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**AGREEMENT**

**Between**

**BOROUGH OF TENAFLY  
BERGEN COUNTY NEW JERSEY**

**And**

**TENAFLY PUBLIC WORKS  
SUPERVISORY BARGAINING UNIT**

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**JANUARY 1, 2011 THROUGH DECEMBER 31, 2013**

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**Ruderman & Glickman, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081**

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# AGREEMENT

THIS AGREEMENT was entered into this \_\_\_\_\_ day of May, 2012, by and between the BOROUGH OF TENAFLY, County of Bergen State of New Jersey, hereinafter referred to as the "Borough" and the TENAFLY PUBLIC WORKS SUPERVISORY BARGAINING UNIT hereinafter referred to as the "Bargaining Unit" and is effective January 1, 2011 and shall expire December 31, 2013.

## WITNESSETH:

WHEREAS, that for the purposes of mutual understanding and in order that a harmonious relationship may exist between the Borough and Bargaining Unit to the end that continuous and efficient services will be rendered to and by both parties, for the benefit of both:

## NOW THEREFORE IT IS AGREED AS FOLLOWS:

### ARTICLE I - RECOGNITION

Section 1. The Borough recognizes the Tenafly Public Works Supervisory Bargaining Unit as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regularly employed full-time blue collar employees employed by the Borough in the Department of Public Works in the position classifications of General Foreman, Foremen , Recycling Center Supervisor and Chief Mechanic for the purpose of bargaining with respect to rate of pay, wages, hours of work and other working conditions. The unit shall not represent part-time or seasonal employees, or employees in the position classifications of Driver/Laborer, Administrative Assistant or any other office clerks, or Director of Public Works.

Section 2. The Borough shall deal with the designated representative of the bargaining unit in all matters relating to grievances and interpretation of this agreement. The name of the designated representative of the bargaining unit shall be provided in writing to the Borough

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immediately upon the execution of this agreement and the bargaining unit shall notify the Borough promptly of any changes of such designated representative.

## **ARTICLE II - GRIEVANCE PROCEDURE**

The purpose of the Grievance Procedure shall be to settle all grievances between the Borough and the members of the bargaining unit as quickly as possible so as to assure efficiency and promote employee morale. A grievance is defined as any disagreement between the Borough and members of the bargaining unit involving the interpretation, application or meaning of this Agreement. All grievances shall be settled in the following manner:

Step 1. An employee with a grievance shall present it orally with or without representation to the Director of Public Works within five (5) working days of its occurrence or the date when the employee reasonably should have known about the grievance issue. The discussion and resolution of grievances at the first step shall be on an informal basis. The Director shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Borough Administrator by the employee or his bargaining unit representative within three (3) working days of the disposition by the Director of Public Works. The Administrator shall, within three (3) working days, meet with the aggrieved employee and his bargaining unit representative along with the Director of Public Works who may be included in the meeting to discuss the grievance. The Administrator shall consider, review and determine such grievance and render a written report of his findings to all parties concerned within five (5) working days from the date of the last meeting of the parties. If the aggrieved employee is not satisfied with the disposition of his grievance, he may continue on to Step 3.

Step 3. The final step will be a review of the grievance by the Mayor and Council if requested in writing by the employee or the employee's designated representative within three (3) working days after receiving the report from the Borough Administrator. The Mayor and

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Council will schedule a meeting on the grievance as soon as the meeting can be arranged. The decision of the Mayor and Council is final.

Failure of an aggrieved employee to pursue the grievance to the next step in accordance with the time limits set forth herein shall constitute abandonment of the grievance unless both parties agree to an extension of time.

### **ARTICLE III - MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the following rights:

1. The executive management and administrative control of the Borough, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.

3. Management's rights to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Borough.

4. To hire, promote, transfer, assign, or retain all employees and/or change job contents or duties of any classification.

5. To set rates of pay for temporary and/or per diem employees.

6. To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work and/or entering into individual agreements or shared services.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough involved.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitution and laws of New Jersey and the United States.

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

D. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

#### **ARTICLE IV - COMPENSATION**

Section 1. Salaries for members of the bargaining unit shall be as set forth in Appendix A-1 according to the following:

- (a) Effective January 1, 2011 – 0%
- (b) Effective January 1, 2012 - 0%
- (c) Effective January 1, 2013 a two point two-five (2.25%) percent increase across the board

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To be eligible for a retroactive payment, an employee must be employed when the parties ratify the contract or left the employ of the Borough through either retirement or disability. Salary shall be the only retroactive benefit.

