of employment in accordance with the following schedule:

0 years through 3 years:	0%
4 years through 7 years:	2%
8 years through 11 years:	4%

12 years through 15 years:	6%
16 years through 19 years:	8%
20 years and over:	10%

- Section C- Employees who become eligible for a longevity payment during the current calendar year plus one (1) day will receive the payment from the first (1<sup>st</sup>) of the year. The longevity payment will be calculated once each year as of January 1<sup>st</sup> for each eligible employee.
- Section D- The longevity payment will be computed on the amount of the base salary of the employee at the time they become eligible for a longevity payment and each year thereafter on January 1<sup>st</sup>. The annual base salary for full time employees with more than one classification or title shall be, for the purpose of computing longevity, the sum total of the salary and wages accrued for each classification or title. Overtime will not be considered in computing longevity payment.
- Section E- Longevity payment will be computed from the time the employee first became employed by the Borough.
- Section F- Longevity payment shall be added to an employee's base salary and shall be paid accordance with the same procedure as for salaries.
- Section G- All employees hired after January 1, 2015, shall not be entitled to receive longevity pay.

**ARTICLE XIII  
MISCELLANEOUS**

- Section A- **CLOTHING ALLOWANCE**  
  
Each employee shall be entitled to an annual clothing allowance covering those items not provided by the Borough such as work shoes, gloves, etc., of five hundred dollars (\$500.00) per year, payable in two (2) equal installments in each year of the contract, on January 1<sup>st</sup>, and July 1<sup>st</sup>. Only those employees actually employed by the Borough on the said date shall be entitled to such payment.
- Section B- Employees shall receive uniforms as set forth below in the even years of this contract, ie 2020, 2022, 2024

Road Department

Pairs of Pants	4
T-Shirts	4
Yellow fluorescent T-Shirts	4
Spring Jackets	1
Button Shirts	4
Sweatshirts	4
Winter jacket	1

- Section C- When an employee is called back to duty after the working day is completed he shall be entitled to a minimum payment of two (2) hours or the actual amount of time worked, whichever is greater. When an employee is called back to duty two (2) hours or less hour prior to the start of their regularly scheduled work day and continues to work into their regular word day shift, the employee shall be compensated at the overtime pay rate for the actual time worked prior to the start of their shift. This shall not apply in the case of the employees required to work overtime in conjunction with a regular tour. The time shall begin to run from the time the employee clocks into work.
- Section D- Each employee shall be entitled to two (2) coffee breaks; per day, each consisting of fifteen (15) minutes, one (1) each morning and one (1) each afternoon.
- Section E- At the discretion of the Superintendent of Public Works, he may continue to authorize the street cleaning of Anderson Avenue and Fairview Avenue on Saturday and/or Sunday. The employee so assigned to this detail shall work for three (3) hours and shall be required to utilize the street sweeper and clean Anderson Avenue and Fairview Avenue and empty receptacles.
- Section F. Employees with a CDL License Class A shall be entitled to a \$3,000.00 increase in salary. Said employee shall provide proof each year that the CDL License is in good standing.
- Section G. A committee shall be established consisting of a representative of the Blue Collar unit, a representative of the White Collar unit, and representatives of the Borough to discuss and review the language contained in this Agreement in an effort to resolve ambiguities, and remove and/or resolve conflicting or archaic language. The recommendations of the committee shall be presented to the respective bargaining units and to the Mayor and Council of the Borough for review and for the approval of any action as may be necessary. It is expressly understood that the recommendations of the committee referred to above are advisory in nature and

are subject to final approval by the governing body and the respective bargaining units.

**Section H- JOB POSTING**

The Employer shall post any available jobs in the bargaining unit. Current bargaining unit employees shall be able to bid on jobs, if qualified.

**ARTICLE XIV  
BEREAVEMENT LEAVE**

**Section A-** Employees shall be entitled to three (3) working days leave with pay to attend or make arrangement for the funeral of their immediate family. Immediate family is defined as and limited to: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any relative residing in the employee's household.

**ARTICLE XV  
MAINTENANCE OF BENEFITS**

**Section A-** Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

**ARTICLE XVI  
SEPARABILITY**

**Section A-** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XVII  
SAFETY EQUIPMENT**

The parties agreed that the Borough would provide the necessary safety equipment to the employee.

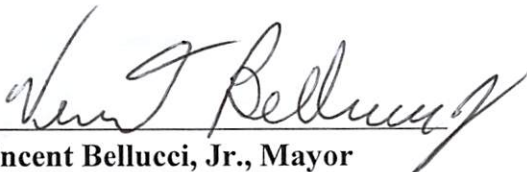
**ARTICLE XVIII  
TERM**

Section A- This Agreement shall become effective as of September 1, 2018 and shall remain in full force and effect until midnight of December 31, 2023.

Section B- In the event the parties do not enter into a new Agreement on or before December 31, 2023, then this Agreement shall continue in full force and effect until a new Agreement is executed.

**Borough of Fairview**

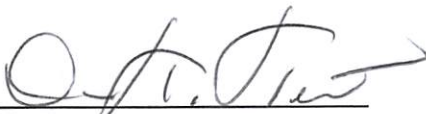
**Blue Collar Representative**

  
\_\_\_\_\_  
Vincent Bellucci, Jr., Mayor

  
\_\_\_\_\_  
Anthony Amato

Dated: 9-11-18

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Diane T. Testa, Administrator/Municipal Clerk

Dated: 9-11-18

## APPENDIX A

<u>TITLE</u>	<u>SALARY RANGE</u>
<u>Prior 1999</u>	
Laborer Heavy	59,000.00 – 65,000.00
Truck Driver	70,000.00 - 80,000.00
<u>After 1999</u>	
Laborer	34,500.00 - 39,500.00
Building Maintenance Worker/Messenger	40,000.00 – 52,000.00
Truck Driver	40,000.00 – 52,000.00
Road Repairer	41,000.00 – 51,000.00
Maintenance/Repairer	50,000.00 – 60,000.00
Equipment Operator	55,000.00 - 66,000.00
Mechanic	65,000.00 – 70,000.00
Senior Mechanic	70,000.00 – 80,000.00
Mechanic Assistant/truck driver	45,000.00 – 55,000.00