

AGREEMENT

BETWEEN

BOROUGH OF CRESSKILL

AND

DEPARTMENT OF PUBLIC WORKS EMPLOYEES

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January 1, 2012 through December 31, 2015

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## 0.00 PREAMBLES

0.01 THIS AGREEMENT entered into this 16th day of May, 2012, by and between the BOROUGH OF CRESSKILL, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH", and the DEPARTMENT OF PUBLIC WORKS' EMPLOYEES, (exclusive of Superintendent and Assistant Superintendent who are covered under the Borough Ordinance) hereinafter called the "EMPLOYEES" represents the complete and final understanding on all bargainable issues between the Borough and the Employees.

All terms and conditions contained in this agreement will be retroactive to January 1, 2012.

## ARTICLE 1

### 1.00 MANAGEMENT RIGHTS

1.01 The Borough of Cresskill 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:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
3. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.
4. To set rates of pay for temporary or seasonal employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause.
6. Nothing contained herein shall prohibit the Borough from contracting out any work, subject to Article XXVII.

7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive, and be given either/or two week's notice of pay.
  8. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department of Public Works.
- 1.02 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the law of New Jersey and of the United States.
- 1.03 Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any other national, state, county or local laws or regulations.

## ARTICLE 2

### 2.00 MAINTENANCE OF WORK OPERATIONS

- 2.01 The Employees hereby covenant and agree that during the term of this Agreement, neither the Employees nor any person acting in their behalf will threaten, cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment,) work stoppage, slow-down, walk-out or other job action against the Borough, nor recognize any picket line. The Employees agree that such action would constitute a material breach of this Agreement
- 2.02 The Employees agree that they will make every reasonable effort to prevent members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, or supporting any such activity by any other employee or group of employees of the Borough and that the Employees will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Employees' order.
- 2.03 Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Employees or its members.
- 2.04 The Borough agrees not to engage in a lockout.

### ARTICLE 3

#### 3.00 **EMPLOYEES RIGHTS AND RESPONSIBILITIES**

- 3.01 The Borough agrees that it will not enter into any collective negotiations Agreement with any organization other than with the representatives of the Employees of the Department of Public Works with regard to the employees covered by this Agreement.
- 3.02 The Employees shall be responsible for acquainting the members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by the members with those terms and conditions. All members, however, shall be bound by the terms and conditions of the Agreement.
- 3.03 The Employees or his representatives previously designated by the Employees, shall be admitted on the premises of the Borough on Employees' business, and can raise with the Borough any questions concerning the enforcement and applicability of the Agreement and all terms and conditions of employment.
- 3.04 The Employees may designate one (1) employee representative who can raise with the Borough any questions concerning the enforcement and applicability of this Agreement, and all terms and conditions of employment. The Employees shall furnish to the Borough, in writing, within thirty (30) days of the date of the signing of this Agreement the name of the representative and notify the Borough of any changes within thirty (30) days after said change is made. Effective 2/1/2002 the worker's DPW committee will be advised of all reprimands. The employee being reprimanded, the DPW Superintendent, and the Council Liaison will sign off on any documentation.
- 3.05 The aforementioned employee representative will be granted time off without loss of pay during working hours to represent a member with a grievance in accordance with the Grievance Procedure.
- 3.06 Effective 1/1/2002 an employee shall not be discharged for a first suspension of his driver's license due to a non-job related incident. A second suspension of license or a first suspension of a year or longer will be grounds for immediate dismissal. Any license suspension of longer than six (6) months, up to one (1) year, will result in an automatic suspension of the employee, without pay or benefits for that portion of the license suspension that exceeds six (6) months. When the license suspension is over, the employee will return to work at his previous level. However, no credit for the time the employee is suspended will be given insofar as vacation, seniority, sick time, and other benefits are concerned.
- 3.07 Effective 1/1/2002 should an employee have his license suspended for up to six (6) months in a non-job related incident, he will be reduced in pay to that of a Driver/Laborer, at the step to which his years of service entitle him, until such time as his license is renewed. He will then resume his position and pay, without loss of seniority or benefits.

### ARTICLE 4

#### 4.00 **GRIEVANCE PROCEDURE**

- 4.01 The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- 4.02 Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- 4.03 With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Borough, the term “grievance” as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.
- 4.04 The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:
- 4.04a Step 1: The aggrieved or the Employees shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- 4.04b Step 2: If no agreement can be reached orally within ten (10) calendar days of the initial discussion with the supervisor, the employee or the Employees may present the grievance in writing within ten (10) calendar days thereafter to the Superintendent of Public Works or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.
- 4.04c Step 3: If the Employees wish to appeal the decision of the Superintendent, such appeal shall be presented in writing to the Borough Administrator within ten (10) calendar days thereafter. This presentation shall include copies of all previous

correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within twenty-one (21) calendar days of the submission.

