

A G R E E M E N T
between
The Borough of Tenafly
and
Department of Public Works
Local 29, R.W.D.S.U.

THIS AGREEMENT was entered into this 7th day of April, 1996 by and between the Borough of Tenafly, State of New Jersey, hereinafter called the "Borough" and Local 29, Retail, Wholesale, and Department Store Union (R.W.D.S.U.), AFL-CIO, hereinafter called the "Union" and is effective retroactively to January 1, 1993 and expires on December 31, 1996.

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W I T N E S S E T H:

WHEREAS, The Borough has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Union as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

1. RECOGNITION

The Borough hereby recognizes the Union as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all employees employed by the Borough in the Department of Public Works except office clerks, supervisors and superintendents having the power to hire, fire and direct the work force or to effectively recommend the same.

2. UNION DUES

The Borough agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the Borough in writing to do so. Deductions shall be made from the first pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The Borough agrees to furnish the Union monthly with a list of all D.P.W. Driver-Laborer employees whose dues and initiation fees have been deducted. The Borough also agrees to furnish the Union monthly with a list of newly hired Driver-Laborer employees and terminated Driver-Laborer employees. The Union will advise the Borough in writing of the amount of the initiation fees and monthly dues. The Union shall be entitled to collect up to eighty-five (85%) percent of their normal monthly dues from all employees of the Department of Public Works who are eligible for membership in Local 29, R.W.D.S.U. but have declined membership. This clause shall be

consistent with the New Jersey State Statute, and shall remain in effect as long as statute is law.

3. GRIEVANCE PROCEDURE

Step 1: An employee having a grievance shall present it orally, either individually or in the presence of the *Union Steward or a member of the *Union Shop Committee, to his immediate supervisor, within five (5) working days after the occurrence of the matter being grieved.

*Union to provide Borough with the names and authority of persons currently assigned to these positions.

Step 2: If the grievance is not adjusted to the satisfaction of the employee within three (3) working days after presentation to the immediate supervisor, then the employee may present the grievance in writing through his Union Steward or Union Shop Committee to the Borough Administrator or his designated replacement. The Borough Administrator shall, on receipt of the grievance, designate a time within five (5) working days for discussion of the grievance with the aggrieved employee, the Union Steward and the Union Shop Committee and the Superintendent of the Department of Public Works.

Within five (5) working days following the receipt of the written grievance, the Administrator shall either:

- (a) Adjust the grievance
- (b) Find the grievance unjustified, or
- (c) Advise the employee, the Union Steward and the Union Shop Committee that the adjustment of the grievance is beyond his authority.

Step 3. If the grievance is not adjusted to the satisfaction of the employee in step 2 above, the employee through his Union Steward or Union Shop Committee shall proceed by filing a written grievance with the Council Public Works Committee within five (5) working days after receipt of the written grievance. Said meeting may include the Superintendent of D.P.W., the Borough Administrator. The Council Public Works Committee shall issue its written decision within five (5) working days after said meeting.

Step 4. If the grievance is not adjusted to the satisfaction of the employee in step 3 above, the employee may proceed to a review of the grievance by the Mayor and Council, if so requested within three (3) working days after receiving written response from the D.P.W. Council Committee. The Mayor and Council upon receiving written notice from the employee will set up a meeting on the grievance within ten (10) working days or as soon thereafter as the meeting can be arranged. At said meeting, the

right to be heard shall be afforded by the Mayor and Council to the employee, the Union Steward, the Union Shop Committee, the Borough Administrator and the Superintendent of D.P.W.

All grievances presented in writing shall specify the occurrence being grieved, the date and time of the occurrence, and the action being sought by the grievant.

Step 1. and Step 2. shall be presented and discussed during working hours. A mutually agreeable time will be arranged between the parties involved.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to a waiver. One extension by either party is automatic.

A GRIEVANCE shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this agreement.

4. MANAGEMENT RIGHTS

1. Except as may be otherwise specifically provided in this agreement to the contrary, the Borough of Tenafly 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 not limited to the following rights:

(a) To the executive management and administrative control of the Borough government and its properties and facilities;

(b) To hire all employees and to determine their qualifications and conditions for continued employment;

(c) To introduce new, different or improved methods and procedures in operations.

(d) To determine the number and type of equipment and the materials, products and supplies to be used or operated.