Section 2. Newly hired employees who commence employment before July 1<sup>st</sup> shall move up one step on January 1<sup>st</sup> of the next year. Employees hired after June 30<sup>th</sup> of any year will not move up to Step 2 until the following year. Effective December 31, 2011 all increments shall be paid on anniversary.

Section 3. Every employee covered by this agreement shall possess a valid Commercial Driver's License (CDL) Class B, or higher. Newly hired employees must possess a CDL prior to their appointment. The Borough shall reimburse employees for the cost to renew their CDL and shall provide up to three (3) hours of time during regular working hours to renew said CDL in person at the Division of Motor Vehicles, if required.

Section 4. In instances where an employee uses his personal vehicle for on-the-job transportation and where said use is authorized by the Director of Public Works, the Borough will reimburse said employee at the prevailing IRS rate.

Section 5. A regular full-time employee who is discharged, except in cases of retirement and disciplinary reasons, who has more than six (6) months of service shall be entitled to two (2) weeks notice or receive two (2) weeks pay in lieu of notice.

Section 6. The performance of bargaining unit employees shall be evaluated each year by the employee's supervisor and Director of Public Works using an evaluation form adopted by the Borough.

## **ARTICLE V - ADMINISTRATION & RECORDS**

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

Section 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.



Section 3. A separate personal history file will be established for each employee.

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

Section 5. Only the Mayor, Council Liaison to the Department of Public Works, Borough Administrator, and the Director of Public Works may have access to any or all of the personal history files but with the presence of the Borough Clerk who is responsible for maintaining the files. Any employee may, at reasonable times and in the presence of the Borough Clerk, examine his own personal history files.

Section 6. Notice of all vacancies in positions covered by this agreement shall be posted on employee bulletin boards. Notices shall be posted for a period of five (5) working days.

## **ARTICLE VI - APPLICATION FOR EMPLOYMENT**

Section 1. All applicants shall first complete an application form furnished by the Borough Clerk. Applicants will be advised that if employed by the Borough, he must enroll in the Public Employees Retirement System as a condition of employment. Replies to inquiries on references, previous employment and results of the medical examination will be held confidentially by the Borough. All new employees must complete and file with the Borough Clerk an Employment Eligibility Verification Form.

Section 2. A medical examination form will be given to the applicant to take to the Physician designated by the Borough for a complete medical examination and drug and alcohol test at the expense of the Borough. The Director of the Department of Public Works will arrange an appointment for such medical examination and advise the examining Doctor to return the completed form directly to the Borough Clerk.

Section 3. The Director of Public Works will personally interview the applicant and note impressions gained from such an interview on the application form.

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Section 4. Full-time, part-time, temporary and seasonal employees shall be appointed by the Borough Administrator. The applicant and Director of Public Works must sign the Request for Personnel Action, Form PA-1. Upon approval of the Borough Administrator, the new employee may start work.

Section 5. All new employees shall be made aware that the Borough expects two weeks notice of separation from the Borough. Vacation time accumulated is forfeited if this notice is not given in writing by the employee to the Director of Public Works and the Borough Clerk.

Section 6. All new employees shall serve a twelve (12) month probationary period. During such probationary period, employee performance shall be evaluated periodically by the employee's supervisor and continued employment will be based upon satisfactory completion of the probationary period. The Director of Public Works shall conduct an evaluation of the employee's performance at the end of six (6) months and again before the end of twelve (12) months. Upon the successful completion of the probationary period and the recommendation of the Director of Public Works, the employee shall be eligible for permanent appointment. An unsatisfactory performance evaluation during this period may result in termination.

Section 7. Temporary employees may be hired from time to time for seasonal or part-time employment. Such temporary employees are not entitled to Borough benefits including vacation, sick or holiday pay, or medical, pension or other benefits. The Borough reserves the right to terminate such employment for any reason.

## **ARTICLE VII - HOURS OF WORK**

Section 1. The regular workweek is Monday through Friday and averages thirty-five (35) hours for all employees covered by this agreement. The normal work hours per day are seven (7) hours.

Section 2. Except as may be specifically set forth in this agreement, all employees shall start work at 7:30 a.m. and quit work at 3:30 p.m. prevailing time Monday through Friday. Summer hours 7:00 a.m. to 3:00 p.m. Memorial Day to Labor Day.

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Section 3. From time to time, there may be exceptions due to the requirements of specific assignments, such as street sweeping, the operation of the recycling and convenience center, or recycling collection.