4.04d

Step 4: If the Employees wish to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the Borough Council within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council shall respond, in writing, to the grievance within thirty (30) calendar days of the submission. Such decision shall be final and binding upon the parties.

4.04e

Upon prior notice to and authorization of the Borough Administrator, one designated Employees' Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Cresskill or require the recall of off-duty employees. Such requests shall not be arbitrarily denied.

4.04f

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

4.05

Effective 1/1/2002 employees have right to go to the NJS of Mediation if an agreement between the employee and the Borough cannot be met. This only applies in cases of termination or of unpaid suspensions of longer than one month.

## ARTICLE 5

5.00

### **SALARIES**

5.01a

The following salary schedule will be in effect as of January 1, 2012 thru December 31, 2015 for employees hired prior to January 1, 2012:

	<u>1-1-12</u>	<u>1-1-13</u>	<u>1-1-14</u>	<u>1-1-15</u>
<u>Foreman</u>				
Start	\$89,514	\$91,304	\$93,131	\$94,993
Third	\$96,272	\$98,197	100,161	102,164
Fifth	103,028	105,089	107,190	\$109,334

Mechanic

Start	\$61,607	\$62,839	\$64,096	\$65,378
Second	\$68,368	\$69,735	\$71,130	\$72,552
Fourth	\$75,881	\$77,398	\$78,946	\$80,525
Sixth	\$82,644	\$84,297	\$85,983	\$87,703
Eighth	\$89,111	\$90,894	\$92,711	\$94,566

Senior Tree Man

Start	\$76,468	\$77,998	\$79,558	\$81,149
Third	\$81,889	\$83,526	\$85,197	\$86,901
Fifth	\$88,644	\$90,417	\$92,225	\$94,070

Laborer/Driver/Equipment Operator

Start	\$48,834	\$49,810	\$50,806	\$51,823
Second	\$55,596	\$56,708	\$57,842	\$58,999
Fourth	\$62,358	\$63,605	\$64,877	\$66,174
Sixth	\$69,120	\$70,503	\$71,913	\$73,351
Eighth	\$75,824	\$77,340	\$78,887	\$80,465
Ninth	\$81,889	\$83,526	\$85,197	\$86,901
Tenth	\$88,644	\$90,417	\$92,225	\$94,070

The above represents a 2% increase in salary for the years 2012, 2013, 2014 and 2015. If an employee were to move to a different category, he would move to the appropriate step above his previous salary.

- 5.01b The following salary schedule will be in effect as of January 1, 2012 thru December 31, 2015 for employees hired after to January 1, 2012:

	<u>1-1-12</u>	<u>1-1-13</u>	<u>1-1-14</u>	<u>1-1-15</u>
<u>Foreman</u>				
Start	\$89,514	\$91,304	\$93,131	\$94,993
Third	\$96,272	\$98,197	100,161	102,164
Fifth	103,028	105,089	107,190	\$109,334

Mechanic

Start	\$50,000	\$51,000	\$52,020	\$53,060
Second	\$54,346	\$55,433	\$56,542	\$57,672
Third	\$58,692	\$59,866	\$61,063	\$62,284
Fourth	\$63,038	\$64,299	\$65,585	\$66,896
Fifth	\$67,384	\$68,732	\$70,106	\$71,508
Sixth	\$71,730	\$73,165	\$74,628	\$76,120
Seventh	\$76,076	\$77,598	\$79,149	\$80,732
Eighth	\$80,422	\$82,030	\$83,671	\$85,344
Ninth	\$84,768	\$86,463	\$88,193	\$89,956
Tenth	\$89,111	\$90,894	\$92,711	\$94,566

Senior Tree Man

Start	\$76,468	\$77,998	\$79,558	\$81,149
Third	\$81,889	\$83,526	\$85,197	\$86,901
Fifth	\$88,644	\$90,417	\$92,225	\$94,070

Laborer/Driver/Equipment Operator

Start	\$32,000	\$32,640	\$33,293	\$33,959
Second	\$37,150	\$37,893	\$38,651	\$39,424
Third	\$42,300	\$43,146	\$44,009	\$44,889
Fourth	\$47,450	\$48,399	\$49,367	\$50,354
Fifth	\$52,600	\$53,652	\$54,725	\$55,820
Sixth	\$57,750	\$58,905	\$60,083	\$61,285
Seventh	\$62,900	\$64,158	\$65,441	\$66,750
Eighth	\$68,050	\$69,411	\$70,799	\$72,215
Ninth	\$73,200	\$74,664	\$76,157	\$77,680
Tenth	\$78,350	\$79,917	\$81,515	\$83,146
Eleventh	\$83,500	\$85,170	\$86,873	\$88,611
Twelfth	\$88,644	\$90,417	\$92,225	\$94,070

The above represents a 2% increase in salary for the years 2012, 2013, 2014 and 2015. If an employee were to move to a different category, he would move to the appropriate step above his previous salary.

