

**AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF FORT LEE**  
**AND**

**UNITED SERVICE WORKER'S UNION**  
**(WHITE COLLAR UNIT)**

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**JANUARY 1, 2010 through DECEMBER 31, 2012**

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INDEX

<u>ARTICLE</u>	<u>PAGE</u>
<u>PREAMBLE</u> .....	4
<b>ARTICLE I RECOGNITION</b> .....	6
1.1 <u>Unit Description</u> .....	6
1.2 <u>Fully Negotiated Agreement</u> .....	6
1.3 <u>Term</u> .....	3
<b>ARTICLE II CONTINUED WORK OPERATIONS</b> .....	8
<b>ARTICLE III MEDICAL AND MISCELLANEOUS BENEFITS</b> .....	5
3.1 <u>General Reservation of Rights</u> .....	5
3.2 <u>Reservation Regarding Additional,     Temporary, Non-Civil Service Duties</u> .....	5
3.3 <u>Reservation to Make Merit Pay Increases</u> .....	5
<b>ARTICLE IV USW RIGHTS AND RESPONSIBILITIES</b> .....	7
4.2 <u>Payroll Deduction</u> .....	7
4.3 <u>Representation Fee and Demand and Return System</u> .....	7
4.4 <u>Indemnification</u> .....	8
<b>ARTICLE V HEALTH RELATED BENEFITS</b> .....	9
5.1 <u>Health Benefits</u> .....	9
5.1.2 <u>Prescription Benefits</u> .....	9
5.2 <u>Disability Benefits</u> .....	9
5.3 <u>Dental Benefits</u> .....	10
5.4 <u>Medical Coverage After Retirement/Disability</u> .....	10
<b>ARTICLE VI JOB CLASSIFICATIONS AND PAY</b> .....	11
6.1 <u>Job Classifications</u> .....	11
6.2 <u>Work Out of Classifications and Compensation</u> .....	11
6.3 <u>Reclassifications</u> .....	12
6.4 <u>Bi-Weekly Pay Periods</u> .....	12
6.5 <u>New Employees</u> .....	13

6.5.1	<u>New Employee's Starting Salary</u> .....	13
6.6	<u>Promotions and Demotions</u> .....	13
6.7	<u>Compensation Upon Promotion/Demotion</u> .....	13
6.8	<u>Salary Plan</u> .....	14
<b>Article VIII</b>	<b>LEAVE AND OTHER TIME OFF PROVISIONS</b> .....	<b>15</b>
7.1	<u>Funeral Leave</u> .....	15
7.2.1	<u>Sick Leave</u> .....	15
7.2.2	<u>Sick Leave Definition</u> .....	16
7.2.3	<u>Verification</u> .....	17
7.2.4	<u>Sick Leave Accumulation</u> .....	18
7.2.5	<u>Non-Application of Sick Leave During Period of Disability</u> .....	18
7.2.6	<u>Sick Leave Upon Separation from Service</u> .....	19
7.2.7	<u>Sick Leave Cash-Out</u> .....	19
7.2.8	<u>Donated Sick Leave</u> .....	19
7.3	<u>Personal Leave</u> .....	24
7.4	<u>Family Leave</u> .....	24
7.5	<u>Vacations</u> .....	25
7.5.1	<u>Number of Vacation Days</u> .....	25
7.5.2	<u>Vacation Days Upon Separation from Service</u> .....	29
7.6.1	<u>Holidays</u> .....	26
7.7	<u>Compensatory Buy-Out</u> .....	27
7.8	<u>Seniority Resolution of Time Off Requests</u> .....	28
7.9	<u>Court Personnel Compensatory Time</u> .....	28
7.10	<u>Military Leave</u> .....	28
<b>ARTICLE VIII</b>	<b>TERMINAL LEAVE PAYMENTS</b> .....	<b>29</b>
<b>ARTICLE IX</b>	<b>LIFE INSURANCE</b> .....	<b>30</b>
<b>ARTICLE X</b>	<b>SHOP STEWARDS</b> .....	<b>32</b>
<b>ARTICLE XI</b>	<b>GRIEVANCE PROCEDURE</b> .....	<b>33</b>
11.9	<u>Individual Employee Arbitration Agreements</u> .....	36
<b>ARTICLE XII</b>	<b>WORK HOURS AND OVERTIME</b> .....	<b>37</b>
12.1	<u>Work Week</u> .....	37
12.2	<u>Exception to the Regular Work Week</u> .....	37
12.2	<u>Exception to the Regular Work Week</u> .....	37

12.3	<u>Overtime Meal Periods</u> .....	38
12.4	<u>Night Hours</u> .....	38
12.5	<u>Overtime</u> .....	38
12.6	<u>Holiday Overtime</u> .....	39
12.7	<u>Inspector Recalls</u> .....	39
 <b>ARTICLE XIII PERSONNEL FILES</b> .....		40
 <b>ARTICLE XIV BULLETIN BOARD</b> .....		46
 <b>ARTICLE XV SEPARABILITY AND SAVINGS AND NO WAIVER</b> .....		42
 <b>ARTICLE XVIII MISCELLANEOUS PROVISIONS</b> .....		44
13	<u>Uniforms</u> .....	39

**PREAMBLE**



## ARTICLE I

### RECOGNITION, FULL NEGOTIATION, TERM, SUCCESSOR NEGOTIATIONS

#### 1.1 Unit Description

The Borough recognizes USW as the exclusive representative for the purposes of collective negotiations for all annual salaried, permanently classified, non-supervisory, white collar employees of the Borough holding the titles listed in Schedule A attached hereto.