2. To establish policy, the Borough shall have the right to maintain the efficiency of the Borough operations entrusted to it and to determine methods, means and personnel by which the Borough operations are to be controlled.

3. To recall employees with no advance notice for emergency situations such as snowstorms, sewer backups, flooding conditions, windstorms, fires, disasters of any kind, civil disorder or any declaration of a state of emergency by the Mayor

or Acting Mayor of Tenafly.

4. D.P.W. Employees covered by this agreement agree to be bound by the terms of the Salary Ordinance of the Borough of Tenafly applicable for 1993, 1994, 1995, 1996 and the Tenafly Code of Ethics except as may be modified herein.

5. The Borough of Tenafly will adopt a salary ordinance consistent herein and providing for the pension, medical and dental coverage, insurance and other fringe benefits as currently exist.

5. SALARY RATES

1996 SALARY GUIDE

STEP 1	\$26,000.00	-	NEW HIRES
STEP 2	\$29,000.00	-	After one (1) year
STEP 3	\$32,000.00	-	After two (2) years
STEP 4	\$35,000.00	-	EMPLOYEES HIRED BEFORE 1/1/96
STEP 5	\$38,000.00 *	-	EMPLOYEES HIRED BEFORE 1/1/95
STEP 6	\$42,500.00	-	EMPLOYEES HIRED BEFORE 1/1/94
STEP 7	\$47,000.00	-	EMPLOYEES HIRED BEFORE 1/1/93

Employees in step system move up one (1) Step every January 1. New hires who commence employment before July 1 shall move up one (1) step on January 1 of the next year. Employees hired after June 30 of any year will not move up to Step 2 until the following year. The Mayor and Council may, in their sole discretion place new hires as high as Step 3 based upon experience and expertise.

* Employees hired in 1994 will have their Step 5 1996 salary adjusted to \$40,000.00.

** To be eligible for a retroactive payment, an employee must be employed when the contract is ratified by the parties or left the employ through either retirement or disability. (See Addendum A for retroactive schedule.)

6. ADMINISTRATION AND RECORDS

1. The Mayor and Council shall establish and maintain all personnel records of the employee.

2. The Borough Council reserves the right to amend, change, interpret or eliminate any personnel policies concerning terms

and conditions of employment, practices and rules whenever it appears to be in the best interest of the Borough to do so according to law.

3. A separate personal history file will be established for each employee of the Borough of Tenafly.

4. Personal history files are confidential records and will be maintained in the office of the Borough Clerk. The files will be in two groups, "ACTIVE" representing employees on the payroll and "CLOSED" for employees no longer in the service of the Borough.

5. Only the Mayor, Councilman in charge of DPW, Borough Administrator, and the Superintendent of the DPW may have access to any or all of the personal history files but with the presence of the Borough Clerk who is responsible for maintaining the files. Any employee may, at reasonable times and in the presence of the Borough Clerk, examine his own personal history file.

7. APPLICATION FOR EMPLOYMENT

1. All applicants shall first complete an application form furnished by the Borough Clerk.

2. Applicants will be advised that if employed by the Borough, he must join the Public Employees Retirement System as a condition of employment.

3. A medical examination form will be given to the applicant to take to the Borough Medical Examiner for a complete medical examination at the expense of the Borough. The Borough Clerk will arrange an appointment for such medical examination and advise the examining Doctor to return the completed form directly to the Borough Clerk.

4. The Superintendent of DPW will personally interview the applicant and note impressions gained from such an interview on the application form.

5. Replies to inquiries on references, previous employment and results of the medical examination will be held confidential by the Borough.

6. All new employees shall submit working papers prior to beginning to work; this is a condition of employment in all cases.

7. All new employees shall be made aware that the Borough expects two weeks notice of separation from the Borough. Vacation time accumulated is forfeited if this notice is not given in writing by the employee to the Superintendent of Public Works or the Borough Clerk.

8. PROBATIONARY PERIOD FOR NEW EMPLOYEES:

Except when statutory requirements direct otherwise, new appointees to permanent positions shall serve a probationary period of twelve (12) months during which time they shall have the opportunity to perform in such a manner as satisfies Borough Requirements. Two (2) weeks prior to the expiration of the twelve (12) month period a performance evaluation shall be completed by the Superintendent of Public Works and in the event that the evaluation is positive, then said employee shall be considered a regular full-time employee of the Borough. This evaluation by the Superintendent of DPW shall be placed in the employee's file in the office of the Borough Clerk. An unsatisfactory performance evaluation may result in an extension of the probationary period or separation from the Borough.