- 5.01c Effective 1/1/2002, if the Borough wishes to have employees get special licenses, e.g. Pesticide Applicator License, the Borough will pay all costs for the acquisition of such license. It will be offered on a seniority basis and will be compensated at \$425.00 for each year of the contract. It is understood that an employee is only responsible for his own negligence in the use of such licenses. It is also understood that an employee has the right to refuse to act, if instructions are not in accordance with safe practices, e.g. Spraying pesticides or herbicides on a windy day. A maximum of three licenses per category will be covered by a stipend. Note: Due to the potentially hazardous nature of herbicide/pesticide spraying, the Borough anticipates such future spraying will be done on a contractual basis with an outside concern.
- 5.02 Employees with the appropriate time will move up one step on the salary guide, effective January 1<sup>st</sup> until such time as the maximum is reached.
- 5.03 All new employees shall start at first step, if possible. All advertised positions to be posted.
- 5.04 A CDL (Class B) License is required for employment. Effective 1/1/2002, if the Borough requests that an employee upgrade his license or get special endorsements, the Borough will bear the cost differential between a Class B CDL and the cost of the upgraded license (Class A) and be paid \$75.00 per year and allow employee to renew license on Borough time. This will include the cost of annual physicals, if required, for an upgrade requested by the Borough.



## **ARTICLE 6**

### **6.00 LONGEVITY**

- 6.01 In addition to other benefits and compensation, each Employee covered by this Agreement shall receive an annual longevity increment as provided herein. Longevity shall be paid to all Employees covered by this Agreement as follows:
- A. Effective January 1, 2008 longevity shall be paid at the rate of five-twelfths of a percent (0.416%) per year of service.
  - B. Effective January 1, 2009 and thereafter, longevity shall be paid at the rate of six-twelfths of a percent (0.5%) per year of service.
- 6.02 For all new hires, hired after January 1, 2008, longevity shall be paid at the rate of one-half of one percent (0.5%) per year of service, however payment shall be made in the January following said new Employee's second anniversary of service.
- 6.03 The maximum longevity as calculated in the above paragraph shall be twelve percent (12%) per annum.

## **ARTICLE 7**

### **7.00 OVERTIME**

- 7.01 Overtime shall be paid for all work performed in excess of the standard work week as defined in Article 23 at the rate of one-and-one-half times the computed hourly rate. Continued overtime (rest, lunch and dinner breaks do not sever the continuity) after eight hours of overtime shall be paid at the rate of two times the computed hourly rate. Permanent full-time employees shall not be paid overtime until said employee shall have worked the standard number of weekly hours as defined in Article 23.01.
- 7.02 Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Superintendent. The authorization and reasons for the granting overtime shall be noted on the time report and certified by the Superintendent.
- 7.03 Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments.
- This will not reduce the employee's obligation to work overtime when assigned.
- 7.04 For hours worked on a Saturday, Sunday or Holiday, compensation shall be paid at the rate of two (2) times the computed hourly rate.

- 7.05 After four (4) consecutive hours of overtime, employees shall receive a dinner break to be paid for by the Borough, consistent with past practices.
- 7.06 When an employee reports in, he shall be entitled to a minimum of four (4) hours at the overtime rate.
- 7.07a Overtime will only be offered to full-time employees. Employees have option of compensatory time (maximum of 6 days) in lieu of overtime pay.
- 7.07b Part-time employees will not work overtime. (*Exception:* If full-time employee refuses or is unable to work.)
- 7.07c Effective 1/1/2002 management may not at any time do the work of any employee covered by this contract, except in an emergency, and after all attempts to contact employees have been exhausted.
- 7.08 If a man works a continuous twenty-four (24) hours, pay goes from double time to triple time.
- NOTE: No man should work more than twenty-four (24) hours - he must get eight (8) hours rest time with pay at straight time: on weekends and holidays, at the rate of pay.
- 7.09 Should any employee miss out on any overtime while on standby or back-up for any reason of not being contacted, the employee will be paid for his time lost.