Excluded from the unit are managerial executives, supervisors, confidential and casual employees and within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

The term “employees” as used hereinafter shall refer to members of the above-described negotiations unit regardless of gender. This Agreement shall be deemed to be binding upon all members of the unit and upon the Borough.

#### 1.2 Fully Negotiated Agreement

This Agreement was negotiated by the Borough and USW.

Each party was given an opportunity to consult with their own attorney before executing the Agreement.

J.S. Lee Cohen, Esquire was the attorney for the Borough and \_\_\_\_\_ was the attorney and/or chosen representative for USW.

No provision of this Agreement, whether newly incorporated during this negotiations process or carried through from the previous Agreement term, shall be construed against any party based upon the fact that that party or its attorney(s)/representative(s) either proposed or drafted the term or condition then in dispute.

1.3 Term

This Agreement shall become effective as of January 1, 2010 and shall remain in full force and effect through December 31, 2012, except as otherwise may be set forth herein.

1.4 In the event the parties do not enter into a new Agreement on or before midnight December 31, 2012, then this Agreement shall continue in full force and effect until a new Agreement is executed.

## **ARTICLE II**

### **CONTINUED WORK OPERATIONS**

2.1 The parties agree that there shall be no action by either of them in violation of any State or Federal law. There shall be no strikes of any kind, lockouts, walkouts, retarding of work, slow-down, or any stoppage of work by either party or any members or officers thereof during the term of this Agreement or pending negotiations, nor will either party or any members, representatives or officers thereof directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts.



## **ARTICLE III**

### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

#### **3.1 General reservation of rights**

The USW recognizes that areas of responsibility are reserved to the Borough if the governing body of the Borough is to serve the public effectively. The Borough shall, at all times, subject to and consistent with the provisions of this Agreement and applicable State or Federal Law, have exclusive control of all matters relating to the right to manage the affairs of the Borough, the conduct of this business and operations, the direction of its working forces, the alteration of work week or schedules, the general management of its physical properties, the care and use of all its equipment, machinery and materials, the right to hire, direct and schedule employees and to transfer, discharge or suspend employees, and the unequivocal right to contract for goods and services. Before exercising these rights, the Borough agrees to give reasonable consideration to the job security of the employees in the unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee rights under Civil Service laws or regulations, or the New Jersey Employer-Employee Relations Act or regulations thereof.

#### **3.2 Reservation Regarding Additional, Temporary, Non-Civil Service, Extra Duties**

In addition to the foregoing general reservation of rights, USW specifically agrees and acknowledges that the Borough shall retain the exclusive right and sole discretion, from time-to-time, to create and assign non-Civil Service extra duties to any and all employees in the unit for a stated period. The Borough shall pay such additional amounts, as it determines, in its sole and exclusive discretion to be appropriate, for the extra duties. Said extra duty payments shall be added to the employee's base pay during the period of assignment.

The parties specifically and unequivocally agree and acknowledge that assignments, reassignments and/or revocation of said extra duties and payments for same under this clause, and the Borough's administration of this provision, shall not be subject to the parties' grievance/arbitration procedures. Moreover, the parties specifically agree and acknowledge that this provision shall not be arbitrable and shall not be subject to unfair labor practice charges under the New Jersey Employer-Employee Relations Act.

### 3.3 Reservation to Make Merit Pay Increases

Notwithstanding any other provision of this Agreement, the Borough reserves to itself the sole and exclusive authority to identify and award unit employees it determines are worthy of merit pay increases. The standards for earning said merit pay increase shall be wholly subjective and exercised solely at the discretion of the Borough. The granting of a merit pay increase under any particular circumstance shall not become binding precedent entitling or guaranteeing subsequent employees, in similar situations, merit pay increases.

Merit pay shall not, however, be paid to employees working out of classification or being reclassified pursuant to the terms of this Agreement.

The Borough shall notify the USW in writing, not less than ten (10) business days before awarding employees merit pay increases pursuant to this provision.

The USW agrees and acknowledges the foregoing reservation of right and further agrees that it shall not file grievances, nor seek to arbitrate or file unfair labor practices related to the granting of merit pay increases to its members.

## ARTICLE IV

### USW RIGHTS AND RESPONSIBILITIES

4.1 USW shall enjoy such rights and privileges as are accorded by the Agreement and by law.

4.2 Payroll Deduction

Payroll deductions for dues may be made upon the submission by the USW of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the USW at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey statutes, but subject to paragraph 4.3 of this Article.

4.3 Representation Fee and Demand and Return System

(a) Any permanent employee in the negotiations unit on the effective date of this Agreement who does not/has not join(ed) the USW within thirty (30) days thereafter, any new permanent employee who does not/has not join(ed) within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not/has not join(ed) within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the USW by automatic payroll deduction pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.5 et seq.

The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular USW membership dues, fees and assessments. The USW's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the USW remains the

majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the USW and the employer.

(b) The USW's entitlement to the representation fee described above shall be contingent upon its maintaining an appropriate demand and return system for dues/fees collected under this Article in compliance with the requirements of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.5 et seq. USW further agrees to submit an annual compliance statement regarding its administration of the demand and return system to the Borough Treasurer.

#### 4.4 Indemnification

The USW agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, process or expenses (including reasonable attorneys' fees) in any matter resulting from proper action taken by the Borough in reliance upon this Article.

## **ARTICLE V**

### **HEALTH RELATED BENEFITS**

#### **5.1.1 Health Benefits**

The Borough shall continue, for the term of this contract, to provide medical benefits as set forth in the executed Memorandum of Agreement (May 2010) attached hereto and made a part hereof.

