

AGREEMENT

Between

THE BOROUGH OF FAIR LAWN

and

THE DEPARTMENT HEAD'S ASSOCIATION
OF THE BOROUGH OF FAIR LAWN

Term: January 1, 2013 through December 31, 2016

WITNESSETH:

WHEREAS, certain full-time Employees who are eligible for inclusion in an appropriate bargaining unit pursuant to N.J.S.A. 34: 13A-5.3 are otherwise unorganized as a bargaining unit, and have engaged in negotiations for compensation as Municipal Employees of the BOROUGH OF FAIR LAWN (hereinafter referred to as the "Borough"); and have chosen to bargain as a unit, by designated representatives, on behalf of the "THE DEPARTMENT HEAD'S ASSOCIATION" (hereinafter referred to as the "Association") of the Borough of Fair Lawn; and

WHEREAS, said full-time Employees have, through their designated representatives, met with the Borough relative to certain terms and conditions of employment, and compensation therefore.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

TERMS OF AGREEMENT

This Agreement shall take effect and bind all of the parties from January 1, 2013 through December 31, 2016.

ARTICLE 2

RECOGNITION

The Borough recognizes the Association as the exclusive representative, as certified on January 17, 1991, by the New Jersey Public Employment Relations Commission (Docket No. RO-91-59) for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time Department Heads, including only the Chief Health Officer, Borough Engineer, Superintendent of Public Works, Tax Collector, Tax Assessor, Construction Official and Superintendent of Recreation, but excluding all blue collar employees, white collar employees, Borough Treasurer, Borough Clerk, Borough Manager, confidential employees, managerial executives, police, and all other employees of the Borough.

ARTICLE 3

SALARIES

- A. Each member of the bargaining unit shall receive a one and one-half (1.5%) percent raise, effective January 1, 2013.
- B. Each member of the bargaining unit shall receive a one and three quarter (1.75%) percent raise, effective January 1, 2014.
- C. Each member of the bargaining unit shall receive a two (2.00%) percent raise, effective January 1, 2015.
- D. Each member of the bargaining unit shall receive a two (2.00%) percent raise, effective January 1, 2016.
- E. All employees newly hired as of the date of the signing of this contract shall be paid under a new salary ordinance which shall be a ten (10%) reduction on all salary ranges for existing employees as listed for contract year 2012 on all steps. Salary increments for new hires shall move from minimum to maximum in five (5) years. Management reserves the right to offer employment to a new hire at any rate between minimum and maximum. The rate offered as a minimum will be divided into five (5) equal steps.
- F. In order to be eligible for retroactive payment, an employee must have been employed by the Borough of Fair Lawn on the signing date of the new contract.

LONGEVITY

Longevity payments begin on the January following completion of three (3) consecutive years of service.

Each existing employee shall receive longevity pay of 1% for each three (3) years of service and 2% for each five (5) years of service. (Example: Three years 1%, five years 2%, eight years 3%, ten years 4%, etc.) Longevity credit shall be computed for the first full calendar year hired (January through December) and every calendar year thereafter.

The longevity scale for employees hired on or after January 1, 2009 shall be as follows:

Less than 5 years	0%
5 years, less than 10	\$500
10 years, less than 15	\$750
15 years, less than 20	\$1000
20 years, less than 25	\$1750
25 years or more	\$2000

Longevity shall not apply to employees hired after the signing date of this contract.

ARTICLE 4

BEREAVEMENT DAYS

Each Employee herein shall be entitled to three (3) bereavement days without loss of pay in the event of the death of a father, mother, father-in-law, mother-in-law, stepparent, spouse, children, stepchildren or siblings, and grandfather and grandmother. For all other family members, there shall be a bereavement period of one (1) day with pay.

ARTICLE 5

HOURS OF WORK AND OVERTIME

- A. It is understood that Department Heads must be available to work as the needs of their Department require, as determined by the Borough manager.
- B. Work in excess of thirty-five (35) hours per week shall be considered overtime, and shall entitle an employee to compensatory time off at straight time, on an hour-for-hour basis. There will be no monetary payment for overtime.
- C. Overtime is subject to the approval of the Borough Manager.
- D. All compensatory time must be taken during the calendar year in which it was earned, or it may be carried over into the following calendar year only. If it is not so used, it will be forfeited.
- E. The use of the compensatory time is subject to the approval of the Borough manager, but shall not be unreasonably denied. Every effort shall be made by theEmployee and the Borough Manager to schedule compensatory time in the year accumulated, or the following year.
- F. In the event of a Department Head's death, while in the employment of the Borough of Fair Lawn, said Department Head's estate will be entitled to payment for unused compensatory time accumulated in accordance with Article 5, Section D.