8. HOURS OF WORK

Except as may be specifically set forth in this Agreement, all employees shall start work at 7:30 A.M. and quit work at 3:30 P.M. prevailing time Mondays through Fridays. The established normal work hours per day are seven (7); and the normal work hours per week are thirty-five (35) allowing for one (1) hour lunch period and, in addition, one coffee break not to exceed fifteen (15) minutes will be scheduled by the Superintendent of DPW in the morning only. Transfer Station (if operated by the DPW) and the street sweeper employees shall work certain designated hours directly related to those particular jobs.

The Payroll period is weekly terminating on Mondays and payable on Thursdays.

A six hour rest period will be allowed between the end of an emergency night work shift and the start of a regular shift. There will be no additional time added to this for lunch, travel time, wash up time or other breaks. There will be no loss of premium pay due to the emergency night work shift. The six hour rest period shall not apply to workers starting after 2 A.M. as part of their emergency night work shift. A food break will be allowed every four (4) hours during the emergency work time. If an employee misses a meal because of emergency work, the Borough will provide a meal within a reasonable length of time. The cost of a meal is not to exceed \$10 per employee.

9. STANDBY

STANDBY CREWS consisting of a Supervisor and two Driver-Laborers shall be available on call each weekend. The payment for Driver-Laborers for weekend standby shall be forty (\$40.00) dollars/day for the year 1996. There is no additional compensation for weekdays. The minimum pay for call outs shall not be less than one (1) hour's pay.

10. OVERTIME

All overtime shall be authorized in advance by the Superintendent of DPW or his designated supervisor in charge.

The employees of the Department of Public Works shall be eligible for overtime for any work performed on Saturdays or on the regular weekdays prior to 7:30 A.M. or after 3:30 P.M. prevailing time. Such payment is to be made at one and on half (1 1/2) times the hourly rate of the employee, based upon the employee's annual base salary. For those employees whose regular duties require a different normal work day (such as sweeper operator), overtime compensation shall be paid at the same rate as aforesaid for hours worked in advance or immediately after the different normal work day assigned to said position.

An employee shall be eligible for overtime at the aforesaid one and one-half (1 1/2) times the hourly rate for any work performed on a Friday on which a Saturday Holiday is observed and on a Monday on which a Sunday Holiday is observed. A work week shall be considered thirty five (35) hours. In addition, at the option of the employee, he may elect to take time and one half (1 1/2) off for one and one half time (1 1/2) or double time off for double time overtime work instead of receiving overtime pay subject to scheduling the time off by the Superintendent of Public Works or his designated supervisor. The employee must take the compensatory time off within twenty (20) weeks from the occurrence and time off shall be scheduled in increments of days plus any remaining hours due. Otherwise, the employee shall submit an overtime voucher for payment for the overtime.

NOTE: Also see sections on PLANNED OVERTIME and HOLIDAYS for additional references to Overtime.

11. PLANNED OVERTIME

Planned Overtime will be equalized on an annual basis and on a departmental basis substantially as follows: Overtime will be circulated on a monthly basis for signatures by an employee designated by the Union. Overtime worked at the Richard Street Pumping Station by the Operator will not be included in equalization of overtime.

Adjustments in overtime equalization shall occur on Planned Overtime Work so it will not be necessary to waste time polling and changing workmen to complete jobs in progress. Where possible, the worker who starts a project shall complete the project. When only part of a crew is to be retained, an effort shall be made by the Supervisor to retain the full time employees who have the least accumulated overtime hours. Exceptions to this would be where the Superintendent, at his discretion, deems it necessary to keep on a person he feel qualified to complete

the job. Nothing herein, however, shall be deemed to guarantee overtime to any employee or to the Department as a whole since the employees recognize the duty of the Borough of Tenafly to minimize the overall cost to the taxpayers wherever possible.

Nothing in this agreement shall be deemed to prohibit the Mayor and Council from hiring temporary employees, part-time or seasonal employees for performing any services deemed necessary by the Superintendent. Temporary or part-time seasonal workers, however, shall not incur overtime unless the opportunity for said overtime is first offered to two permanent members of the Department, unless an exception from this rule has been discussed in advance and approved by the authorized Union Representative.