Notwithstanding the foregoing provision, the Borough reserves the right to replace the above-referenced medical plan(s) with a different health benefits provider/carrier provided that any such change shall be subject to obtaining the same or equivalent medical benefits as currently provided.

#### **5.1.2 Prescription Benefits**

The Borough shall provide a fifteen dollar (\$15.00) co-pay prescription plan as well as a five dollar (\$5.00) co-pay prescription play for generic prescriptions for such covered employees and his/her dependents.

#### **5.2 Disability Benefits**

The Borough shall provide a disability income plan at least the same or equivalent to the disability income plan presently offered. The disability income plan shall be provided either through the SHBP or through a private insurance plan, at the option of the Borough. The premium for such plan shall be paid by the Borough.

### 5.3 Dental Benefits

The Borough shall continue, for the term of this contract, to provide, at its own cost and expense, a dental insurance plan at least equivalent to the plan presently provided by the Borough.

### 5.4 Medical Coverage after Retirement/Disability

Whenever an employee has served twenty-five (25) years or more with the New Jersey Public Employment Retirement System (hereinafter "PERS"), the Borough shall provide such employee (and his or her dependents) with medical coverage as described in Section 5.1 above. This is intended to include those employees who retired on disability pensions, to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Borough reserves the right to obtain the same or equivalent medical coverage through a private carrier, but in no event shall the Borough be liable to an employee for reimbursement or payment of medical bills beyond the extent of coverage described in Section 5.1 above.

## ARTICLE VI

### JOB CLASSIFICATIONS AND PAY

#### 6.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel (hereafter "DOP"). The foregoing job classification shall be the basis of compensation for all employees. The parties recognize that each particular employee's classification is subject to review, approval and/or modification by the DOP.

If an employee is hired, promoted or transferred to any white collar title position whose classification has not been provided for in the attached Schedules, then the Borough shall, in its sole discretion, place said job classification in the grade level which most closely reflects the relative difficulty of work and responsibility in said classification in relation to the other classifications of the Schedules.

#### 6.2 Work Out of Classifications and Compensation

The temporary assignment or reassignment of an employee, without formal reclassification, to work in a capacity other than the duties of the position classification that employee holds, may be made by the Borough in accordance with the terms of this Agreement and relevant DOP regulations.

Merit pay provisions of this Agreement shall not apply to employees working out of classification or being reclassified.

Upon temporary assignment or reassignment to a lower classification, the employee shall be compensated according to the employee's former position classification.

Upon temporary assignment or reassignment, in excess of one (1) workday, to a higher classification, the employee shall be compensated based on the period of time the employee serves in the higher classification as follows.

1. Following the initial five (5) day working period in the higher classification, and for a fourteen (14) working day period thereafter, the employee shall be compensated at the rate of the higher classification.

2. Following the fifteenth (15) working day period described above, and for the duration of the assignment or reassignment to the higher classification, the employee shall be compensated at a rate of pay representing the statistical mean between the former and higher classification rates of pay.

3. Notwithstanding the above text, if a white collar employee is temporarily assigned to a Department Head position, the compensation shall be negotiated between the Borough and the USW.

### 6.3 Reclassifications

Any disagreement between the parties as to the entitlement of an employee to a salary increase because of a permanent reclassification described herein shall be subject to the grievance procedures of this Agreement but no reclassification shall be subject to merit increases.

### 6.4 Bi-Weekly Pay Periods

Salary payments shall be made on a bi-weekly basis to a maximum of 26 pay periods.



## 6.5 New Employees

For the purposes of this Agreement, “new employees” shall mean any employee hired after the execution of this Agreement.

### 6.5.1 New Employee’s Starting Salary

New employees shall be compensated at salaries determined by the Borough in consultation with the USW, for the respective title.

## 6.6 Promotions and Demotions

Within 10 days of making a promotion or demotion of a unit employee, the Borough will notify the USW in writing of the identity of the employee and job titles involved.

## 6.7 Compensation Upon Promotion/Demotion

(a) If an employee is permanently promoted to a position for which classification has not been provided for in Schedule A, the provisions of paragraph 6.2 above shall be applicable.

Promotions to other positions, however, except as otherwise provided in this Agreement when a reclassification occurs, when an employee is promoted by the Borough from a lower graded to a higher graded classification as set forth on Schedule A, the employee shall receive a salary increase as follows:

1. Promotions made on or before date of approval of this Agreement or promotions granted after the date of approval of this Agreement, or promotions to which an employee was entitled to prior to the approval of this Agreement, but which were considered by the Mayor and Council prior to the approval of this Agreement, but which were not

actually granted until after the approval of this Agreement and were retroactive to a date prior thereto; (e.g., desk audit or other action by the Department of Personnel) - 7.0% subject to subsection 3 below.

2. Except as otherwise provided in subparagraph (a), above, promotions made after the date of approval of this Agreement - 7.0 % subject to subsection 3 below.

3. If, in the judgment of the Borough, a certain promotion or class of promotions warrants greater than a 7% increase, the Borough and USW agree to meet and confer regarding same before the increase is instituted, provided, however, that the meet and discuss requirement shall not in any way preclude the Borough from making the promotion(s) or paying greater than a 7% increase.

(b) A demotion shall result in a comparable reduction in compensation.