Section 4. Each employee shall be permitted a one (1) hour lunch period and one coffee break period in the morning only not to exceed fifteen (15) minutes scheduled by the Director of Public Works. Employees are permitted a maximum of fifteen (15) minutes of wash-up time prior to the lunch period and a maximum of fifteen (15) minutes of wash-up time prior to quitting time each work day. Return schedules, lunch periods and coffee breaks may be scheduled cooperatively to avoid time loss.

Section 5. The Borough, after providing a minimum of 30 days notice, may modify the payday to an alternate day of the week or convert to a bi-monthly pay schedule..

Section 6. A six (6) hour rest period will be allowed between the end of an emergency night work shift and the start of a regular shift. There will be no additional time or other breaks. There will be no loss of premium pay due to the emergency night work shift. The six (6) hour rest period shall 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 four (4) hours during the emergency work time. If an employee misses a meal because of emergency work, the Borough will provide a meal within a reasonable length of time.

Section 7. Employees who are required to work overtime and miss their regular meal period shall be reimbursed for reasonable meal expenditures up to an amount of \$ 15.00 per meal upon the submission of supporting receipts to the Director of Public Works.

Section 8. Attendance is a measure of performance. An employee who is unable to report for work or who will be unduly delayed in reporting must telephone his supervisor as far in advance of the starting time as possible. Failure to comply with this procedure may result in disciplinary action, including termination. Employees must notify their supervisor or call dispatch at least one (1) hour prior to the commencement of their shift unless an emergency.

Section 9. An employee is late when he fails to report to work at his scheduled starting time. Chronic lateness or absence can result in disciplinary action up to and including termination.

Section 10. Any employee who receives two warnings for lateness in any six (6) month period and is late a third time or thereafter shall be subject to the following penalties:

- (a) For up to 5 minutes late - 1/4 hour docked pay
- (b) For up to 15 minutes late - 1/2 hour docked pay
- (c) For up to one hour late - 2 hours docked pay

Section 11. Any absence without notice for three (3) consecutive days is reason for immediate termination for job abandonment.

### **ARTICLE VIII - STANDBY**

Section 1. A standby crew consisting of a General Foreman, Foreman or Chief Mechanic and two (2) Driver/Laborers shall be available on call each weekend. The Borough may schedule one (1), rather than two (2) Driver/Laborers for standby at its discretion.

Section 2. The compensation for General Foreman, Foreman or Chief Mechanic for weekend standby shall be \$95.00 per day.

Section 3. In cases where the General Foreman serves standby or fills in for standby for any Foreman or Chief Mechanic, he shall be eligible to received \$95.00 per day and any overtime hours shall be paid at the Foreman 3 pay rate.

Section 4. Employees who are called out to perform unscheduled emergency work will receive a minimum of one (1) hour's pay.

### **ARTICLE IX - OVERTIME**

Section 1. All overtime shall be authorized in advance by the Director of Public Works or the Supervisor of Public Works. Effective upon signing of this Agreement all overtime will be calculated on base salary plus longevity.

Section 2. Employees covered by this agreement shall be eligible for overtime for any work performed on Saturdays or on the regular weekdays prior to 7:30 a.m. or after 3:30 p.m.

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prevailing time. Such payment is to be made at one and one half (1-1/2) times the hourly rate of the employee based upon the employee's annual base salary. For those employees whose regular duties require a different normal work day (such as at the recycling and convenience center, as a sweeper operator, or collecting recyclables), 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 workweek shall be considered thirty-five (35) hours.

Section 3. Employees shall be eligible for overtime at one and one-half (1-1/2) times the hourly rate for any work performed on a Friday on which a Saturday holiday is observed and on a Monday on which a Sunday holiday is observed. At the option of the employee, he may elect to take time and one-half (1-1/2) off for one and one-half (1-1/2) or double time off for double time overtime work instead of receiving overtime pay, subject to scheduling the time off by the Director of Public Works or the General Foreman.

Section 4. Notwithstanding the above, any overtime hours worked by the General Foreman in the place of any Foreman or Chief Mechanic shall be paid at the Foreman 3 pay rate. Any overtime worked assigned by the Director of Public Works to the General Foreman in his role as General Foreman shall be paid at the General Foreman pay rate. Recall does not apply to work performed contiguous with back side of work day.

Section 5. Employees must take compensatory time off within twenty (20) weeks from the occurrence and time off shall be scheduled in increments of days plus any remaining hours due. Otherwise, the employee shall submit an overtime voucher for payment for the overtime to the Director of Public Works.

Section 6. Planned overtime will be equalized on an annual basis and on a departmental basis substantially as follows: Overtime will be circulated on a monthly basis for signatures by an employee designated by the Unit. Equalization of overtime shall be based on total accumulated time. All standbys and overtime shall be made available to the lowest employee on the equalization list. Notification for planned overtime and any special events shall be made

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by the Director of Public Works or his designee by the Wednesday before the upcoming weekend whenever possible. Any employee declining a standby assignment must notify the Director of Public Works by Wednesday of the week preceding the standby.