ARTICLE 6

HEALTH BENEFITS

- A. The Borough shall continue to pay each full-time Employee's premiums for the IDA/ AmeriHealth Health Coverage Program, or a reasonably equivalent plan, for each employee, plus dependents. All Borough employees must contribute towards his/her medical insurance coverage in accordance with New Jersey State law. Effective January 1, 2014, the co-pay for medical coverage shall increase from ten dollars (\$10.00) to twenty dollars (\$20.00).
- B. The Borough shall continue to provide to the members of the bargaining unit a prescription plan reasonably equivalent to the IDA/ AmeriHealth Program presently in effect.
- C. During the term of this Agreement, the Borough shall reimburse Employees in the bargaining unit for the cost of eye examinations and/or prescription glasses, incurred over a two-year period, not to exceed an accrued total payment of Two Hundred (\$200.00) Dollars per Employee. This is an "Employee only" benefit. Bills are to be submitted to the Borough by September 1st in each year, if possible.
- D. The Borough shall continue to provide to the members of the bargaining unit a family dental plan reasonably equivalent to the "Delta Dental Plan", with an annual benefit limitation of \$1, 000.00 per family member.
- E. The bargaining unit agrees to consider alternative health benefit plans should the Borough find any which provide comparable benefits at a lower cost.

ARTICLE 7

VACATION DAYS

A. The following vacation time shall accrue to each of the Employees and are computed as work days:

0 to end of 1st Calendar Year	- 1 day per month
1 to 5 years	- 13 days
6 to 10 years	- 15 days
11 to 15 years	- 17 days
16 to 20 years	- 19 days
21 to 25 years	- 21 days
26 to 30 years	- 23 days
31 or more years	- 25 days

B. Each Employee may carry over, from one year to the next, one year's vacation days.

C. The Borough Manager shall take reasonable efforts to facilitate the desires of the Employees with regard to vacation scheduling, subject to the needs of the Borough regarding conflicts and continuous coverage.

ARTICLE 8

SICK DAYS

Each of the Employees shall have one (1) day sick leave per month for the first year. After the first year, each of the Employees shall be entitled to fifteen (15) sick days per year, five (5) days of which may be used as personal days. Sick days may be accumulated from one year to the next. Time is calculated from the first of each year. If a worker is hired during the course of a year, he receives one (1) sick leave day per month until the start of the calendar year. Personal days will be prorated on the amount of sick leave time accumulated for that year, i.e., if an Employee starts July 1, he or she would receive two and one-half (2½) personal days out of the five (5) sick leave days allotted him or her for that year.

ARTICLE 9

BENEFITS

It is further expressly agreed that the following benefits derived either directly or indirectly from the following Borough Ordinances shall continue for the life of this Agreement:

- (a) Terminal Leave policy as outlined in Ordinance No. 1077 (RGO 2-23), as modified, which shall be deemed to be a part of this Agreement as if recited herein at length. It is specifically understood, however, that no Employee hired after December 19, 1988 (the date of the execution of the 1988-1989 White and Blue Collar Contract) shall be entitled to any terminal benefit under this policy or this Contract.
- (b) All other benefits from all other Borough Ordinances now in existence, except that no Employee hired after March 19, 1990 shall be entitled to receive any payment for accumulated sick leave as outlined in Borough Ordinance 1414-88.
- (c) Department Heads have the ability to buy into the Municipal Health Plan after retirement at cost plus administrative costs, for those not already covered under previous contracts.

ARTICLE 10

HOLIDAYS

Each of the Employees shall have the following paid holidays.

1. New Year's Day
2. Lincoln's Birthday
3. Martin Luther King Day
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Day
14. Floating Holiday –
Department Heads will be
entitled to one (1) Floating
Holiday per calendar year,
on a day of their choice.

ARTICLE 11

VACANCIES IN POSITIONS

When a bargaining unit vacancy occurs in any position or a new position is established, a reasonable effort shall be made to notify all qualified personnel.