#### 6.8 Salary Plan

a. The parties agree to the following salary increases:

- i. 1/1/2010 – 2% increase
- ii. 1/1/2011 – 2% increase
- iii. 1/1/2012 – 2% increase      - 7/1/2012 – 1% increase

The foregoing wage increases shall be applied to all current unit employees' base pay. The foregoing wage increases shall not be construed as any type of an adjustment to the White Collar Salary Plan set forth in the attached Schedules, constituting minimum salaries for unit titles.

b. The parties also agree to the following Health Benefit Transition Payments:

- i. For the period of 1/1/2010 – 12/31/2012:

1. Employees will be provided with only the Direct Access Plan option for individuals, couples, and families (as applicable) as an employer paid health plan;
2. The Traditional Plan will still be available, however, the extra cost difference between the Traditional Plan and the Direct Access Plan must be paid solely by the employees through payroll deduction;
3. Eligible employees may opt-out of the Borough's Health Benefit Plan, in writing, during the enrollment period; eligible employees who choose to opt-out of the Borough's Health Benefit Plan, as set forth in this paragraph, will receive a one time payment equal to 25% of the Direct Access premium for individual coverage, calculated based upon the individual premium for the applicable year of coverage. Eligible employees who receive said payment may not receive additional payments following reenrollment in subsequent coverage years.

Schedule A under the previous collective negotiations agreement, by virtue of its references to past years, shall be deleted.

## **ARTICLE VII**

### **LEAVE AND OTHER TIME OFF PROVISIONS**

#### 7.1 Funeral Leave

##### (a) Immediate Family Member

In the event of the death of a member of the immediate family of an employee, and after notification to his/her Department Head, an employee shall be entitled to a funeral leave of the next three (3) working days, with pay, which leave shall be in addition to sick leave as set-forth hereinafter in this Agreement.

In the event of the death of the employee's immediate family member who resides 100 or more miles from the employee's residence, said employee shall be entitled to one (1) additional working day of leave.

“Immediate Family Member” is hereby defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, grandparents, grandparents-in-law, brother-in-law, and sister-in-law, and any relative of the employee or employee's spouse actually living in the employee's home.

(b) Death of Aunt or Uncle

In the event of the death of an employee's aunt or uncle, and in the event such relative was not, at the time of death then living in the employee's home, an employee shall, after notification to his/her Department Head, be entitled to a funeral leave of one (1) working day with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement.

7.2.1 Sick Leave

Unit employees are hereby granted the following sick leave, as hereinafter defined, with pay, in and for each calendar year:

1. From the date of hire through 12/31 of the initial year of hire, one (1) working day for every month of service;
2. Beginning with the first calendar year following the date of hire, 1.25 working days for each month of service.

### 7.2.2 Sick Leave Definition

Sick leave is hereby defined to mean absence from the post or duty of an employee for part of, or the entirety of, the employee's work day because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family, requiring the care or attendance of such employee.

#### (a) One-half sick day

If an employee commences work on any day and thereafter leaves work by reason of sickness before or upon having completed half of the regular working hours of his/her position, he/she shall be deemed to have used one-half of one (1) allowable sick leave day and shall be paid at the regular daily compensation rate for one-half day and the balance shall be charged as one-half of one (1) allowable sick leave day.

#### (b) Full sick day/cap

If an employee commences work on any day and thereafter leaves by reason of sickness after having completed more than one-half of the regular working hours of his/her position, he/she shall be paid for the entire day and no sick leave day or fraction thereof shall be deemed to have been used. This provision, however, shall be limited to three (3) occurrences within any twelve (12) month period, of sick leave as defined above; thereafter, on the fourth occurrence of sick leave under the circumstances of this provision, the employee shall be deemed to have used one (1) full day of allowable sick leave in lieu of regular pay.

Each individual instance of an employee leaving his/her work day pursuant to the above-described circumstances shall be classified as "Sick, Unable to Continue", regardless of the amount of time spent on the day, and shall be considered a single occasion in counting toward a

classification of “occasions of sick ” as described below. No exceptions to this will be made, as it is expected that an employee who leaves a shift reporting “Sick, Unable to Continue” will not return to duty until entirely fit to do so.

“Occasions of sick” is a designation which may result from an employee reporting any combination of “Sick” or “Sick, Unable to Continue”, without appropriate medical documentation, on six (6) or more separate occasions within a twelve (12) month period. An “occasion” is any continuous period of sick time used by an employee, regardless of length. A twelve-month period begins with one “Sick” or “Sick, Unable to Continue” report within any month.

Properly documented and maintained Worker’s Compensation claims are specifically excluded from aggregate accumulation in determining “chronic sick” status.

### 7.2.3 Verification

A certificate of a licensed physician in attendance shall be required as sufficient proof of need of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family, if said absence exceeds three (3) working days. In the case of any absence due to contagious disease, a certificate from the Department of Health shall be required in addition to the foregoing.

The employee shall be required to present evidence by a certificate of a treating physician, that he/she is unable to work, and the Borough may reasonably require the said employee to present such certificate from time to time. The Borough, at its option, may require the employee to be examined by a physician of the Borough's selection. In the event that the Borough's physician determines that the employee's disability is not work connected, or that the period of disability has

ended, then the employee shall have time lost charged to his accumulated available sick leave or suffer a loss of pay, depending upon circumstances.

If there is a dispute as to the causal connection of the disability or as to the period of disability, then, and in that event, the burden shall be upon the employee to establish such period of disability by obtaining a judgment in the Division of Worker's Compensation or by the final decision of the last reviewing court which shall be binding upon the parties.

#### 7.2.4 Sick Leave Accumulation

If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay and if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used.

#### 7.2.5 Non-Application of Sick Leave During Period of Disability

No employee who may be disabled, either through injury or illness, as a result of or arising from his or her respective employment, shall be required to utilize accumulated sick leave during such period of disability. During such period of disability the Borough shall pay to such employee his/her full salary for a period of time not to exceed one (1) year. The employee shall endorse over to the Borough all Worker's Compensation checks, regardless of date of receipt, received by the employee representing payments for temporary disability during the period that the Borough is making payments to the employee of the employee's full salary.