Section 7. Adjustments in overtime equalization shall occur on planned overtime work so it will not be necessary to waste time polling and changing workmen to complete jobs in progress. Where possible, the employee 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 Director of Public Works, at his discretion, deems it necessary to keep on an employee he feels is 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 to minimize the overall cost to the taxpayers wherever possible.

Section 8. 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 Director of Public Works. Temporary, part-time or seasonal employees, however, shall not be eligible for overtime unless the opportunity for said overtime is first offered to two permanent employees, unless an exception from this rule has been discussed in advance and approved by the authorized representative of the Bargaining Unit.

## **ARTICLE X - SENIORITY**

Section 1. Seniority standing shall be granted to all full-time employees. The principle of seniority shall govern and control for all cases of decreases or increases in the working force as well as preference in assignments and choice of vacation period and in any other matter in which preference is a factor.

Section 2. Employment seniority for all employees covered by this agreement shall be based upon time accrued from continuous length of full-time service with the Borough.

Position or title classification seniority begins from the time the employee obtains permanent appointment to his title or position classification.

Section 3. For a period of one year, employees dismissed due to a reduction in the workforce must be offered the opportunity to return before a new employee is hired.

### **ARTICLE XI - TRANSFERS**

Section 1. Medical transfers may be made in job assignments by the Director of Public Works when proper certification is made by a physician that continued performance in a certain job is harmful to the health of the employee.

### **ARTICLE XII - VACATIONS**

Section 1. All regular full-time employees shall be eligible for vacation as follows:

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

#### Section 2

All Employees hired after January 1, 2011 shall be eligible for the following vacation leave:

**Less than 1 year**

**1 day per month**

	<b>up to 10 days</b>
<b>Completion of 1 year to completion of 5 years</b>	<b>10 days</b>
<b>Commencement of 6<sup>th</sup> year to completion of 10 years</b>	<b>12 days</b>
<b>Commencement of 11<sup>th</sup> year to completion of 15 years</b>	<b>15 days</b>
<b>Commencement of 16<sup>th</sup> year to completion of 25 years</b>	<b>20 days</b>
<b>Commencement of 26<sup>th</sup> year</b>	<b>25 days</b>

Section 3. During the first calendar year of employment, a newly hired employee shall be entitled to one (1) vacation day for each one (1) month of service after the successful completion of the probationary period.

Section 4. Vacation leave must be taken in the year it is accrued. If there is a conflict around the scheduling of vacation time, preference will be given to the employee with the greater length of service with the Borough.

Section 5. Vacation leave may be taken at any time during the year subject to the advance approval of the Director of Public Works, except that no more than two (2) Foremen shall be permitted to use vacation leave during leaf collection season from November 1<sup>st</sup> to December 15<sup>th</sup> and no more than two (2) Foremen shall be permitted to use vacation leave during snow season from December 15<sup>th</sup> to March 15<sup>th</sup>. At no time will more than four (4) Foremen be off from work for any reason.

Section 6. An employee's vacation leave may be taken at one time or may be divided and taken at various times during the year subject to the advance approval of the Director of Public Works and the limitations contained hereinabove.



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Section 7. The vacation leave for which an employee is eligible in any calendar year must be taken in that year and cannot be carried forward. However, in the event all vacation leave can not be utilized by an employee, an employee may carry over a maximum of five (5) vacation days until April 1<sup>st</sup> of the following year.

Section 8. A vacation may not be waived by an employee and vacation pay received in lieu thereof.

Section 9. In the event an observed holiday or holidays fall within an employee's vacation period, the employee shall not be assessed a vacation day for the holiday.

Section 10. If an employee becomes ill or injured before leaving for a scheduled vacation, the employee's vacation may be rescheduled. If an employee becomes ill or injured while on vacation, such disability will be considered to be vacation time unless it is of eight or more calendar days duration in which case the following is applied:

- (a) The employee's vacation will be deemed to have ceased with the first day of illness or injury; he will be placed on disability leave as of the first day. When such employee has recovered sufficiently to be able to resume his duties he may, with appropriate approvals, either continue his vacation or take the balance of his vacation, the provisions of paragraph next shall apply.
- (b) If an employee on disability leave approaches the end of the calendar year without having taken and without being able to take all of the vacation for which he is eligible, that period of time equal to the vacation for which he is eligible and which he has not taken will be designated as vacation. For that period of time he will receive full vacation pay.

### **ARTICLE XIII - HOLIDAYS**

Section 1. Employees covered by this agreement are entitled to the following paid holidays:

New Year's Day

Independence Day

Martin Luther King Jr. Birthday

Labor Day

Presidents' Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Christmas Day
Thanksgiving Day	Day After Thanksgiving
Presidential Election Day	Easter (Recycling & Convenience Center only)

Section 2. In addition to the observed holidays above, employees covered by this agreement are entitled to one paid floating holiday determined each year, after consultation with the bargaining unit, by resolution of the Mayor and Council.

Section 3. Holidays falling on a Saturday or a Sunday shall be taken on the preceding or following day as the case may be. An employee shall be eligible for overtime at one and one-half (1-1/2) times the hourly rate for any work performed on a Friday on which a Saturday holiday is observed and on a Monday on which a Sunday holiday is observed.

Section 4. Employees who are called back to work on any of the holidays set forth above or on any Sunday shall be compensated for the hours worked at double time based on their annual base salary as aforesaid; for the purpose of this section, the work holiday shall mean the dates on which the holidays set forth above are officially observed.

Section 5. The double time rate shall also apply from 6:00 p.m. to Midnight on Christmas Eve and on New Year's Eve. No extra compensation shall be given for personal days. Employees shall be excused from work duties at Noon on the last working day before Christmas and New Year's Day except in the case of an emergency such as snow, flooding conditions or similar type of circumstances in which case they are expected to work as needed without overtime pay during their normal scheduled work time.

#### **ARTICLE XIV - PERSONAL DAYS**

Section 1. Each permanent full-time employee shall be entitled to six (6) personal days off each year. In the event the six (6) personal days are not utilized before December 31<sup>st</sup>, a

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maximum of two (2) days may be carried over and taken before April 1<sup>st</sup> of the following year. Employees hired after January 1, 2011 shall be entitled to three (3) personal days.

Section 2. During the first calendar year of service, newly hired employees shall be entitled to one (1) personal day off for each two (2) months of employment.

Section 3. Employees shall be permitted to utilize personal time in increments of hours. However, no employee shall utilize personal time in less than one-hour increments. Personal time shall be subject to the following provisions:

- (a) Employees must notify the Director of Public Works or his designee at least twenty-four (24) hours in advance of time of utilization. In such case, the employee's time utilization shall not be denied.
- (b) In the event of a personal emergency, the use of personal time shall not be denied once the employee has notified the Director of Public Works or his designee of such emergency.
- (c) In the event less than twenty-four (24) hours notice is given as to personal time utilization, exclusive of personal emergencies, personal time will be granted at the discretion of the Director of Public Works or his designee.
- (d) For purposes hereof, time utilization shall be subject to the limitation that not more than four (4) employees shall be permitted personal time off at the same time except for emergency personal time off with seniority the principal determining factor.

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

## **ARTICLE XV - INSURANCE, HEALTH & WELFARE**

Section 1. All full-time employees will receive a health plan of the employee's choice under those offered to local government employers by the New Jersey Health Benefits Program,

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or its equivalent for themselves and their eligible dependents. Employees shall pay health insurance premium as per Chapter 78 Laws of 2011.

Section 2. All full-time employees shall receive coverage under the Borough's dental plan for themselves and their eligible dependents.

Section 3. The Borough will also reimburse members annually for the cost to maintain coverage for the employee and spouse for the basic hospitalization plan only for those employees retiring with at least twenty-five (25) years of service with the Borough as a full-time employee and having reached the age of fifty-five (55). In the event the retired employee dies leaving a surviving spouse, said spouse may elect to continue coverage as provided herein with the Borough reimbursing the surviving spouse's premium cost. The Borough will continue to reimburse the spouse annually for the cost of the basic hospitalization plan in accordance with the limitations herein until the spouse is covered by Medicare.

Section 4. An employee with twenty-five (25) years of full-time service with the Borough and who has qualified for a state disability retirement based upon a work related injury shall be eligible for all retirement health benefits set forth in Section 3 above.

Section 5. All regular full-time employees are entitled to receive Group Life Insurance coverage in the amount of Five Thousand (\$5,000.00) Dollars with a double indemnity clause.

Section 6. All other statutory requirements, including Worker's Compensation, will be provided by the Borough.

Section 7. Eyeglasses accidentally broken during an employee's performance of his job shall be repaired or replaced by the Borough by reimbursement upon submission of a receipted bill to the Director of Public Works. If reimbursement can be made by Worker's Compensation Insurance, then no second reimbursement is to be paid. The maximum reimbursement shall be up to three hundred (\$300.00) dollars. Employees are urged to wear eyeglass straps where the straps are not deemed to be a hazard in and of themselves. Also, safety glasses shall be worn when performing certain tasks where there is a danger to the eyes from flying chips of stone, masonry, or other objects.

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Section 8. The Borough agrees to pay for three (3) cholinesterase blood tests (optional) per employee per year to test for acute organic phosphates from the use of certain chemicals as part of the employee's work to a maximum cost of \$ 100.00 in any one (1) calendar year per employee.

### **ARTICLE XVI - BEREAVEMENT LEAVE**

Section 1. In the event that an employee suffers a death in his immediate family which for this purpose is defined and limited to husband, wife, child, mother, father, grandfather, grandmother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild the employee shall be entitled to a maximum of four (4) consecutive working days off including the day of the funeral without losing credit from vacation or personal days. In the event the funeral of such an immediate family member is held outside a 100 mile radius of the Borough of Tenafly, then the employee shall be entitled to a maximum of five (5) days off up to and including the day of the funeral.

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

### **ARTICLE XVII - JURY DUTY**

Section 1. Should a full-time employee be called to jury duty, either petit or grand, on County, State or Federal level, said employee shall remit to the Borough any sum paid for jury duty except any expenses paid by the Court and in so doing shall be paid their regular salary while at jury duty. In the event, however, that an employee reports in the morning for jury duty and is excused for the remainder of that day, the employee shall report promptly for work for

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the remainder of the workday. Should the employee be dismissed prior to 1:00 p.m. the employee shall promptly report for work for the remainder of the day.

### **ARTICLE XVIII - LEAVE OF ABSENCE**

Section 1. A leave of absence may be accorded to permanent full-time employees and without loss of job status or seniority for true personal emergency situations of which the final determination is at the total discretion of the Mayor and Council. A maximum of ninety (90) days over two calendar years is permitted. During said leave, the employee shall not be considered unemployed so as to collect unemployment compensation nor shall the Borough pay any salary or benefits. Notwithstanding the aforesaid, insurance coverage for medical or death benefits may remain in force if the employee agrees to reimburse the Borough during said leave of absence. The intention of the leave of absence cannot be for the purpose of the employee experimenting with a full-time job elsewhere. Although there would be no objection to sporadic, part-time, temporary or self-employment work while on leave of absence. The employee shall submit to the Director of Public Works all the facts bearing on his request and the Director 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. Nothing contained herein shall permit the employee to accrue seniority while on such leave.

### **ARTICLE XIX - FAMILY LEAVE**

Section 1. The Family and Medical Leave Act allows eligible employees to take job-protected unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of twelve (12) workweeks for any one, or more, of the following reasons:

- (1) The birth of an employee's son or daughter, and to care for the newborn child;

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- (2) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
  - (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition as defined in the Act; and
  - (4) Because of a serious condition that makes the employee unable to perform one or more of the essential functions of his job.

Section 2. An employee who has been employed for at least twelve (12) months with not less than 1,000 base hours during the immediately preceding twelve (12) month period, is entitled to a family leave of twelve (12) weeks in any twenty-four (24) month period upon advance notice to the Borough. Notice shall be made by the employee in writing to the Director of Public Works who shall forward same to the Mayor and Council for approval.

Section 3. Family leave is exclusive of sick leave and vacation time. Family leave shall be without pay except that family leave may be with pay if sick leave and vacation leave is applied thereto but if the total of sick leave and vacation leave is less than twelve (12) workweeks, then the additional weeks of leave added to attain the twelve (12) week total shall be unpaid. Employee must use sick and vacation, and personal time concurrently with the family leave in that order. Employees must provide at least thirty (30) days notice for such foreseeable medical leave or notification as soon as practicable for unforeseeable leave.

## **ARTICLE XX - UNIFORMS**

Section 1. The Borough shall supply to every new full-time employee a complete set of uniforms consisting of:

- |                               |                              |
|-------------------------------|------------------------------|
| 6 - long sleeve work shirts   | 3 - short sleeve work shirts |
| 6 - tee shirts                | 6 - pair of work pants       |
| 1 - mid-weight work jacket    | 1 - parka work coat          |
| 1 - hooded thermal sweatshirt |                              |

Section 2. In addition, the Borough will provide to employees whose duties require that they work outdoors in the rain, foul weather gear, specifically one rain suit consisting of jacket and pants and one pair of rain boots.

Section 3. The maintenance and upkeep of uniform clothing and the replacement of worn uniform clothing shall be the responsibility of the employee. Each full-time employee shall be entitled to receive a clothing and maintenance allowance in the amount of \$ 725.00 annually. Such amount shall be processed for payment upon the submission of a properly prepared and executed municipal voucher or purchase order and paid upon the adoption of the municipal budget.

Section 4. The Borough will reimburse each full-time employee up to two hundred (\$200.) dollars towards the purchase of work shoes.

Section 5. The complete uniform must be worn while on duty. Only designated uniform items approved by the Borough are acceptable. All personnel shall be neat appearing and well groomed while in uniform. Uniforms shall be kept neat and clean at all times.

Section 6. Clothing damaged or destroyed due to the employee's negligence must be replaced at the employee's expense.

### **ARTICLE XXI - SICK LEAVE**

Section 1. "Sick leave" is defined as the temporary absence of an employee from work because of personal illness or non-job related injury authorized by the Borough.

Section 2. Salary continuation during periods of sick leave may be granted based on length of continuous service in accordance with the following schedule and subject to the provisions hereof:

<b><u>Continuous Service</u></b>	<b><u>Salary Continuation Period</u></b>
<b>Less than 1 month.....</b>	<b>None</b>
<b>At least 1 month but less than 2 months.....</b>	<b>5 working days</b>



<b>At least 2 months but less than 1 year.....</b>	<b>10 working days</b>
<b>At least 1 year but less than 2 years.....</b>	<b>20 working days</b>
<b>At least 2 years but less than 3 years.....</b>	<b>30 working days</b>
<b>At least 3 years but less than 4 years.....</b>	<b>40 working days</b>
<b>At least 4 years but less than 5 years.....</b>	<b>50 working days</b>
<b>At least 5 years but less than 6 years.....</b>	<b>60 working days</b>
<b>At least 6 years but less than 10 years.....</b>	<b>70 working days</b>
<b>Ten (10) years and over.....</b>	<b>130 working days</b>

Section 3. "Continuous service" is defined as the period of time from the date of employment until the date that service is interrupted by the illness or injury.

Section 4. The salary continuation period runs consecutively without regard to the calendar years involved.

Section 5. The above sick leave schedule may apply to separate unconnected injuries or illnesses.

Section 6. A medical certificate from a physician covering the period of illness may be required by the Director of Public Works at his discretion.

Section 7. In any case of salary continuation, the employee's salary will be reduced by the amount of any loss of time payments to which he may be entitled under any Worker's Compensation claim.

Section 8. An employee is eligible for salary based upon the length of his continuous service at the time the sick leave commences. A person who is on temporary employment at the time his sick leave commences will not be eligible for salary continuation even though such person may later be deemed to be in non-temporary employment for the effective date of his initial employment.

Section 9. Extended Sick Leave: Prior to application for an extended sick leave, all earned vacation and personal days must be expended or committed toward the employee's sick leave. It is understood that an automatic extension of thirteen (13) weeks will be added to the

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normal sick leave provisions in the event of a "terminal illness" to the employee. Satisfactory documentation must be provided in all such cases to the Mayor and Council.

Section 10. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in questions, with the following exceptions:

- a. To report for medical attention to a doctor's office or hospital.
- b. To engage in the exercise of his/her right to vote or to attend religious services.
- c. If an emergency necessitates his/her absence.
- d. A supervisor may visit an employee on sick leave or Workers' Compensation leave at his/her residence or place of confinement.
- e. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).
- f. The employee may leave the place of confinement for convalescence. He/she shall advise the Borough of the address and telephone number at such location.

**ARTICLE XXII - EMPLOYMENT-RELATED**

**DISABILITY LEAVE**

Section 1. Immediately following initial treatment for injury an accident report must be filed with the Director of Public Works within three (3) days of occurrence for consideration by the insurance carrier for the Borough. Forms are available from the Director of Public Works and the Borough Clerk. Be sure to contact Bergen Risk Managers or other agency designated by the Bergen County Joint Municipal Insurance Fund (JIF) immediately upon the occurrence of the injury to be directed to an appropriate Fund and approved physician.

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

- (a) During the first seven (7) days of disability the Borough shall pay the disabled employee's normal salary.
- (b) After seven (7) days, payment by Worker's Compensation will normally begin. The Borough will continue to pay the employee at the regular earnings rate and the employee shall forward to the Borough Treasurer any Worker's Compensation payments received during the disability period.
- (c) Worker's Compensation will continue for as long as allowed under existing law and coverage.
- (d) The Borough's contribution to paid disability leave will continue for a period of not more than one (1) year pursuant to N.J.S.A. 40A:9.7 from the date of initial disability absence but shall not be counted against personal sick leave.
- (e) The Borough reserves the right to require medical examination by a physician at any time during an employee's absence and may require a letter of fitness to work before allowing the employee to return to work.

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

### **XXIII - LONGEVITY PAY**

Section 1. In addition to the base salary scale, each full-time employee shall receive longevity compensation computed at one (1%) percent of their respective annual base salary for each two (2) years of completed service during their first twenty-four (24) years of service. After twenty-four (24) years, one-half (1/2%) percent of their base salary for the twenty-fifth year to a maximum of twelve and one-half (12-1/2%) percent after twenty-five (25) years of service. Employees hired after January 1, 2011 shall not be eligible for longevity.

### **XXIV - TERMINAL LEAVE**

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Section 1. The terminal leave plan for employees who terminate their service with the Borough shall be calculated as follows: 12.5% of their final year's annual base salary plus longevity upon completion of fifteen (15) years of service with the Borough as a full-time employee; and an additional 2.5% for each full year of service after fifteen (15) years service to a maximum of seventy-five (75%) percent of their last year's annual base salary plus longevity after forty (40) years of service as a full-time employee of the Borough. Employees hired after January 1, 2011 shall not be eligible for this benefit.

### **ARTICLE XXV – SUBSTANCE ABUSE PROGRAM**

Section 1. Alcohol Testing – Reasonable Suspicion, Random Selection, Post Accident

A. Any employee with alcohol concentration of 0.04 or greater shall be terminated.

Section 2. Controlled Substances – Post Accident, Reasonable Suspicion, Random Selection

A. Any employee who test positive for controlled dangerous substance shall be subject to disciplinary action.

Section 3. In addition, any employee who has had their commercial driving license either suspended or lost shall be subject to disciplinary action.

### **ARTICLE XXVI - PERSONNEL MANUAL**

Section 1. Attached hereto and made a part hereof is the Personnel Manual of the Borough of Tenafly, dated June 1, 2002, approved by the Mayor and Council July 11, 2002, and amended from time to time, which shall be binding upon the parties hereto. Any provisions in this agreement inconsistent with the provisions in the Manual shall take precedent and be binding upon the parties.

### **ARTICLE XXVII – MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby covenants and agrees that, during the term of this Agreement, neither the Union nor any person acting on 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

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absence of any employee for his/her 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 illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out, or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to:

1. Withdraw dues deduction privileges; and/or
2. Terminate the employee or employees involved in such activities.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer, and that the Union will publicly disavow each action in 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 Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer or the Union 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 a breach by Union members or the employer.

### **ARTICLE XXVIII – FULLY BARGAINED**

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 provisions or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE XXIX - DURATION**

Section 1. This agreement shall be effective January 1, 2011, except as otherwise provided herein, and shall expire December 31, 2013.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

BOROUGH OF TENAFLY

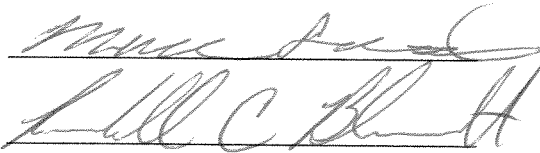


Peter S. Rustin, Mayor

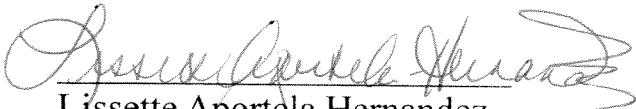
TENAFLY PUBLIC WORKS  
SUPERVISORY BARGAINING UNIT

\_\_\_\_\_  
Name:

Title:



ATTEST:



Lissette Aportela Hernandez  
Borough Clerk

ATTEST:

\_\_\_\_\_

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**APPENDIX A-1**

**GENERAL FOREMAN**

	<u>2011</u>	<u>2012</u>	<u>2013</u>
	\$82,742	\$82,742	\$84,604

**FOREMAN**

Foreman hired from outside:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Foreman 3	\$80,306	\$80,306	\$82,113
Foreman 2	\$71,830	\$71,830	\$73,446
Foreman 1	\$69,780	\$69,780	\$71,350

Foreman promoted from driver/laborer:

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Foreman 3	\$80,306	\$80,306	\$82,113
Foreman 1	\$76,088	\$76,088	\$77,800

**CHIEF MECHANIC**

	<u>2011</u>	<u>2012</u>	<u>2013</u>
	\$80,306	\$80,306	\$82,113

**RECYCLING CENTER SUPERVISOR**

	<u>2011</u>	<u>2012</u>	<u>2013</u>
	\$59,523	\$59,523	\$82,113