12. PUNCTUALITY

The Union recognizes the requirement for employees to be punctual in their work assignments and agrees that after an employee has received two formal warnings in any six-month period about being late for work and is then late a third time or thereafter, said employee will be penalized by deducting from his personal days penalties as follows:

- a. For up to 5 minutes late-1/4 hour of personal time will be lost.
- b. For up to 15 minutes late - 1/2 hour of personal time will be lost.
- c. For up to 1 hour late - 2 hours of personal time will be lost.
- d. Additional and repeated tardiness will constitute grounds for dismissal of an employee.

13. SENIORITY

SENIORITY will be based upon time accrued from continuous length of full-time service in the D.P.W. Any reduction in the work force will be based upon seniority (last hired-first fired). For a period of one year, employees dismissed due to a reduction in the work force must be offered the opportunity to return before a new employee is hired.

14. TRANSFER

Medical transfers may be made in job assignments by the Superintendent of DPW when proper certification is made by a physician that continued performance in a certain job is harmful to the health of the employee. However, a vacancy must exist in the other department being considered for transfer; and the employee requesting the transfer for medical reasons must be physically able and have the qualifications to perform the work required in the other department. The Superintendent of the D.P.W. may seek a "voluntary" transfer or make a "temporary"

transfer in order to provide immediate relief in the event no vacancy exists. However, the Borough does not agree to create a new position to effect a medical transfer.

"Temporary" for the purposes of a medical transfer shall mean the transfer of an employee from one department to another department for a period of thirty (30) days or less.

"Departments" are construed to mean: Transfer Station (if operated by the Borough) and D.P.W. Roads & Sewers (all other).

The employee with the least seniority will be temporarily transferred unless the transfer is accepted by a volunteer. An employee so transferred will remain in the new department for more than thirty (30) days should both employer and employee involved agree on said extension. If a second employee is involved in the same transfer, as in the case of a switch of persons between departments, then both employees must agree with the employer to extend the thirty (30) day period. Should one employee not so agree, then he shall be entitled to be returned to his original department.

15. VACATIONS

1. OBJECTIVE: To provide vacations with pay in recognition of the values derived from periods of rest and recreation, and in recognition of length of service with the Borough.

2. DEFINITIONS: As used herein, the following terms shall have the meanings respectively indicated:

- (1) EMPLOYEE: A person who is employed by the Borough on a full time salaried basis and for a regular fixed or compensation (other than a retainer or compensation for temporary employment).
- (2) CONTINUOUS SERVICE: That period of time between the effective date of an employee's employment (as shown on his employment record) and the end of the calendar year for which the employee's length of vacation is being determined. If an employee has left the employ of the Borough and returned, prior time in service will be utilized to determine the length of vacation, disability and longevity.
- (3) TERMINATION OF EMPLOYMENT: Separation of an employee from the Borough by "resignation" or "discharge".
- (4) RESIGNATION: Termination of employment initiated by the employee.
- (5) DISCHARGE: Termination of employment initiated by the Borough for cause.
- (6) PAY: Employee's Base annual salary payable weekly at the time of his vacation, exclusive of any compensation for overtime or other special remuneration.

3. POLICY: All regular employees of the Borough of Tenafly

shall be eligible for vacations as follows:

LESS THAN ONE YEAR - During the calendar year in which an employee will have attained at least 6 months but less than one year of continuous service, he will be eligible for one week's vacation.

1 year - 10 work days	13 years - 18 work days
2 years - 11 work days	14 years - 19 work days
3 years - 11 work days	15 years - 20 work days
4 years - 12 work days	16 years - 20 work days
5 years - 12 work days	17 years - 21 work days
6 years - 13 work days	18 years - 21 work days
7 years - 14 work days	19 years - 22 work days
8 years - 15 work days	20 years - 22 work days
9 years - 16 work days	21 years - 23 work days
10 years - 16 work days	22 years - 23 work days
11 years - 17 work days	23 years - 24 work days
12 years - 17 work days	24 years - 24 work days
	25 years - 25 work days
	over 25 years - 25 work days

4. APPLICATION:

A. VACATION PERIOD.

(1) Vacations may be taken any time within the year with the provision that no more than one (1) person is on vacation during the leaf pickup time of November 1 to December 15 and no more than three (3) persons shall be on vacation during the snow season from December 15 to March 15. It is the responsibility of the Department Head to see that the department is adequately manned at all times with seniority being the principal determining factor if a problem exists. In the event of a town emergency such as a windstorm, flooding or snowstorm when everyone available may be needed, every effort should be made to report back to work if available and needed.