#### 7.2.6 Sick Leave Upon Separation from Service

If an employee voluntarily resigns or retires or dies any time after completing five (5) years of service with the Borough, said employee or the employee's estate shall receive, in addition to any other terminal pay as provided in this Agreement, a payment equal to one-half of said employee's accumulated unused sick leave days calculated at the rate of said employee's base daily compensation at the time of voluntary resignation or retirement or death times, multiplied by the number of unused sick days the employee has accumulated; provided, however, that:

1. Said payment shall in no event exceed 120 days of compensation (one-half of a maximum of 240 allowable accumulated sick leave days). For employees hired after December 31, 2009, only, in no case to exceed the sum of \$17,500.00 (\$15,000.00 for employees hired on or after May 21, 2010); and

#### 7.2.7 Sick Leave Cash-Out

Employees may exercise the option, on an annual basis, to cash-out up to 15 sick days each November 1 at 80% of the current sick day value. Unit employees may exercise the option and request a transfer of any sick time cash out monies into the current deferred compensation plan fund.

#### 7.2.8 Donated Sick Leave

##### (a) Eligibility

All unit employees shall be eligible to donate and/or receive donated sick leave. To qualify for receipt of donated sick leave the employee shall demonstrate that he/she:



1. Is suffering from a catastrophic health condition or injury, which may, at the Borough's option, be subject to certification by the Borough physician, which is expected to require a prolonged absence from work by the employee;

2. Is needed to provide care to the member of the employee's immediate family who is suffering from a catastrophic health condition or injury, which may, at the Borough's option be subject to certification by the Borough physician; and,

3. Has exhausted all accrued sick and other leave.

An employee may request that the Borough approve his/her participation in the program, as a leave recipient or leave donor. The employee's supervisor shall forward such requests on behalf of the employee for his/her participation in the program to the Borough Administrator.

The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Borough medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the serious health condition or injury. The Borough's physician, however, may also examine the patient and/or records to make to make a recommendation to the Borough Administrator regarding the veracity of the claimed disability. Employee participation in the donated leave program is subject to the Borough Administrator's final approval.

(b) Solicitation of leave donations

Upon Borough approval designating an employee as a leave recipient, the Borough shall, with the employee's consent, post or circulate the employee's name soliciting the donation of leave time, and shall provide notice to all negotiations representatives of the Borough. If the employee is unable, due to disability, to consent to the posting, the employee's immediate family may consent on his/her behalf.

(c) Administration of donations

1. A leave recipient shall receive, pursuant to this Article, no more than 180 sick days in his/her working career with the Borough, and shall not receive any such days on a retroactive basis.

2. Leave donations shall be made in units of whole sick days. Fractions of sick days shall not be allowed. Employees donating leave time may not donate more than ten (10) such days.

3. A leave donor shall have remaining at least 10 days of accrued sick leave if donating sick leave.

4. A leave donor may not revoke a leave donation.

5. If a leave donor is not in the same department as the leave recipient, appropriate arrangements shall be made between the departments to verify donor eligibility and adjustments of leave records. However, the posting requirement set forth above is limited to the recipients appointing authority.

6. Any unused donated sick leave shall be returned by the recipient to the leave donor and the leave records shall be re-adjusted for each accordingly.

7. Upon retirement, leave recipients shall not be granted supplemental compensation for any unused sick days which he/she had received through the donated leave program.

8. Despite receipt of donated sick leave, all sick leave so received and the recipients own sick leave balance, shall be counted against time that may be due under State or Federal Family Medical Leave laws.

9. A leave recipient shall not accrue or earn vacation, sick, personal, or holiday leave, compensatory time off, or any other time off while utilizing donated sick leave pursuant to the Donated Sick Leave Program set forth in this Agreement.

## DESCRIPTIONS

### Neonatal Complications:

Spina Bifida  
Premature Delivery  
Broncho pulmonary Dysplasia  
Cystic Fibrosis  
Congenital Anomaly

### Stroke/Cerebrovascular Accident

### Cardiac Arrest/Heart Surgery

### Terminal Cancer

### Muscular/Neurological Disorders:

Muscular Dystrophy  
Multiple Sclerosis  
Anyothrophich Lateral Sclerosis  
Paralysis  
Polio  
Cerebral Palsy

### AIDS/HIV+ and Complications

### Major Head Trauma/Traumatic Brain Injury:

Head Injury  
Skull Fracture  
Coma

### Spinal Cord Injury

### Limb Amputation with Complications

### Third Degree Burns

### Other:

More than 14 day Hospital Stay  
And Other Cases based on Need and  
Medical Circumstances.

### 7.3 Personal Leave

Unit employees shall be entitled to four (4) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An employee shall not be required to give any reasons or explanation for the taking of a personal leave day with pay as allowed herein.

The employee seeking to utilize personal leave shall, however, be required to give reasonable notice to the employee's department head of the intent to take personal leave. Upon such notice, the department head may deny the personal leave when, in the department head's sole discretion, the leave would be detrimental to the Borough's staffing requirements during the proposed leave period.

### 7.4 Family Leave

Employees are entitled to family leave pursuant to the State Family Leave Act, N.J.S.A. 34:11B-1 et seq., and the Federal Family and Medical Leave Act, 29 U.S.C. 2601 et seq.

An employee shall be eligible for State family leave once he or she has worked for at least twelve (12) months, for at least 1,000 hours. An employee shall be eligible for Federal Family leave after he or she has worked for at least twelve (12) months, for at least 1,250 hours.