ARTICLE 12

DISABILITY PLAN

All Employees are to be included in the State of New Jersey Disability Plan. If not possible, the Borough will pay the entire cost of a privately administered plan with reasonably equivalent benefits to the State Plan.

ARTICLE 13

PROMOTIONS

- A. All bargaining unit vacancies in promotional positions shall be filled pursuant to the New Jersey Department of Personnel procedures.
 - 1. Such vacancies shall be adequately publicized, including a notice to the Association in advance of the date of filling such vacancy. Nothing herein is to be construed to mean that the Borough Manager shall not be free to publicize and otherwise seek qualified personnel from outside of the Borough to fill such vacancies.
 - 2. Employees who desire to apply for such vacancies shall notify the Borough Manager in writing within the time limit specified in the notice.
- B. Promotional positions are defined as all positions within the bargaining unit.
- C. In the event New Jersey Department of Personnel rules or regulations conflict with any of the above, such rules or regulations shall take precedence over this Article.

ARTICLE 14

ASSOCIATION RIGHTS

The Association shall have the right to use one (1) bulletin board prominently placelaced in an Employee rest or luncheon area.

ARTICLE 15

EMPLOYEE AND BOROUGH RIGHTS

- A. This Agreement shall not be construed to deny or restrict any Employee or the Borough of any rights as they may have under New Jersey laws or other applicable laws and regulations except where indicated in this Agreement.
- B. Whenever any Employee is required to appear before the governing body concerning any matter which could adversely effect the continuation of that Employee in his/her position of employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview, provided that the Employee requests such representative, and further provided that such a representative does not interfere with or delay the meeting or interview by more than two (2) days.

ARTICLE 16
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement; a grievance may be raised by an individual unit employee, a group of unit employees, or the bargaining unit, at the request of any such individual or group (hereinafter referred to as the "grievant").
2. Any reference to he, him, etc., shall also mean she, her, etc.

B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

1. Step One - Borough Manager

- (a) A grievant must file his grievance in writing with the Borough Manager within five (5) days of the occurrence of the matter complained of. A copy shall be provided to a representative of the bargaining unit.
- (b) The written grievance must identify the grievant by name(s) and be signed by him (them) and the bargaining unit. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Borough representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Borough and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Borough.

- (c) Once a grievance comporting with all the foregoing requirements is timely filed, the Borough Manager shall investigate the grievance and render a written response, which shall be given to the grievant within twenty (20) days from receipt of the grievance.

2. Step Two - Arbitration

- (a) With respect only to those grievances relating to the express written terms of this Agreement, if the grievance remains unsettled, the bargaining unit may, within fifteen (15) working days after the reply of the Manager by written notice to the Borough, request binding arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the bargaining unit and Borough shall mutually agree upon a longer time period within which to adjust such a demand.
- (b) With regard to subject matters that are grievable, any arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the New Jersey State Board of Mediation. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.
- (c) The cost of the arbitrator shall be split equally between the parties.

- (d) The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this Agreement. He shall issue a written award containing his findings of fact and conclusions of law, within the thirty (30) day period aforesaid.
- (e) No matter which could be the subject of a Department of Personnel review (formerly called Civil Service) may be submitted as a grievance.
- (f) Nothing in this Agreement shall require that the Borough agree to or enter into binding arbitration regarding grievances. If a request for binding arbitration is denied, written notice of such shall be given by the Borough Manager to the grievant within ten (10) days of receipt of the request.
- (g) Copies of denials of requests for binding arbitration shall be provided to the Borough Council.

D. Time limits may only be extended by mutual agreement of the parties in writing.

ARTICLE 17

MANAGEMENT RIGHTS

- A. The Borough 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 not limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Borough and its properties and facilities and the employment activities of its employees; To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
 2. To suspend, demote, discharge or take other disciplinary action, as necessary;
 4. To establish a code of rules and regulations of the Borough for its own operations;
 5. To make all such decisions relating to the Borough's operations and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
 6. To establish any new job qualifications, classifications and job content and to change same without prior negotiations thereof;

7. To establish, change, or combine and schedule the working hours of employees without prior negotiations thereof;
 8. To change the job descriptions assignments and duties of any classification;
 9. To determine the reasonable work performance levels and standards of performance of the employees;
 10. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
 11. To assign work as it determines will benefit the Borough and/or the public it serves;
 12. To utilize the services of a contractor when, in the sole judgment of the Borough, such services would be more efficient; and
 13. To establish or change any term or condition of employment which is not specifically covered within this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement.
- C. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Borough and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under any national or state law or local ordinances.

- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Borough not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.
- E. It is specifically understood that this clause is deemed to be a waiver by the Association of any bargaining rights it may have by statute, for the duration of this Agreement.
- F. The Association, on behalf of the Employees, agrees to cooperate with the Borough to attain and maintain full efficiency.

ARTICLE 18

NO STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement and during negotiations of a successor Agreement, neither the Association nor any person acting in its behalf will 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 an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action (including picketing and/or lobbying) against the Borough or any of its employees. The association agrees that such action would constitute a material breach of this Agreement.
- B.. The Association agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of the actions publicly disavowing the action, and advising the Borough in writing, that the Association did not call for or sanction the action. The Association shall also notify its members of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.
- C. In the event of a strike, slowdown, walkout or any other job action, it is covenanted and agreed that participation in such activity by any Association member shall be deemed grounds for disciplinary action, including termination of employment of such members.

- D. 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 an injunction or damages, or both, in the event of such breach by the Association or any of its members.
- E. It is expressly understood that the Borough shall not be required to negotiate with the Association under any condition so long as any of the employees are engaged in any form of job action.

ARTICLE 19

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Borough and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 20

NON-DISCRIMINATION

There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or nonmembership in the Association. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, religion, color, age, sex, or national origin.

ARTICLE 21

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 22

ASSOCIATION BUSINESS

- A. The Borough's sole responsibility in the administration of all Association matters shall be with the Association Representative. Wherever notice is required to the Association, and whenever official dealings with the Association are required, the Association Representative shall be the designated representative of the Association for such matters which take place at the work place.
- B. Grievances are to be dismissed by the Association Representative on their own time only. In accordance with Paragraphs C and D, below, however, the Association Representative shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with the Borough's representative, in those instances where the Borough deems it necessary that such discussions be held during the work day.
- C. The Association Representative shall not leave his or her job without the permission of the Borough Manager, and shall not contact another employee on Association business without prior permission of the Borough Manager.
- D. Under no conditions shall the Association Representative interfere with the performance of the work of others.
- E. The Association Representative has no authority to give orders regarding work to any person employed by the Employer, by virtue of his or her position as Association Representative.

F. The Association shall notify the Borough immediately following the selection or replacement of its Association Representative.

STATE OF NEW JERSEY)
SS:
COUNTY OF BERGEN)

BE IT REMEMBERED, that on this 22 day of April, 2013, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **JOANNE M. KWASNIEWSKI** who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is Municipal Clerk of the Borough of Fair Lawn, the municipal corporation named in within Instrument; that **JOHN COSGROVE** is the Mayor of said municipal corporation; that the execution as well as the making of this Instrument has been duly authorized by a proper resolution of the Borough Council of said municipal corporation; that deponent well knows the such corporate seal of said municipal corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor, as for his voluntary act and deed and as for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn and subscribed to before me,
at Fair Lawn, the date aforesaid.



MARIANNE PETTINEO
Notary Public of New Jersey
My Commission Expires June 1, 2017


Joanne M. Kwasniewski

STATE OF NEW JERSEY)
SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 22nd day of April, 2008, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **KENNETH GARRISON** and **TIMOTHY HENDERSON**, who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes herein expressed.

Sworn and subscribed to before me,
at Fair Lawn, the date aforesaid.



Marilyn Bojanowski

IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its presiding officers, attested to by the Clerk, and its corporate seal to be hereunto affixed pursuant to a resolution of the Borough passed for that purpose, and the said Employees have duly signed within Agreement on this 22 day of April, 2013.



THE BOROUGH OF FAIR LAWN,

By: 
John Cosgrove, Mayor

ATTEST:


Joanne M. Kwasniewski,
RMC/CMC/MMC

THE DEPARTMENT HEAD'S
ASSOCIATION OF THE BOROUGH
OF FAIR LAWN

By: 
Kenneth Garrison

Timothy Henderson

WITNESS:
