Depatrices

WHEREAS, the laws of

Deput mer en This bic Works, et al

WHEREAS, the laws of New Jersey permits negotiations between segments of the public employees sector; and

WHEREAS, it has been determined that the employees of the Department of Public Works and the Parks Department, exclusive of the Superintendent, the Assistant Superintendent, the Administrative Assistant, Clerk-Stenographer, part-time and temporary employees and the Superintendent of Parks, constitute a bargaining unit so recognized by the Mayor and Council of the Borough of Tenafly; and

WHEREAS, the parties have negotiated in prior years and are desirous of entering into a further agreement respecting the terms and conditions of the employment period of <u>January 1</u>, 1982 through December 31, 1983,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 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 qualifcations and conditions for continued employment;

THIS DOES NOT CIRCULATE

LIBRARY
Institute of Management and
Labor Relations

NOV 15 1983

RUIGERS UNIVERSITY

- (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. Employees covered by this agreement agree to be bound by the terms of the Salary Ordinance of the Borough of Tenafly applicable for 1982 and 1983 and the Tenafly Code of Ethics except as may be modified herein.
- 4. The Borough of Tenafly will adopt a salary ordinance consistent herein and providing for the pension, Blue Cross-Blue Shield, U.C.R./23 Rider J 365/23 and major medical insurance and other fringe benefits as currently exist and as will provide Blue Cross-Blue Shield for members (not dependents) retired with 25 years service having attained age 55. In the event 100% of the employees covered by this agreement desire a dental plan, the Borough will arrange for one to be instituted at no cost to the Borough, all premiums to be deducted from each employee's salary.
- 5. In conjunction with the aforesaid, the annual salaries payable in a weekly payroll be as follows:

Position	1982	1983
Senior Foreman	\$21,180.	\$22,680.
Foreman	20,780.	22,280.
Driver/Laborer 3rd.yr	19,790.	21,280.
Existing Personnel Driver/Laborer 2nd.yr	19,480.	20,980.
New Personnel Driver/Laborer* 2nd.yr	XXX	20,280.
Existing Personnel Driver/Laborer - 1st yr	14,195. min. 19,130. max.	15,695. min. 20,630. max.
New Personnel Driver/Laborer* lst yr.	14,195. min. 17,780. max.	17,280. min. 19,280. max.

<sup>\*</sup> Employees to be hired after date of agreement.

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 years (20) of service. After twenty (20) years, one-half percent (½%) of their base salary for every two (2) years thereafter to a maximum of twelve and one-half (12½%) percent after thirty (30) years of service.

All salary increases for 1982 shall be retroactive to January 1, 1982. Salary increases for 1983 shall take effect January 1, 1983.

6. Employees will be allowed four personal days per year. In the event that 4 are not utilized within the calendar year, two may be utilized up to February 28 of the next year. There will be five (5) personal days in 1983.

Except for emergencies, a personal day shall not be utilized without first having given notice 24 hours in advance to the Superintendent of the Department of Public Works or his representative. Personal days may be taken in hours but in no case shall less than one hour be credited against each individual's right to personal days. Notwithstanding the aforesaid, those employees who are required to make visits to the Veteran's Administration during work hours shall be considered excused without losing credit for personal time or vacation time.

- 7. Should an employee of the Department of Public Works be called to jury duty, either petit or grand, on County, State, or Federal level, said employee will still be entitled to receive his regular salary and permitted to have two days off per week provided that said employee shall remit to the Borough of Tenafly any sum paid for jury duty exclusive of any travel expenses paid for jury duty by the court system and further providing that in the event an individual reports in the morning for jury duty and is excused for the remainder of that day he shall then report as promptly as possible for work assignment for the remainder of the day at the direction of the Superintendent of the Department of Public Works.
- 8. 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, grandchild, he shall be entitled to a maximum of four days off, up to and including the day of the funeral, with-out 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 the Borough of Tenafly, then the employee shall be entitled to a maximum of 5 days off, up to and including the day of the funeral. In the event that an employee suffers death of a relative other than listed above, he shall be allowed one (1) work day off per year being the day of the funeral irrespective of the location of the funeral. (Note this means one (1) day maximum per year.)

- 9. The bargaining unit 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 6 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  $\frac{1}{4}$  hour of personal time will be lost.
  - b. Up to 15 minutes late ½ hour of personal time will be lost.
  - c. 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.
- 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 at least one of the other two departments and the employee requesting the transfer for medical reasons must be physically able to perform the work required in the other department. The Superintendent of the Department of Public Works 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: Park, Transfer Station and D.P.W. (All others).

Employees with the least seniority will make temporary transfers, except for volunteers.

The employee so transferred may 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 men 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.

11. Planned overtime will be equalized on an annual basis and on a departmental basis substantially as follows:

The Departments are: Parks, Transfer Station and D.P.W.

(all others). Overtime will be posted on a monthly basis.

Foremen will be listed separately from driver/laborer. Overtime worked at the Richard Street Pumping Station by the operator will not be included in equalization of overtime. Refusal to work planned overtime will be credited against the workman the same as if he had actually worked. Adjustments shall occur in the 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 man he feels 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 be paid overtime unless the opportunity for said overtime is offered to a permanent member of the Department unless an exception from this rule has been discussed in advance and approved by the Bargaining Committee of the Department.

- 12. Except as may be specifically set forth in this Agreement, all employees shall start work at 7:30 a.m., prevailing time and quit work at 3:30 p.m., prevailing time. Transfer station and street sweepers employees shall work certain designated hours directly related to those particular jobs.
- 13. Members of the Department of Public Works will be entitled to the following thirteen holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday , except Transfer Station employees
- Easter, Transfer Station employees only
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- 4 personal days (There will be 5 personal days in 1983)
- 14. Members of the Department of Public Works will be entitled to vacation as follows:

```
Less than (one) 1 year - as per Personnel Manual
1 year - 10 working days
                            13 years - 18 working days
2 years - 11 working days
                            14 years - 19 working days
3 years - 11 working days
                            15 years - 20 working days
4 years - 12 working days
                            16 years - 20 working days
5 years - 12 working days
                            17 years - 21 working days
6 years - 13 working days 18 years - 21 working days
7 years - 14 working days
                            19 years - 22 working days
8 years - 15 working days
                            20 years - 23 working days
9 years - 16 working days
                            21 years - 23 working days
10 years - 16 working days
                            22 years - 23 working days
11 years - 17 working days
                            23 years - 24 working days
12 years - 17 working days
                            24 years - 24 working days
          25 years and over - 25 working days
```

In addition, for members of the Department of Public Works and for the Parks Department, vacations may be taken at any time within the year with the provisions that no more than one (1) person is on vacation during leaf pick-up time of October 15, to December 15.

Parks Department shall receive work uniforms as set forth by the Borough of Tenafly, one (1) pair of outer work boots; in addition to the items supplied, each employee shall receive a clothing maintenance allowance of Two Hundred and Fifty (\$250.00) Dollars upon submission of a voucher. All workers shall be responsible for supplying and wearing suitable work shoes from the clothing

allowance.

- 16. Overtime will be paid as follows:
- a. All employees bound by this Agreement shall be eligible for overtime for any work performed prior to 7:30 a.m. prevailing time, or after 3:30 p.m., prevailing time, such payment to be made if on a regular weekday at one and one-half (1½) times the hourly rate of the employee based upon the employee's annual base salary, provided however, that for those employees of the Department whose regular duties require a different work day, such as the Transfer Station operators, street sweeper operators and other personnel assigned by the Superintendent to a different normal work days, 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. A work week shall be considered 35 hours.
- b. All employees of the Department who are called upon to work on any of the holidays set forth for such Department in Section 13 or for any Sundays shall be compensated for the hours worked at double time, based upon their annual base salary as aforesaid. In addition to the aforesaid, the double time rate shall also apply from 6:00 p.m. to Midnight of Christmas Eve and New Year's Eve. No extra compensation shall be given for personal days.
- 17. Any reduction in the work force will be based on seniority (last hired first fired). Seniority will be based on continuous length of service in the D.P.W. Employees dismissed due to a reduction in the work force must be offered the opportunity to return before new employees are hired.

- 18. The Transfer Station 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.
- 19. Standby crews consisting of a foreman and two men shall be available on call each weekend, the payment for which shall be Twenty (\$20.00) Dollars per day. The minimum pay for calls shall not be less than 1 hour.
- 20. The employees of the Department of Public Works and the Parks Department who should miss a meal because they must perform emergency work shall be furnished a meal by the Borough within a reasonable period of time.
- 21. The Borough agrees to pay up to \$75.00 for eyeglasses of employees which are accidentally broken in the performance of their assigned work upon submission of a receipted bill and written approval by the Superintendent of D.P.W. The employee will submit a written description of how the glasses were broken and how, in his opinion, this could be avoided in the future. Employees are encouraged to wear eyeglasses safety straps under normal conditions where the straps themselves are not deemed to be a hazard in any way to the employee in the performance of his work. If reimbursement is made through Worker's Compensation due to a loss as a result of a job injury, there will be no second reimbursement made by the Borough.
- 22. Leave of absence may be accorded to permanent fulltime members without loss of job status or seniority for a period of ninety (90) days in any two calendar years for true emergency situations, the determination of which is up to the total discretion

of the Mayor and Council. During said leave, the employee shall not be considered unemployed for the purposes of collecting unemployment compensation nor shall the Borough of Tenafly be obligated to 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 for premiums during said leave of absence. Sporadic, part-time, temporary or self-employment work may be engaged in, but said leave is not intended to permit an employee to experiment with a new full time job. 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.

- 23. A grievance procedure shall be established, the purpose of which shall be to settle any argument between the Borough and the members of the D.P.W. involving the interpretation of this Agreement or any other matters affecting the employment relationship or what constitutes a previous practice or condition, said procedure to be as follows:
- Step 1. An employee who has a grievance shall present it orally either himself or with the Chairman of the Grievance Committee to the Superintendent of D.P.W. or his replacement.

Step 2. If the grievance is not satisfactorily adjusted

within two full work days after presentation to the Superintendent of D.P.W., the grievance shall be presented to the Borough Administrator or his replacement through the Chairman of the Grievance Committee and employee. The Borough Administrator shall set a time within two work days for discussion of the grievance with the employee, the Chairman of the Grievance Committee, plus one other member of the Grievance Committee and the Superintendent of the D.P.W.

Step 3. If the grievance is not adjusted to the satisfaction of the employee following Step 2 above, the employee may then within 5 days, file a written grievance with the D.P.W. Council Committee. The D.P.W. Council Committee, upon receipt of the written grievance shall set up a meeting within 5 work days between the employee, the full D.P.W. Grievance Committee, the Superintendent of the D.P.W. and the Borough Administrator. The D.P.W. Council Committee shall notify the employee of its decision within 5 work days of said meeting.

Step 4. If the grievance is not satisfactorily adjusted in following Step 3 above, the employee and the D.P.W. Grievance Committee shall request a review by the entire Mayor and Council. The employee must request a meeting within 3 working days after written notification by the D.P.W. Council Committee. The Mayor and Council, upon written notice by the employee shall set up a meeting within ten work days. At said review, the right to be heard shall be afforded by the Council to the employee, he D.P.W. Grievance Committee, the Superintendent of the D.P.W. and the Borough Administrator.

23. During the contract period, the parties understand the following:

a: One man per snow plow may be used only when plowing in tandem on main roads or on cul-de-sacs or otherwise upon the cooperation between the parties.

b: Return schedules, lunch breaks and coffee breaks may be cooperatively rescheduled as as to avoid time loss.

d: 1983 salaries and compensation will be paid upon adoption of the 1983 salary ordinance which the Borough will introduce as early as 1983 as possible, notwithstanding negotiations with other employees not covered by a two-year contract may be pending.

25. Attached hereto and made a part hereof is the Personnel Manual which, subsequent to the date hereof, shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this  $^{1}$ st. day of December, 1982.

BOROUGH OF TENAFLY

Richard K. Van Nostrand, Mayor

ATTEST:

Vivian M. Purdy, Borough Clerk D.P.W. NEGOTIATING TEAM

Bussell A. Vereb

Willing C. Roughour

John Poles

Hany Fragrows

THIS MANUAL IS INCORPORATED INTO THE EMPLOYMENT CONTRACT BETWEEN THE BOROUGH OF TENAFLY AND THE DEPARTMENT OF PUBLIC WORKS DATED DECEMBER 1, , 1982, AND MADE A PART HEREOF.

PERSONNEL MANUAL

FOR EMPLOYEES

OF THE

DEPARTMENT OF PUBLIC WORKS

OF THE BOROUGH OF TENAFLY

NEW JERSEY

# POLICY.

The policy of this Manual is to promote mutual respect, cooperation and understanding. The Borough needs the cooperation, interest and loyalty of every employee. We want this to be a friendly place in which to work, but we must at all times remember that our primary responsibility is to render service to the taxpayers of Tenafly. In order to accomplish this goal the Mayor and Council of the Borough of Tenafly will endeavor whenever possible

- 1. To place each employee in the kind of work best suited to his ability.
- 2. If an employee is unsuited to the job to which he is assigned, and if his record warrants it, and application submitted by him for transfer to another department, when a vacancy exists, will be reviewed without prejudice, and he will be given preferred consideration in filling the vacancy.
  - 3. To maintain a permanent competent work force.
- 4. To give preference to residents of Tenafly when additional employees are required and the qualifications have been determined to be equal.

5. To see that wage rates are considered by the Council insofar as possible consistent with prevailing rates in comparable communities. Salaries are reviewed by the Council annually and any changes become effective the first of the year, or as may be set forth in the salary ordinance. To provide fair wage differentials between positions, based upon their skill, effort, responsibility and seniority. To continue the best possible working conditions and any proposals to improve these conditions are welcomed. Separation from the Borough without warning may be

- made for cause such as:
  - Insubordination
- В. Drunkenness

Separation from the Borough may be made for other reasons, with prior warning, for such reasons as:

- Α. Incompetency
- Reduction in work force (Primary basis will В. be time in grade first and time of service next.)
- C. Due cause
- Longevity payments will not be made until the employee has completed increments of two years of service. If the increment is completed within the calendar year, the longevity payment will begin immediately thereafter. An employee shall be eligible for longevity only if he is employed full time, i.e. not less than 35 hours per week. Longevity payments shall be distributed in the same manner and in addition to the base salary payment.

## ADMINISTRATION AND RECORDS

The Personnel Director shall be responsible to the Mayor and Council to establish and maintain all personnel records and administer such other phases of the program as the Mayor and Council shall determine.

- 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 conflidential records and will be maintained in the office of the Personnel Director. 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, Council and Personnel Director may have access to any or all of the personal history files. A supervisor may examine the files of his subordinates in the office of the Personnel Director. Any employee may, at reasonable times, and in the office of the Personnel Director examine his own personal history file.

## APPLICATION FOR EMPLOYMENT.

- 1. Each person applying for any position with the Borough of Tenafly shall first complete an application form to be provided by the Personnel Director.
- 2. The applicant must be advised that if employed by the Borough, he must join the Public Employees Retirement System as a condition of employment.

- 4. 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 Personnel Director (Borough Clerk) will arrange an appointment for such medical examination and advise the doctor to return the completed form directly to the Personnel Director (Borough Clerk).
- 5. The department supervisor concerned will personally interview the applicant and note impressions gained from such an interview on the application form.
- 6. Replies to inquiries to references, previous employment and results of the medical examination will be held confidential by the Borough.
- 7. An employee under the age of eighteen years of age shall submit working papers prior to beginning to work; this is a condition of employment in all cases.
- 8. All new employees shall be made aware that the Borough expects two weeks notice of separation from the Borough. In the case of department heads, one month' notice is required. Vacation time accumulated is forfeited if this notice is not given in writing by the employee to the Personnel Director (Borough Clerk).
- 9. Except when statutory requirements direct otherwise, all new employees shall be considered as being on probation for a period of 6 months and the applicant shall be so advised.

#### VACATIONS.

- 1. <u>Objective</u>: 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. <u>Definitions</u>: 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) <u>CONTINUOUS SERVICE</u>: 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) <u>RESIGNATION</u>: termination of employment initiated by the employee.
  - (5) <u>DISCHARGE</u>: 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 compensa-

tion 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 vacation.

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

# 4. Application:

- A. Vacation period.
- (1) Vacations may be taken any time within the year with the provision that no more than one person is on vacation during the leaf pickup time of October 15, to December 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.
- 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.

- C. Waiver of vacation.
- (1) A vacation may not be waived by an employee and vacation pay received in lieu thereof.
- D. Divided vacation.
- (1) It is ordinarily desirable that an employee take his entire vacation at one time. However, with appropriate approvals, vacations may be divided, preferable into units of not less than 1 week.
- E. Holidays during vacation.
- (1) A recognized holiday that occurs during an employee's vacation period will add a day to the vacation period. This day should ordinarily be taken at the time of vacation unless otherwise arranged.

  F. 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 applied:
- (1a) 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.

(1b) 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.

G. 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 department head, supervisor or chief.

## VACATION SEVERANCE PAY.

A regular full time employee who resigns his position shall be entitled to receive pay for earned vacation unused during the current year.

## DISCHARGE TERMINATION PAY OR NOTICE.

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

## DISABILITY.

1. To provide a prevailing personnel policy governing salary continuation to employees on disability leave in recognition of length of service with the Borough, "Disability Leave" is defined as the temporary absence of an employee from work because of personal illness or injury (occupational or otherwise) 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:

Continuous service	Salary Cont. Period
Less than 1 month	none
At least 1 mo. but less than 2 mos.	5 days
At least 2 mos. but less than 3 mos.	10 days
At least 3 mos. but less than 1 year	2 weeks
At least 1 yr. but less than 2 years	4 weeks
At least 2 yrs. but less than 3 years	6 weeks
At least 3 yrs. but less than 4 years	8 weeks
At least 4 yrs. but less than 5 years	10 weeks
At least 5 yrs. but less than 6 years	12 weeks
At least 6 yrs. but less than 9 years	14 weeks
10 yrs. and over	26 weeks

- (b) The above schedule may apply to separate unconnected injuries or illnesses.
- (c) A medical certificate by a physician covering the period of illness may be required by the Mayor and Council.
- (d) 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 Act.

#### 3. Application.

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

## PAY PROCEDURE

The payroll period for all departments is weekly, terminating on a Monday each week.

## WORKING HOURS

The established work hours per day, (except for specially assigned employees) Monday through Friday, shall be 35 hours, exclusive of 1 hour lunch periods daily, in accordance with the following schedule:

Work start 7:30 A. M. Normal lunch period:
\*11:45 A. M. to 12:45 P. M.
Finish day 3:30 P. M. \*Adjusted for special circumstances

Transfer Station and street sweeper employees shall work certain designated hours directly related to those particular jobs.

In addition, one coffee break will be scheduled in the morning only for approximately 15 minutes.

A 6-hour rest period will be allowed between the end of an emergency night work shift and the start of a regular shift without loss of premium pay due for the emergency night work. Regarding the six (6) hour rest period, this would not apply to workers starting after 2:00 A. M. as part of their emergency night work shift.

A food break will be allowed every 3½ hours during emergency work. If an employee misses a meal because of emergency work, the Borough will provide the meal within a reasonable length of time.

## OTHER BENEFIT

- 1. All full time employees will receive Blue Cross and Blue Shield U.C.R. Plan coverage, Rider "J" and major medical insurance coverage, exclusive of dental coverage for themselves and eligible dependents. The Borough will also maintain Blue Cross and Blue Shield (not including dependent's coverage) for those members of the Department of Public Works and Parks Department retiring with at least 25 years of service and having reached age 55.
- 2. All full time employees will receive group life insurance coverage for themselves in the amount of Five Thousand (\$5,000) with a double indemnity clause.
- 3. Deferred Compensation Plan is available to employees of the Department of Public Works on a voluntary basis.
- 4. All other statutory requirements, including Worker's Compensation, will be provided by the Borough.

## HOLIDAYS.

Members of the Department of Public Works will be entitled to the following 13 holidays:

- New Year's Day
- Martin Luther King's birthday
- Lincoln's birthday
- Washington's birthday
- Good Friday (except Transfer Station employees)
- Easter (Transfer Station employees only)
- Memorial Day

- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksqiving day
- Christmas day
- 4 personal days (there will be 5 personal days in 1983)
  Holidays falling on a Saturday or a Sunday shall be taken on
  the preceeding or following day as the case may be.

#### RETIREMENT.

- 1. Each regular full time Borough employee shall, as a condition of employment be enrolled in the New Jersey Public Employees' Retirement System and shall be subject to the requirements and provisions of that system.
- 2. The employee's contribution to the system shall be deducted from the salary paid to the employee and remitted to the State as prescribed by law.
- 3. Any Borough employee having completed the required number of years of service and having attained the specified age, may apply for retirement as provided for by the System.
- 4. All information regarding the Retirement System may be obtained from the office of the Collector-Treasurer, since the Collector-Treasurer of the Borough is designated the Certifying Agent.

#### TERMINAL LEAVE.

The terminal leave plan for all retiring full time employees shall be as follows:

Years of Service Completed

## Allowance

15 years	1-1/2 mos.	of base pay, plus longevity
20 years	3 mos.	of base pay, plus longevity
25 years	4-1/2 mos.	of base pay, plus longevity
30 years	6 mos.	of base pay, plus longevity
35 years	7-1/2 mos.	of base pay, plus longevity
40 years and over	9 mos.	of base pay, plus longevity

An employee terminating his service may elect to take the severance pay in one-half the number of months allowance, i.e. 1-1/2 months for 20 years of service, or he may elect to continue his salary over the full term. All employee benefits, Blue Cross, etc., shall be continued while he remains on the payroll of the Borough of Tenafly.