An employee who takes leave pursuant to the State law is entitled to twelve (12) weeks of leave in a twenty-four (24) month period.

An employee who takes leave pursuant to the Federal law is entitled to twelve (12) weeks of leave in a twelve (12) month period.

Leave taken pursuant to both laws shall be without pay and shall run concurrently with other accumulated leave benefits available under other provisions of this Agreement. The employee's health benefits, if any, however, shall be continued during the leave period.

An employee on leave under this provision shall not work full or part-time for another employer, unless he or she was so employed prior to the commencement of family leave.

An employee who desires to take a leave of absence pursuant to State or Federal Family Leave provisions shall set forth his/her request in writing to the Borough Administrator.

The employee need not indicate the statute pursuant to which he/she will be taking the requested leave. However, the employee shall provide the Borough Administrator with enough information about the reason for the leave so that the Borough Administrator is able to determine under which statute, if any, the leave is taken.

Once the Borough Administrator determines that the leave requested qualifies as family leave, the employee will be notified that the leave, if approved, will count against the employee's statutory family leave entitlement and shall run concurrently with the use of any other accumulated leave benefits available pursuant to the terms of this Agreement. Concomitantly, other leave benefits taken shall also be counted against family leave rights. Employees on any type of Family Leave shall not accumulate vacation, sick or any other leave under the Agreement.

## 7.5 Vacations

### 7.5.1 Number of vacation days

Each employee shall receive a paid vacation in accordance with the following schedule, except that accumulated vacation time may not exceed that earned over two (2) years:

1. From the date of hiring through December 31 of the year of hire - 1 day for each month of employment;

2. From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire - 12 days;

3. From January 1 of the fifth full year after date of hire through December 31 of the ninth full calendar year after date of hire - 15 days;

4. From January 1 of the tenth full calendar year after date of hire through December 31 of the fourteenth full calendar year after date of hire - 20 days;

5. From January 1 of the fifteenth full year after date of hire and thereafter - 25 days.

#### 7.5.2 Vacation Days Upon Separation from Service

In the event an employee resigns, retires or dies during a calendar year, his or her vacation shall be proportionately adjusted, with vacation pay awarded to the employee or in the case of negative vacation, be paid to the Borough by the employee.

#### 7.6.1 Holidays

A day off with pay shall be granted to each employee on the following days:

New Years Day	Martin Luther King's Birthday	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Election Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving

## Christmas Day

7.6.2 If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the succeeding Monday. No holiday leave shall be accumulated beyond the next calendar year.

7.6.3 If, as part of the regular shift, an employee is required to work on a holiday, the employee shall receive another day off at the employee's option on which to celebrate the holiday, provided that the employee's department head approves, which approval shall not be unreasonably withheld. The day off under this section shall be in lieu of any holiday pay provided in other provisions of this Agreement.

7.6.4 A floating holiday shall be subject to the same restrictions as a personal leave day, as described in this Agreement.

## 7.7 Compensatory Time Buy-Out

In any year during the term of this Agreement unit employees may exercise the option, voluntarily by employee choice, to buy-out up to 100 hours accumulated compensatory time at 50% of their then hourly rate of pay.

Employee requests for buy-outs under this provision shall be made by November 1 of each year for pay-out by December 15 of that year.



7.8 Seniority Resolution of Time Off Requests

In the event of a conflict among employees regarding the scheduling of any time off requests under this Article, seniority in the permanent Civil Service title shall be determinative.

7.9 Court Personnel Compensatory Time

Wages, hours and other terms and conditions of employment of court related employees shall be generally governed by this Agreement, however, to the extent those terms and conditions of employment are pre-empted by order of the municipal judge or the New Jersey Administrative Office of the Courts, the latter shall control.

7.10 Military Leave

See Employee Handbook

## **ARTICLE VIII**

### **TERMINAL LEAVE PAYMENTS**

8.1 In addition to any payment made pursuant to other sections of this Agreement, the following terminal leave payment shall be made upon the voluntary resignation or retirement (in good standing) or death of any employee with ten (10) years or more of service as follows:

1. Employees with not less than ten (10) nor more than fifteen (15) years of service -- one-fourth (1/4) of the annual base compensation at time of termination;
2. Employees with more than fifteen (15) years or service -- one-third (1/3) of the annual base compensation at time of termination.

8.2 Employees on "terminal leave" shall not continue to earn any accumulative benefits nor be entitled to holidays, sick days, or vacation time off.

8.3 Unit employees hired after December 31, 2009 shall not be eligible to receive the foregoing benefits of this Article.

## **ARTICLE IX**

### **LIFE INSURANCE**

9.1 The Borough shall provide and maintain, at its own cost and expense, life insurance with any insurance company licensed to do business in the State of New Jersey in the amount of Ten Thousand (\$10,000) Dollars for each employee in the Borough's service, with an accidental benefit in the face amount of said policy. Said insurance shall provide for the payment, in the event of the employee's death for any cause or reason, of said sum to the beneficiary designated by said employee.

Upon reaching age 65 of any active employee, said insurance shall be reduced to the amount of Six Thousand Five Hundred (\$6,500.00) Dollars for each such employee.

Employees who retire from the Borough, who are eligible for retirement under the Public Employee Retirement System, with ten (10) or more years of employment with the Borough of Fort Lee, the Borough will continue life insurance coverage (or may self-insure) in the amount of ten thousand (\$10,000.00) dollars.

9.2 Except for regular retirement, such insurance shall terminate upon the employee's termination of employment with the Borough except that the employee shall be permitted to continue such insurance if the employee pays the premium.