## ARTICLE 8

- 8.00 **VACATIONS** Article 8, paragraphs 8.01 and 8.03 shall be amended to conform to the Borough Code (49-35 and 49-37). See below. This will have no effect on the current workforce but will apply to new hires after 1-1-99. (*Previous paragraph 8.01:* “After completion of six (6) months service, each employee shall receive a base vacation period of two (2) work weeks. Thereafter, each employee shall accrue one (1) additional day for each year worked, total not to exceed thirty-two (32) days.”)
- 8.01 (*Effective January 1, 1999*): After completion of six (6) months service, each employee shall be entitled to one workweek of vacation. If the six months is completed prior to the end of the year in which service started, vacation may be taken that year, and any additional full months in that year will be compensated for at the rate of 1/12 of ten (10) days times the daily rate of pay. If the six months is not completed in the same year that service started, all full months completed in the initial year will be compensated at the end of six months, as above. At the completion of twelve (12) months of service, the employee shall be entitled to a second workweek of vacation. Thereafter, after the calendar year in which the probationary period expired, each employee shall be entitled to two (2) workweeks’ vacation plus he or she will accrue one additional day for each additional calendar year worked. Total vacation time shall not exceed thirty-two (32) workdays. In no case is an employee entitled to more than two (2) workweeks’ vacation

in a calendar year until such time as he/she has accrued additional days as above. Annual vacation, after the initial calendar year, is earned at the rate of 1/12 of entitled vacation for each month completed in the year; e.g., if an employee leaves service on June 30 of a year, he/she shall be entitled to ½ of that year's vacation. Should he/she have already taken more than ½ of that year's vacation, the compensation for that portion exceeding ½ shall be calculated as above and deducted from the final paycheck.

- 8.02 Probationary and Temporary Employees are not eligible for vacation and sick leave credits during this period. However, such credits shall be applied after an employee has gained permanent status.
- 8.03 Part-time permanent employees who work at least 20 hours of the normal scheduled workweek within their department shall receive vacation, on a proportionate basis, the same as full-time employees.
- 8.04 Years of service shall be computed from the date of employment.
- 8.05 Vacation time shall be earned by service within a calendar year, but may not be taken prior to January 1 of the following year.
- 8.06 Vacation must be scheduled so as not to impede the orderly conduct of municipal business. It shall be the responsibility of each Department Head to see that employee vacations within the department are so scheduled. With Department Head approval, one employee will be allowed to schedule vacation during winter.
- 8.07 Vacations should normally be taken prior to December 31 of any given year, but one (1) weeks' vacation may be carried over for not more than the following calendar year. If additional week is left over, employee will be paid only for one (1) week.
- 8.08 Vacation pay will be the amount earned had the employee worked normal hours during the vacation period.
- 8.09 If a holiday falls during an employee's vacation period, a substitute day of vacation shall be granted.
- 8.10 Upon termination of employment for any reason (including death) an employee (or his estate, as the case may be) will receive pay at his regular rate in lieu of any unused vacation days for which the employee is or was eligible in that calendar year, on a pro-rata basis for the year of termination.

## **ARTICLE 9**

### **9.00 SICK PAY**

- 9.01 Effective 1/1/2002 all covered personnel shall be entitled to sick pay for a maximum of twelve (12) days annually. At the end of each year, employees who are ineligible to accumulate Terminal Leave will be compensated for any unused sick days at the rate of one hundred percent (100%) of the employee's established daily rate of pay. Employees

eligible to accumulate Terminal Leave will be compensated for any unused sick days at the rate of one-half (1/2) of the employee's established daily rate of pay. If the Terminal Leave "bank" is full, or if an employee has cashed in his Terminal Leave and has no more eligibility to bank additional days, he will be compensated at one hundred percent (100%) of the employee's established daily rate of pay. No sick days shall be accumulated for Terminal Leave purposes except in accordance with the provisions of Article 12. If an employee is terminated prior to the year's end, said employee will be compensated at the time of termination at the rate of one hundred percent (100%) of the employee's established daily rate of pay for any unused sick days that have accrued to that date.

- 9.02 Every employee is responsible for notifying his supervisor each time sick leave is taken pursuant to the provisions of Chapter 49, Section 20 of the Borough Code.
- 9.03 After five (5) days absence, a certificate of illness prepared by a physician shall be provided to the Superintendent of Public Works, or the employee will not be paid for the period of illness. Any employee who does not provide a verifiable justification of illness is subject to discipline. In the event the Borough requires a second opinion, the Borough will pay reasonable and customary charges for examination by a physician of the Borough's choice.
- 9.04 Except in the case of major illness, if an employee uses more than the allotted twelve (12) sick days in any one calendar year, the employee shall have the option to have said additional days deducted from the total number of terminal leave days accrued at that time. If an employee elects not to have additional days deducted from terminal leave, he shall be deemed to have elected to take those additional days without pay. Any days that have been deducted from the terminal leave days cannot be replaced.
- 9.05a In the case of a major illness, only six (6) days will be deducted from the twelve (12) allotted sick days and the employee will be allowed to be out for up to four (4) months with pay. In the event the illness requires more than four (4) months, he/she will be charged an additional six (6) sick days and be able to take another four (4) months with pay. After all sick time has been used, any additional days shall be deducted from the employee's accumulated terminal leave days or from the employee's accumulated vacation days. (The employee gets the option.) If there are no accumulated terminal leave or vacation days, the necessary amount of time will be deducted from the following year's sick or vacation time at the employee's option. After an employee has been out for eight months with pay for a major illness, he can no longer be out with pay for a recurrence of the same or a directly related illness until such employee has completed two years of employment after his return from the major illness.
- 9.05b Effective 1/1/2002 during a major illness, with the written permission of a doctor, and the consent of the DPW Superintendent and the Council Liaison, an employee may return to work on a "light duty" basis. Such duty will be commensurate with the extent of the illness, and will be agreed on, in writing, the employee, the DPW Superintendent, and the Council Liaison prior to the return. Days on which an employee works on "light duty" will not be counted against the four (or eight, if granted) months total time that an employee is paid for a major illness, and will not constitute a "return to work", which would cause a cessation of "major illness paid time". For clarification, the four month's