B. ACCUMULATION OF VACATION TIME.

(1) The vacation for which an employee is eligible in any calendar year must be taken in that year and cannot be carried forward. However, in the event all vacation is not utilized, an employee may carry over a maximum of five (5) vacation days until April 1 of the following year.

C. WAIVER OF VACATION.

(1) A vacation may not be waived by an employee and vacation pay received in lieu thereof.

D. VACATION TIME.

All employees shall be permitted to utilize vacation time as set forth in paragraph 3 hereof subject to the following provisions:

(1) Any employee entitled to 10 or more working days vacation must take vacation time in at least two (2) one week increments. A week increment shall be a work week and shall include five (5) working days. The two (2) required one week increments need not be taken consecutively. The two (2) required one week increments and any vacation time taken in one day increments may be taken at the exclusive option of the employees in whatever order they choose.

(2) In the event a holiday or holidays fall during a required one week increment, an employee shall not be assessed a vacation day for the holiday. (For example: If an employee is entitled to 11 days vacation and if one holiday falls during one of the two required week increments, the employee will have two vacation days remaining.)

(3) An employee must notify the Superintendent or his/her designee 48 hours prior to an employee's utilization of a required one week increment. An employee must notify the Superintendent or his/her designee not less than 24 hours prior to utilizing a vacation of one (1) day.

E. ILLNESS OR INJURY DURING VACATION.

(1) If an employee becomes ill or is injured before leaving for a scheduled vacation, the employee's vacation may be rescheduled. If an employee becomes ill or injured while on vacation, such disability will be considered to be vacation time unless it is of eight or more calendar days duration, in which case the following is applied:

(a) The employee's vacation will be deemed to have ceased with the first day of illness or injury; he will be placed on disability leave as of the first day. When such employee has recovered sufficiently to be able to resume his duties. He may, with appropriate approvals, either continue his vacation or take the balance of his vacation, the provisions of paragraph next following shall apply.

(b) If an employee on disability leave approaches the end of the calendar year without having taken and without being able to take all of the vacation for which he is eligible, that period of time equal to the vacation for which he is eligible and which he has not taken will be designated as vacation. For that period of time he will receive full vacation pay.

F. An employee may obtain his salary in advance of his vacation, covering the period of vacation, if requested two weeks in advance. The request should be made in writing to the Collector-Treasurer through the Superintendent of Public Works of his/her designee.

16. HOLIDAYS

Members of the DPW are entitled to the following paid holidays.

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter (Transfer Sta. Only)	Day after Thanksgiving
Memorial Day	Christmas Day
	Presidential Election Day

Holidays falling on a Saturday or a Sunday shall be taken on the preceding or following day as the case may be. An employee shall be eligible for overtime at the aforesaid one and one-half (1 1/2) times the hourly rate for any work performed on a Friday on which a Saturday Holiday is observed and on a Monday on which a Sunday Holiday is observed.

Employees of the Department who are called upon to work on any of the holidays set forth above or on any Sunday shall be compensated for the hours worked at double time based upon their annual base salary as aforesaid; for the purpose of this section, the word holiday shall mean the dates on which the holidays set forth above are officially observed. The double-time rate shall also apply from 6:00 P.M. to Midnight on Christmas Eve and on New Year's Eve. No extra compensation shall be given for personal days. Employees shall work a half day on Christmas Eve and New Year's Eve. Employees of the DPW are excused from work duties at noon on the last work day before Christmas and New Year's Day except in the case of an emergency such as snow, flooding conditions or similar type of circumstances in which case they are expected to work as needed without overtime pay during their normal scheduled work time.

17. PERSONAL DAYS

1. All full-time employees of D.P.W. shall be allowed six (6) personal days off per year.
2. In the event that they are not utilized within the calendar year, a maximum of two days may be taken until April 1 of the following year.
3. All employees shall be permitted to utilize personal time in increments of hours. However, no employee shall utilize personal time in less than one (1) hour increments. Personal time shall be subject to the following provisions.
 - A. Employees must notify the Superintendent or his/her designee at least 24 hours in advance of time utilization.

In such case, the employee's time utilization shall not be denied.

B. In the event of personal emergency time utilization, personal time shall not be denied once the employee has notified the Superintendent or his/her designee of such emergency.

C. In the event less than 24 hours notice is given as to personal time utilization, exclusive of person emergencies, person time will be granted at the discretion of the Superintendent or his/her designee.

D. For purposes hereof, time utilization shall be subject to the limitation that not more than four (4) employees shall be permitted personal time off at the same time except for emergency personal time off at the same time except for emergency personal time with seniority the principal determining factor.

4. Those employees who are required to make visits to the Veteran's Administration during work hours shall be excused without losing credit for personal time or vacation time.

18. OTHER BENEFITS

1. All full-time employees will receive Blue Cross and Blue Shield Pace Plan Coverage, Rider "J" and Major Medical Insurance coverage, or its equivalent for themselves and their eligible dependents. Coverage under the Borough's Dental Plan shall be added to these benefits effective as soon as possible after the signing of this agreement. The Borough will also reimburse members annually for the cost to maintain Blue Cross and Blue Shield (not including dependent's coverage) for those members of the Department of Public Works retiring with at least twenty-five (25) years of service with the Borough as a full-time employee and having reached age fifty-five (55).

2. All full-time employees will receive group life insurance coverage for themselves in the amount of Five Thousand (\$5,000) dollars with a double indemnity clause.

3. All other statutory requirements, including Worker's Compensation, will be provided by the Borough.

19. BERRAVEMENT LEAVE

1. In the event that an employee suffers a death in his immediate family which for this purpose is defined and limited to husband, wife, child, mother, father, grandfather, grandmother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild the employee shall be entitled to a

maximum of four consecutive working days off ~~including the day of the funeral without~~ losing credit from vacation or personal days. In the event the funeral of such an immediate family member is held outside a 100 mile radius of Tenafly, then the employee shall be entitled to a maximum of five days off up to and including the day of the funeral.

TA.C
J.H.F.

2. If the funeral of a relative of an employee, other than a relative listed above, is held on a work day, the employee may have the work day off providing he actually attends the funeral. However, the employee may not have more than one work day off per calendar year under these conditions. For the purposes of this paragraph, a relative shall include in addition to those listed in paragraph 1. above, the following persons: A Blood relative of the employee limited to relatives such as nephew, niece, uncle, aunt, and first cousins. The employee may use a personal day to attend funerals for all other relatives.

20. JURY DUTY

Should a full-time employee of D.P.W. be called to jury duty, either petit or grand, on County, State or Federal level, said employee shall remit to the Borough any sum paid for jury duty except any expenses paid by the Court System and in so doing shall be paid their regular salary while at jury duty. In the event, however, that an employee reports in the morning for jury duty and is excused for the remainder of that day, the employee shall then report promptly for work for the remainder of the work day.

21. LEAVE OF ABSENCE

LEAVE OF ABSENCE may be accorded to permanent full time employees of the D.P.W. and without loss of job status or seniority for true personal emergency situations of which the final determination is at the total discretion of the Mayor and Council. A maximum of ninety (90) days over two calendar years is permitted. During said leave, the employee shall not be considered unemployed so as to collect unemployment compensation nor shall the Borough pay any salary or benefits. Notwithstanding the aforesaid, insurance coverage for medical or death benefits may remain in force if the employee agrees to reimburse the Borough during said leave of absence. The intention of the leave of absence cannot be for the purpose of the employee experimenting with a full-time job elsewhere. Although there would be no objection to sporadic, part time, temporary or self employment work while on leave of absence. The employee shall submit to the Superintendent all the facts bearing on his request and the Superintendent shall make recommendations to the Mayor and Council. Each case shall be considered on its merits, and a denial shall not be the subject of a grievance. One renewal may also be requested. Normally such leave will not

be granted for illness unless sick leave is exhausted and vacation time is exhausted.

22. UNIFORMS

The Borough shall furnish work uniforms of a suitable color and identification for D.P.W. employees or in lieu of furnishing Uniforms beginning on January 1, 1992 the Borough will discuss and consider an arrangement with the Driver/Laborers whereas the sum of \$300/year be added to the current clothing allowance of \$325.00/year in return for the Driver/Laborers to furnish and launder their own uniforms subject to the color and type receiving prior approval from the Mayor and Council. Should that occur, it shall be the sole responsibility of the driver/laborers to furnish all of their uniform needs and to report for work in the approved uniforms clean and neat in appearance. The Borough will furnish one pair of outer boots and rain gear as necessary. Each full-time employee shall also be entitled to a clothing and shoe allowance of \$325.00 per year beginning in the year 1990. Said allowance shall be paid following the adoption of the Borough budget and subsequent submission of a voucher by the employee. The employee shall be responsible for supplying and wearing suitable work shoes from the clothing allowance.

23. SICK LEAVE

1. SICK LEAVE:

To provide a prevailing personnel policy governing salary continuation to employees on sick leave in recognition of length of service with the Borough, "Sick Leave" is defined as the temporary absence of an employee from work because of personal illness or non-job related injury authorized by the Borough.

2. POLICY:

(a) Salary continuation during periods of disability leave may be granted based on length of continuous service, in accordance with the following schedule and subject to the provisions hereof:

<u>Continuous Service</u>	<u>Salary Continuation Period</u>
Less than 1 month	None
At least 1 month but less than 2 months ...	5 days
At least 2 months but less than 3 months ..	10 days
At least 3 months but less than 1 year	2 weeks
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	8 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years but less than 6 years	12 weeks
At least 6 years but less than 9 years	14 weeks
Ten (10) years and over	26 weeks

"Continuous Service" is defined as the period of time from the date of employment until the date that service is interrupted by the illness or injury.

(b) The salary continuation period runs consecutively without regard to the calendar years involved.

(c) The above schedule may apply to separate unconnected injuries or illnesses.

(d) A medical certificate by a Physician covering the period of illness may be required by the Mayor and Council.

(e) In any case of salary continuation, the employee's salary will be reduced by the amount of any loss of time payments to which he may be entitled under any Worker's Compensation Claim.

(f) Extended Sick Leave: Prior to application for an extended sick leave, all earned vacation and personal days must be expended or committed toward the employee's sick leave. It is understood that an automatic extension of thirteen (13) weeks will be added to the normal sick leave provisions in the event of a "terminal illness" to the employee. Satisfactory documentation must be provided in all such cases to the Mayor and Council.

3. APPLICATION:

An employee is eligible for salary based upon the length of his/her continuous service at the time the sick leave commences. A person who is on temporary employment at the time his/her sick leave commences will not be eligible for salary continuation (even though such person may later be deemed to be in non-temporary employment for the effective date of his/her initial employment.)

24. EMPLOYMENT RELATED DISABILITY LEAVE; (UNDER WORKER'S COMPENSATION)

1. Immediately following initial treatment for injury, an accident report must be filed with the Superintendent of DPW within three (3) days of occurrence for consideration by the insurance carrier for the Borough. Forms are available from the Superintendent of DPW and Borough Clerk. BE SURE TO SELECT A PHYSICIAN OR SPECIALIST AS OUTLINED IN THE BERGEN COUNTY JOINT MUNICIPAL INSURANCE FUND (JIF) APPROVED MEDICAL PANEL, COPIES AVAILABLE AT THE OFFICES OF THE DPW, PARKS, POLICE, LIBRARY AND BOROUGH CLERK.

2. A Borough employee injured in the performance of duties shall receive disability compensation for bona fide disability as follows:

- a. During the first seven (7) days of disability the Borough shall pay the disabled employee's normal salary.
- b. After seven (7) days, payment by Worker's Compensation will normally begin. The Borough will continue to pay the employee at the regular earnings rate and the employee shall forward to the Borough Treasurer any Worker's Compensation payments received during the disability period.
- c. Worker's Compensation will continue for as long as allowed under existing law and coverage.
- d. The Borough's contribution to paid disability leave will continue for a period of not more than one (1) year from the date of initial disability absence but shall not be counted against personal sick leave. If absence over one (1) year is required, that absence may then be charged to personal sick leave.
- e. The Borough reserves the right to require medical examination by a physician at any time during an employee's absence and may require a letter of fitness to work before allowing the employee to return to work.

3. A permanent employee is eligible for salary based on the length of his continuous service at the time his disability leave begins as described above.

25. DISCHARGE TERMINATION PAY OR NOTICE.

A regular full-time employee who is discharged, except for cause of retirement, who has more than six (6) months of service shall be entitled to two (2) weeks notice or receive two (2) weeks pay in lieu of notice.