9.3 If any employee covered by this Agreement is also serving as a volunteer fireman, the Borough shall provide a separate life insurance for said employee at the same coverage as is provided for volunteer firemen generally, in addition to the insurance to be provided herein, with the exception that this additional life insurance will not be provided after the retirement of the employee.

9.4 If permitted by the insurance company, employees shall be given the option of increasing the amount of life insurance set forth above, provided, however, that any increase in premium attributable to any such increase in coverage shall be paid by the employee.

9.5 Claims for payment under the said life insurance policy must be made within one year of the date of death of the employee or the claim shall be considered as being waived.

## **ARTICLE X**

### **SHOP STEWARDS**

10.1 No more than four (4) shop stewards shall be elected by the employees. In the event that more than one (1) shop steward is elected, each shop steward shall represent a different department in the Borough.

10.2 The USW shall notify the Borough in writing within five (5) days of the election of the names of the shop stewards who have been so elected to represent the said employees.

10.3 One duly-elected shop steward of the USW, to be selected by the USW, shall be given time off with pay to attend scheduled grievance meetings and hearings relating to a grievance by an employee, if such meetings and hearings are scheduled during the shop stewards's working hours.

10.4 One duly-elected shop steward of the USW shall be limited to one instance per year of time off with pay to attend meetings of associations or organizations, which meeting relates to the responsibility or concerns of the shop steward, if such meeting occurs during a time that the shop steward's scheduled to work. A duly-elected shop steward shall give his or her department head five (5) days notice of such a meeting and the general subject of the meeting. Attendance at such meetings shall not unreasonably interfere, in the discretion of the department head, with the operations of the Borough, or the department in which the shop stewards works.

10.5 The USW and shop stewards shall not call any employee away from his or her work station if it interferes with the operations of the Borough.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

11.1 Any disagreement arising out of the interpretation or application of this Agreement, except any disagreement relating to a disciplinary measure taken by the Borough which is appealable to the New Jersey Department of Personnel under New Jersey Department of Personnel rules and regulations, may be deemed a grievance which shall be resolved and determined according to the following procedure:

**STEP 1:** The employee and/or the USW shall, within ten (10) days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, orally discuss the matter with the supervisor of his or her department with the objective of resolving the matter informally. The supervisor of his or her department shall, within three (3) days thereafter, communicate, orally or in writing, his or her decision on the grievance of the employee. If the decision is unsatisfactory to the employee or to the USW, or, if the supervisor fails to communicate his or her decision within the said three (3) days, the employee or the USW may proceed to Step 2 of this grievance procedure.

**STEP 2:** Within three (3) days after the denial or failure of relief under Step 1, the employee or the USW may appeal the supervisor's decision to the Borough Administrator. Such appeal shall be in writing and shall set forth the specific Article of the Agreement in issue, the nature of the grievance, the facts relating thereto, each specific issue of the supervisor's decision with which the employee or the USW disagrees and the action requested by the Administrator. Within five (5) days after the appeal has been filed with the Administrator, the same shall be orally discussed

between the Administrator, the shop steward of the USW, the employee, and the employee's supervisor. Thereafter, the Administrator shall communicate his/her decision, in writing to the shop steward, the USW, the employee and his supervisor within six (6) days after the conclusion of such oral discussion. In the event the decision is unsatisfactory to the employee or to the USW, or is not rendered within the time prescribed, either the employee or the USW shall have the right to proceed to Step 3 of this grievance procedure.

STEP 3: Failing settlement at Step 2, the employee or the USW shall, if either intends to appeal, within five (5) days after receipt of the written decision of the Borough Administrator, inform the Borough in writing, delivered to the Municipal Clerk, of their intention to arbitrate the dispute and the matter shall be arbitrated in accordance with Sections 11.5 and 11.6 of the Article.

11.2 An employee may, if he/she so desires, have the shop steward or a representative of the USW who is not an employee of the Borough present at any discussion in any Step of the personal grievance procedure specified in Section 11.1.

11.3 All steps in this procedure shall be followed and the time limits shall be considered as maximum periods and shall be adhered to unless the parties mutually agree in writing to extend such limits. Saturdays and Sundays, or days scheduled off in lieu thereof, and holidays as defined in the Agreement shall not be considered and counted in establishing the time limitations.

11.4 In the event an appeal is not timely filed in writing pursuant to the terms of Steps 2 or 3, the decision at the prior Step shall be final and the matter shall be considered closed.

11.5 Any grievance which cannot be settled through the procedure established in Sections 11.1 through 11.4 of this Article shall be settled by arbitration. An arbitrated case shall be heard and decided by an arbitrator mutually agreeable to the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator's fees and expenses shall be born equally by the Borough and the appellant. If the parties cannot agree upon an arbitrator, PERC shall be utilized.

11.6 The arbitrator shall have no power to add to, subtract from or alter, amend or modify any of the terms and provisions of this Agreement or of any written agreement made supplementary hereto.

11.7 If the nature of the employee's grievance is such that it is cognizable before both an arbitrator as set forth above and the New Jersey Department of Personnel or PERC, the employee shall be required to elect which forum he or she wants to have the grievance heard before and such election shall be final. The purpose of this provision is to prevent an employee from receiving an adverse decision either from an arbitrator or from the New Jersey Department of Personnel or PERC and then filing a claim before the other agency based upon the same factual circumstances.

11.8 The parties agree and acknowledge that the foregoing grievance procedure is self-executing. The failure of any Borough agent to act within any time-frame set forth in the procedure does not and shall not preclude the grievant/USW from moving the matter to the next step of the procedure. The failure of any Borough agent to act within any time-frame set forth in the procedure does not and shall not constitute a violation of this Agreement nor shall it constitute an unfair labor



practice within the definition of the New Jersey Employer-Employee Relations Act, N.J.S.A.  
34:13A-5.4.