“paid major illness time” need not be consecutive, e.g. Should an employee have cancer requiring periodic chemotherapy treatments, but can return to work between such treatments, the time off will be considered cumulative and only six sick days will be charged for each four month total of non-work.

- 9.06a A “major illness” is defined as an illness that would cause an employee to be unable to perform his or her duties and would require an absence of more than ten (10) days. It would require a written statement from the employee’s physician certifying that the employee is unable to perform his or her duties and specifying the employee’s particular illness and estimated length of absence.
- 9.06b Effective 1/1/2002 should three-quarters (3/4) of the employees covered by this contract desire to join the State Disability plan, this contract may be reopened for discussion and revision.

## **ARTICLE 10**

### **10.00 BEREAVEMENT LEAVE**

- 10.01 In the event of death in the employee’s immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed seven (7) calendar days.
- 10.02 The “immediate family” shall include only husband, wife, domestic partner, parent, child, brother, sister, stepchild, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchild, sister-in-law and brother-in-law.
- 10.03 Reasonable verification of the event may be required by the Borough.
- 10.04 Such bereavement leave is in addition to any holiday, day off, vacation leave or compensatory time off, falling within the time of the bereavement.
- 10.05 An employee may make a request of the Borough Administrator or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if reasonable, will be granted by the Borough Administrator or his/her designated representative for a reasonable amount of time.

## **ARTICLE 11**

### **11.00 INSURANCE**

- 11.01 The Borough shall provide Blue Cross, Blue Shield, New Jersey Delta Dental Insurance and Major Medical Insurance, or its’ equivalent, for each employee and his family.
- 11.02 The Borough has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

- 11.03 For only those employees recorded on the payroll during the period 7/1/02 to 12/31/04, after twenty-five (25) years of service with the Borough, the following are categories for insurance at retirement:

Category 1: Insurance at age 55 to 65

\$500.00 per year (paid by January 15), subject to taxes and standard deductions, while employed by the Borough.

Tom Reuter, Tom Maier, Kevin Terhune.

Category 2: Insurance at age 60 to 65

\$1,000.00 per year (paid by January 15), subject to taxes and standard deductions, while employed by the Borough.

Dave Philpott, Rob Karach, Bill Latourette, Mike McNamara, Dave Ranno, Dennis Heil, Rob Turner

Category 3: No Insurance after retirement

\$1,000.00 per year (paid by January 15), subject to taxes and standard deductions, while employed by the Borough.

Warren Bruno, John Amicucci, Bill Richardson, Jim Noseworthy

Eligible employees for retirement will receive one-half (1/2) the cost of a single person's medical insurance until such time as he becomes eligible for Medicare or until the State of New Jersey or the federal government provides "paid" coverage similar to that now provided to police officers, teachers, and custodians. The cost will be based on the same plan that the employee carried during employment. If an employee elects to carry cheaper coverage than that which he had while working, reimbursement will be at 50% of the cost of the cheaper coverage. Evidence of coverage of employee must be submitted in order to collect.

- 11.03a One-half credit per year will be given towards the 25 years, for any employee who has previous participation in the state pension plan, as listed in Section 11.03.
- 11.04 Effective 2/1/2002 The Borough will provide up to \$200.00 every year for an eye care for the employee and family. A bill must be submitted to receive payment.

## ARTICLE 12

### 12.00 **TERMINAL LEAVE**

- 12.01 Those employees who were recorded on the payroll as of December 31, 1983 shall receive upon retirement all unused sick leave not to exceed one hundred and eighty (180) days accrued at the rate of pay established by the employee's last yearly or highest yearly rate of pay applicable to such member upon his retirement.
- 12.02 The employee shall take his terminal leave in thirty-six (36) equal monthly installments. Such payment shall include interest at the same rate as the Treasury Bond rate on the date of retirement. In the event of the employee's death, following retirement, the total

terminal leave benefits, being received by the employee at his death, shall continue to be paid to the employee's designated beneficiary.