26. WASH-UP TIME

Employees are permitted a maximum of fifteen (15) minutes of wash-up time prior to lunchtime and a maximum of fifteen (15) minutes of wash-up time prior to quitting time each work day.

27. LONGEVITY PAY

In addition to the base salary scale, each full-time employee shall receive longevity compensation computed at one percent (1%) of their respective annual base salary for each two (2) years of completed service during their first twenty-four years of service. After twenty-four (24) years, one-half percent (1/2%) of their base salary for the twenty-fifth year to a maximum of twelve and one-half (12 1/2%) percent after twenty-five (25) years of service. The longevity pay improvement under this paragraph is effective January 1, 1989.

28. TERMINAL LEAVE

The Terminal Leave Plan for all employees who terminate their service with the Borough shall be calculated as follows: 12.5% of their final year's annual Base Salary plus Longevity upon completion of fifteen (15) years of service with the Borough of Tenafly as a full-time employee; and an additional 2.5% for each full year of service after fifteen (15) years service to a maximum of seventy-five (75%) percent of their last year's annual Base Salary plus Longevity after forty (40) years of service as a full-time employee of the Borough of Tenafly.

NOTES:

THE TRANSFER STATION (when operated by the Borough) will close at 12:00 Noon the last workday before Christmas and at 12:00 Noon the day before New Year's Day. Should an emergency arise due to ice and snow, the workers are to report to the Roads Department.

EYEGLASSES accidentally broken during the performance of their by an employee of the D.P.W. shall be repaired or replaced by the Borough by reimbursement upon submission of a receipted bill to the Superintendent of D.P.W. If reimbursement can be made by Worker's Compensation Insurance, then no second reimbursement is to be paid. The maximum reimbursement shall be up to \$100.00. Employees are urged to wear eyeglass straps where the straps are not deemed to be a hazard in themselves. Also, safety glasses shall be worn when performing certain tasks where there is a danger to the eyes from flying chips of stone, masonry, or other objects.

PERSONAL VEHICLE EXPENSE: In instances where an employee of the D.P.W. uses his personal vehicle for on-the-job transportation and where said use is authorized by the Superintendent of D.P.W. (such as the employees who check the pump stations at odd hours), the reimbursement shall be at the rate of 22 cents per mile.

During the contract period, the parties understand the following:

(a) Return schedules, lunch breaks and coffee breaks may be cooperatively rescheduled as to avoid time loss.

29. PERSONNEL MANUAL

Attached hereto and made a part hereof is the Personnel Manual as revised to _____ which subsequent to the date hereof, shall be binding upon the parties hereto. Any provisions in this Agreement inconsistent with the provisions in the Manual shall take precedent and be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9th day of April 1996.

BOROUGH OF TENAFLY

Anna A. Moscovitz
Mayor

Danny Hatter
Borough Clerk

DEPARTMENT OF PUBLIC WORKS
DRIVER/LABORERS
LOCAL 29, R.W.D.S.U.

Karl Frank - Local 29
Thomas C. ...
John P. Flanagan

mr

ADDENDUM A

RETROACTIVITY

Category 1

Employees at top step for a full year as of 1/1/93

\$11,100 + 5% of overtime earned in 1993, 1994, 1995
and longevity

Category 2

Employees at top step for a full year as of 1/1/96

\$5,640.00 (1995 Retroactivity)

\$ 750.00 (1994 Retroactivity)

\$ 600.00 (1993 Retroactivity)

+ 5% of overtime earned in 1993-1995

+ longevity

Category 3

Employees who have not been at the top step for at least one (1) year as of 1/1/96.

\$ 900.00* (1995 Retroactivity)

\$ 750.00* (1994 Retroactivity)

\$ 600.00* (1993 Retroactivity)

+ 5% of overtime earned in 1993-1995

+ longevity

*Employees not working the complete year shall receive a pro-rata share of retroactivity calculated from their start date as a salaried employee.

Category 4

Retirees, Disability Retirees

Base Salaries for Retirement Purposes:

<u>1993</u>	<u>1994</u>	<u>1995</u>
\$41,500.00	\$43,500.00	\$45,400.00

Retroactivity

1993 - * \$1,740.00

1994 - * \$3,740.00

1995 - * \$5,640.00

+ 5% of overtime earned in 1993-1995

+ longevity

*Employees retiring during 1993-1995 shall receive a pro-rata share of retroactivity calculated up to their last day of pay with the Borough.