#### 11.9 Individual Employee Arbitration Agreements

The parties to this agreement, in recognition of the rise in individual employment litigation, acknowledge and agree that it is in the public interest to require the arbitration of potential individual employment claims against the Borough. As such, the parties agree that all unit employees, as a condition of continued employment under the terms of this Agreement, shall be required, within thirty (30) days of full execution of this Agreement, to review and execute individual arbitration agreements as set forth in the Schedules.

## ARTICLE XII

### WORK HOURS AND OVERTIME

#### 12.1 Work Week

The regularly scheduled work week shall be a total of thirty-two and one-half (32.5) hours per week and shall commence daily at 8:30 a.m. and terminate at 4:00 p.m. for all unit employees except as hereinafter provided.

#### 12.2 Exceptions to the regular work week

Exceptions to the regular work week defined in section 12.1 shall apply as follows:

1. The computer service technician shall work a forty (40) hour week from Monday through Friday.
2. Inspectors in the Building Department shall work Monday to Friday from 7:00 a.m. to 4:00 p.m. or Tuesday to Saturday 7:00 a.m. to 4:00 p.m. both schedules shall not exceed 40 hours per week and shall be coordinated by the department head.
3. Fire inspectors in the Fire Prevention Bureau shall have a work schedule of forty (40) hours per week. The scheduling of fire inspectors hours shall be consistent with the scheduling practice currently followed by the Borough.
4. Unit employees in the Department of Youth Activities have traditionally worked a thirty-five (35) hour week, on a flexible schedule as determined by the department head.

### 12.3 Overtime Meal Periods

In the event that an employee is requested to work in excess of eight (8) hours in any given day, after the first two hours in excess thereof, the employee shall be entitled to a one-half hour paid meal period; thereafter, the employee shall be entitled to additional one-half hour paid meal periods at the completion of each additional four (4) hours of work. The Borough shall not be required to supply or pay for any food or beverage consumed by the employee during these meal periods.

### 12.4 Night Hours

The Borough shall have the right to institute a program of opening the Municipal Building for business one (1) night each week. The employees shall work an altered schedule that day so long as there shall be no split shift. No additional compensation shall be required. Volunteers shall be used to fill necessary assignments, providing there are qualified volunteers to perform the necessary work, before involuntary assignments are made.

### 12.5 Overtime

For all hours actually worked in excess of the regular work week and up to forty (40) hours (35 hours for the Recreation Department's Youth Activity Division) in one week, the employee shall be compensated by receiving compensatory time off ("CTO") at one and one-half times the number of hours worked on a schedule to be worked out by the employee's department head, which schedule shall not be unreasonable; for all hours actually worked in excess of forty (40) in one week, the employee shall be entitled to be compensated either in CTO or in salary, at the employee's option, computed on the basis of one and one-half times the number of hours worked. For each hour worked

on Saturday, the employee shall be paid at one and one-half the employee's regular rate. For each hour worked on Sunday, the employee shall be paid at double time the employee's regular rate.

#### 12.6 Holiday Overtime

Each hour actually worked on a holiday shall be paid for at time and one-half the employer's regular rate, which shall be in addition to the holiday pay for the holiday. These provisions shall not be applicable when the employee's regular schedule provides for work on a Saturday, Sunday or Holiday.

#### 12.7 Inspector Recalls

If an inspector is called back to duty after having left at the completion of the regular work day, he/she shall be compensated, pursuant to section 12.6 at either: (a) an amount equal to one and one-half times the number of hours actually worked, or (b) an amount equal to four (4) hours straight time, whichever is higher, to be received as CTO in either case.

## **ARTICLE XIII**

### **PERSONNEL FILES**

13.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Borough Administrator or a designee, and may be used for evaluation purposes by the governing body.

13.2 Upon advance notice and at reasonable times, during regular business hours, any member may review the personnel file relating to them. However, this appointment for review must be made through the designated representative of the Borough.

13.3 An employee shall be given the opportunity to rebut any adverse file material if desired, and shall be permitted to place said rebuttal in the file. Nothing placed in a file shall be removed therefrom. Removal of any material from a personnel file by any member shall subject the member to appropriate disciplinary action.

13.4 Each employee shall be supplied with a written certification from the employer, during the month of December of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the employee.

## **ARTICLE XIV**

### **BULLETIN BOARD**

14. The Borough shall provide a bulletin board in a place convenient to the unit employees for the exclusive use of the USW for the posting of USW notices.

## **ARTICLE XV**

### **SEPARABILITY AND SAVINGS AND NO WAIVER**

15.1 If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

15.2 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

**ARTICLE XVI**

**[Intentionally left blank]**

**ARTICLE XVII**

**[Intentionally left blank]**



## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS**

#### 13 Uniforms

Uniforms are to be provided to all uniformed personnel of the Fire Prevention Bureau. Inspectors' uniforms shall consist of shirts, pants, jackets, hats, badges and any other equipment or apparel to complete the uniform.

Each Inspector shall receive \$500.00 annually in the form of a voucher to be used towards the purchase of uniforms and other related equipment. The vouchers shall be used with a vendor selected by the Fire Prevention Bureau.

The uniforms selected shall be at the discretion of the Fire Prevention Bureau and shall be consistent with current uniform standards for the fire service.

**SIGNATURE PAGE**

BOROUGH OF FORT LEE

UNITED SERVICE WORKER'S UNION  
(WHITE COLLAR)

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