- 12.03 If any of the twelve (12) allotted sick days remain unused at the end of the year, an employee will be compensated for them as provided in Paragraph 9.01. In addition, an employee recorded on the payroll as of December 31, 1983 will accrue up to twelve (12) unused sick days as additional terminal leave days up to the maximum one hundred and eighty (180) days.
- 12.04 Any employee who has accrued one hundred and eighty (180) terminal leave days has reached the designated ceiling and cannot accrue any additional days at any time henceforth, even if any of these one hundred and eighty (180) days is lost to the employee in the future as in the case of a major illness.
- 12.05 Any employee recorded on the payroll as of December 31, 1983 who has not as of that date one hundred and eighty (180) terminal leave days may continue to accrue such days until he reaches this designated ceiling, at which point no future accrual is permissible.
- 12.06 A retiring employee shall give the Borough ninety (90) days notice of his decision to retire.
- 12.07 For those employees who were first recorded on the payroll after January 1, 1984, there is no provision for terminal leave included in this Agreement.
- 12.08 To determine the number of unused sick days an employee accrued up to December 31, 1983, past contracts and the Personnel Policies as set forth in Chapter 49 of the Code of the Borough of Cresskill will be used. At the end of the year, each employee shall receive in writing the number of unused sick days and a total number of days accrued in his terminal leave bank.
- 12.09 Employee can use terminal leave if he must stay home for some purpose (care giving, house husband, etc.). Employee can also sell back terminal leave at the rate in effect at the time of sell back, provided there is money available to do so.

### **ARTICLE 13**

13.00 **HOLIDAYS**

- 13.01 All employees shall receive credit for a day off for the following holidays:

#### 2012

Monday, January 1	New Year's Day
Monday, January 16	Martin Luther King, Jr. Day
Monday, February 13	Lincoln's Birthday
Monday, February 20	President's Day
Friday, April 6	Good Friday

Monday, May 28  
 Wednesday, July 4  
 Monday, September 3  
 Monday, October 8  
 Monday, November 12  
 Thursday, November 22  
 Friday, November 23  
 Tuesday, December 25

Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans' Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas

### 2013

Tuesday, January 1  
 Monday, January 21  
 Tuesday, February 12  
 Monday, February 18  
 Friday, March 29  
 Monday, May 27  
 Thursday, July 4  
 Monday, September 2  
 Monday, October 14  
 Monday, November 11  
 Thursday, November 28  
 Friday, November 29  
 Wednesday, December 25

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

### 2014

Wednesday, January 1  
 Monday, January 20  
 Wednesday, February 12  
 Monday, February 17  
 Friday, April 18  
 Monday, May 26  
 Friday, July 4  
 Monday, September 1  
 Monday, October 13  
 Tuesday, November 11  
 Thursday, November 27  
 Friday, November 28  
 Thursday, December 25

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

### 2015

Thursday, January 1  
 Monday, January 19  
 Thursday, February 12  
 Monday, February 16  
 Friday, April 3  
 Monday, May 25

New York's Day  
 Martin Luther King, Jr. Day  
 Lincoln's Birthday  
 President's Birthday  
 Good Friday  
 Memorial Day



Friday, July 3	Independence Day
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans' Day
Thursday, November 26	Thanksgiving Day
Friday, November 27	Day after Thanksgiving
Friday, December 25	Christmas Day

- 13.02 If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday. Columbus Day is always the Monday prior to the 12<sup>th</sup>.
- 13.03 Effective 1/1/2002 if an employee is on a leave of absence (paid or unpaid) or has an unexcused absence the day before or after the holiday, the employee is not eligible to receive holiday pay. Holidays, which occur during a vacation, will be added to the vacation period. The employee must work (exclusive of sick and vacation days) the day before and the day after a holiday in order to be paid for the holiday.
- 13.04 One floating holiday extra in leap year. Advance notice of one day must be given to the Superintendent in order to take the floating day. No more than 5 employees may use the floating holiday at the same time. Seniority will apply in case of conflict.

## ARTICLE 14

### 14.00 **JURY LEAVE**

- 14.01 A regular full-time employee who loses time from his job because of jury duty as certified by the Administrator of the Court shall be paid by the Borough the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:
- .01 The employee must notify the DPW Superintendent immediately upon receipt of a summons for jury service.
  - .02 The employee has not voluntarily sought jury service.
  - .03 The employee is attending jury duty during vacation and/or other time off from Borough employment.
  - .04 The employee submits adequate proof of the time served on the jury and the amount received for such service.
- 14.02 If on any given day, an employee attending jury duty is released by the Court prior to twelve (12) o'clock PM, he must report to work by 1 PM in order to receive pay for that day.

## **ARTICLE 15**

### **15.00 MILITARY LEAVE**

The Borough agrees to provide all employees with Military Leave in accordance with Federal and State Statutes.

## **ARTICLE 16**

### **16.00 LEAVE OF ABSENCE**

16.01 Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to the Superintendent, who will annex his recommendations and forward his request the Borough Administrator. The Borough Administrator will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. The governing body may or may not approve any request for extension of time. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning of or end of an excused leave of absence are part of the absence if the employee is not available for work.

16.02 If such leave is granted, not exceeding thirty (30) days, the employee shall be entitled to his old position, provided he is capable of performing that work.

## **ARTICLE 17**

### **17.00 PROBATIONARY PERIOD**

17.01 All new employees shall be subject to a period of probation. The regular period of probation shall be ninety (90) days. The Superintendent may extend the probation period in individual cases. No probationary period may extend beyond one hundred eighty (180) days.

17.02 The work and conduct of probationary employees shall be subject to close scrutiny and evaluation and, if found to be below standards, the probationary employee may be terminated. Such removal shall not be subject to review, appeal or grievance.

## **ARTICLE 18**

### **18.00 PERSONAL LEAVE**

18.01 Each employee shall be entitled to take five (5) days as personal days. The employee shall not need to give any reason for said days, provided at least twenty-four (24) hour notice is given to the Superintendent prior to the personal day(s) being taken. Up to three

(3) personal days not taken during the year will be compensated at full rate of pay for each day not taken.

## ARTICLE 19

### 19.00 **EMERGENCY LEAVE**

- 19.01 Effective 1/1/2002 for personal business of an emergency nature, the Superintendent may, at his discretion, grant up to three (3) days leave per year with pay.
- 19.02 Any emergency leave beyond or in lieu of the above provision may be granted without pay for up to five (5) working days per year upon approval by the Superintendent.
- 19.03 All emergency leaves granted will be reported immediately to the Personnel Officer by the Superintendent.

## ARTICLE 20

### 20.00 **STAND-BY**

- 20.01 Effective 2/1/2002 employees shall be assigned stand-by on a rotating basis as scheduled by the Superintendent or his designee. Such assignments shall be for a one (1) weekend term.
- 20.02 Employees shall receive the following per day per person on Saturdays, Sundays and Holidays for stand-by duty: one hundred and fifty-five dollars (\$155.00) during 2012; one hundred and fifty-eight (\$158.00) during 2013; one hundred sixty-one (\$161.00) during 2014 and one hundred sixty-five (\$165.00) during 2015. Two (2) employees shall be on stand-by at all times. Both stand-by employees will go out on all calls.
- 20.03 If an employee on stand-by is out sick on Friday, he will not be called for weekend stand-by.
- 20.04 Effective 1/1/2002 an employee on paid standby must be available for weekends and holidays. Weekends and holidays shall begin at 3:30 P.M. on the day previous to the weekend or holiday and run to 7:00 A.M. the day following the weekend or holiday. During the workweek, while not required to be available, he will receive first preference for any standby overtime. If not available, any overtime will go to the previous weekend's standby crew.
- 20.05 No employee may refuse a stand-by assignment without the permission of the Superintendent. Weekend stand-by refusals will be offered in order of seniority on a rotating basis, in accordance with seniority list issued twice a year. Other stand-by assignments that become available will be offered based on the previous month's stand-by list starting with the last week's list and working backwards week by week.

- 20.06 Any employee on stand-by shall make himself available so that he can report to work as promptly as required for any emergency situation but, in any event, within forty-five (45) minutes after being contacted. When on stand-by duty, it is the employee's obligation to, at all times, be available to be contacted to report.
- 20.07 Any employee called out to work on stand-by shall be compensated for the actual time worked at the overtime rate in accordance with Article VII.
- 20.08 All past practices regarding stand-by shall remain in effect.

## **ARTICLE 21**

### **21.00 UNIFORMS**

- 21.01 The Borough shall each year supply each employee with three (3) sets of uniforms (which shall include five (5) summer tee shirts) which may be done through a rental contract or purchase, at the Borough's option. The Borough will supply each employee, on a one (1)-time basis with a winter-weight lined jacket.
- 21.02 In addition to the above, the Borough will provide a clothing allowance of One thousand, one hundred forty three and 40 cents (\$1,143.40) for 2012 with 2% increases for each following year of this contract. This allowance is intended to cover shoes, underwear, gloves and such other clothing or equipment as may be necessary to the performance of the employee's job.
- 21.03 The Borough will supply a safety equipment allowance to each employee based on a percentage of their base salary (base equals salary plus longevity) equal to one percent (1%) for every year of the contract.
- 21.04 The Borough will allow shorts to be worn only in summer time. Style of shorts to be agreed upon by employees and approved by Department Head. Certain jobs may prohibit the wearing of shorts.

## **ARTICLE 22**

### **22.00 TOOLS**

- 22.01 The Borough shall give one thousand seventy-two dollars and 38 cents (\$1,072.38) for 2012 and 2% increase for each year thereafter of the contract, to those mechanics that provide their own tools and Tom Maier, during their employment.
- 22.02 The Borough shall reimburse mechanics who provide their own tools for the cost of insuring these tools against theft or damage.
- 22.03 For purposes of this Agreement, "those mechanics who provide their own tools," shall be defined as mechanic.

## **ARTICLE 23**

### 23.00 **WORK DAY**

- 23.01 The employee shall report to work promptly at 7:00 AM. The workday shall end at 3:30 PM. The regular workweek shall be forty (40) hours.
- 23.02 All employees shall take lunch from twelve (12) Noon to twelve thirty (12:30) PM. Employees shall be permitted an additional fifteen (15) minutes for travel time consistent with present practice.
- 23.03 All employees shall be permitted two (2) work breaks per day, one (1) in the morning and one (1) in the afternoon. Such breaks shall be taken at the location of the employees work assignment; however, one (1) member of the crew may leave to pick up refreshments in the event no arrangements are made for delivery of refreshments to the particular work assignment. No such break shall interrupt work for more than a fifteen (15) minute period and all employees on a particular work assignment shall take their break at the same time. The Superintendent or his designee shall determine the time of each break.

## **ARTICLE 24**

### 24.00 **SENIORITY**

- 24.01 Seniority is defined as employment based on the length of continuous service with the Borough from date of hire.
- 24.02 A seniority list shall be made available to the employees twice a year - January 1 and July 1 - showing the date of hire or last date of rehire of all employees in the bargaining unit.
- 24.03 An employee shall on the day worked immediately following the successful completion of the probationary period be considered to have seniority as of the date of hire.
- 24.04 Seniority shall prevail in matters where preference may be established in the areas of vacation, and economic layoff and recall and stand-by.
- 24.05 Under any circumstances senior man of each work crew will be in charge until at a time that another senior member comes to work with that crew which at that time said member would take charge.

## **ARTICLE 25**

### 25.00 **DISCRIMINATION AND COERCION**

- 25.01 The Employer and the employees agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- 25.02 The employer and the employees agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Employees against any employee because of the employee's membership or non-membership or activity or non-activity in the Employee's organization.

## **ARTICLE 26**

### **26.00 BULLETIN BOARDS**

- 26.01 The Borough shall permit the Employees appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Employees business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. Each Employees notice to be posted shall be sent to the Borough Administrator with a covering letter authorizing the posting of such notice, and signed by an officer of the Employees, over the seal of the Employees organization.
- 26.02 Notices, e.g., illnesses to an employee or his family etc., will be posted on the bulletin board.

## **ARTICLE 27**

### **27.00 PERSONNEL FILES**

- 27.01 Established personnel files are confidential records not subject to public access. Such records shall be maintained by the Superintendent of Public Works under the direction of the Borough Administrator with access thereto open to the Governing Body for personnel matters.
- 27.02 Employees covered under this Agreement may review any written evaluation reports or written complaints, which may be, contained in their personnel files.
- 27.03 Whenever a written complaint concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut it in writing, if he so desired.

## **ARTICLE 28**

### **28.00 SUBCONTRACTING**

- 28.01 The Employer prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work, which does or may result in layoff of members of the unit, agrees to notify the Employees sufficiently in advance of the advertising for such contract for

purposes of full and complete discussion of the Employer's proposal so that the Employees may present suggestion or discussions so as to avoid layoff.

## **ARTICLE 29**

### **29.00 SEPARABILITY AND SAVINGS**

- 29.01 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 30**

### **30.00 EDUCATION**

Effective 1/1/2002 if an employee wishes to continue his/her education the following will apply; Individual courses must be job related and approved, in advance, by the DPW Superintendent and the Council DPW Committee and the provisions of Chapter 49-48 of the Borough Code shall be applicable. In neither case shall the education interfere with the regularly scheduled work of the individual, except as approved by the DPW Superintendent. In addition to his/her normal pay, employees of the department shall receive additional compensation in the amount of Ten Dollars (\$10.00) for each completed college credit received towards a degree in Management or other job related field. The additional compensation shall only be paid if the prior approval of the DPW Superintendent or of the Council DPW Committee was obtained.

## **ARTICLE 31**

### **31.00 TERM AND RENEWAL**

- 31.01 Each and every provision of this Agreement shall be in full force and effect on January 1, 2012, and shall remain in effect to and including December 31, 2015, without any reopening date except by the mutual consent of the parties hereto. This Agreement shall continue in full force and effect thereafter until one party or the other gives notice, in writing, no sooner than one hundred eighty (180), nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Cresskill, New Jersey, on this 16th day of May, 2012.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Mayor Benedict Romeo

\_\_\_\_\_

\_\_\_\_\_  
Employees' Representative



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