

AGREEMENT
BETWEEN
THE BOROUGH OF FORT LEE
AND
NJELU LOCAL NO. 1
(WHITE COLLAR UNIT)

JANUARY 1, 2002 through DECEMBER 31, 2005

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PREAMBLE

This Agreement made this *1st* day of *January*, 2002, by and between the Borough of Fort Lee, a municipal corporation of the State of New Jersey (hereinafter the "Borough"), and New Jersey Employee Labor Union Local 1 (hereinafter, the "Union").

WITNESSETH:

WHEREAS, the parties hereto desire to reach an amicable understanding with respect to the employer-employee relations existing between them and to enter into a complete Agreement concerning the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I
RECOGNITION

1.1 The Borough recognizes the Union as the sole and exclusive agent for all annual salaried permanently classified employees of the Borough covered by the titles listed on Schedule A attached hereto together with any future employees of the Borough who may be hired into titles not included in Schedule A but which are within the class of titles generally considered and accepted to be "white-collar" titles (excluding department heads). Such employees shall be considered the "bargaining unit". The term "employees" used hereinafter shall refer to members of the bargaining unit. This Agreement shall be deemed to be binding upon all members of the bargaining unit and upon the Borough.

ARTICLE II

MANAGEMENT OF THE BOROUGH'S AFFAIRS

2.1 The Union 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 alternation 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 this right, the Borough agrees to give reasonable consideration to the job security of the employees in the bargaining unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee his or her rights under Civil Service laws or regulations, or the New Jersey Employer-Employee Relations Act or regulations thereunder.

ARTICLE III

MEDICAL AND MISCELLANEOUS BENEFITS

3.1 Medical Benefits

(a) The Borough shall continue for the term of this contract the same or equivalent medical benefits as provided by the Borough during the year 1992 consisting of Blue Cross, Blue Shield (1420 series), with Rider J coverage and a major medical plan.

(b) The Borough shall provide a disability income plan at least equal to the disability income plan presently being offered through the State of New Jersey under its Health Benefits Plan and, at least equal to the plan provided by the Borough during the year 1992. The said disability income plan shall be provided either through the State Health Benefits Plan or through a private insurance plan, at the option of the Borough. The premium for such plan shall be paid one-half by the Borough and one-half by the employee.

(c) The Borough shall provide, at its own cost and expense, a dental insurance plan at least equivalent to the plan provided by the Borough in 1992.

(d) The Borough shall provide a \$5.00 co-pay prescription plan for each covered employee and his/her dependents, but not to exceed a premium cost of more than five hundred forty-one dollars (\$541.00) per annum per covered family. If the premium cost exceeds five hundred forty-one dollars (\$541.00) per annum, the parties shall meet to discuss changes in the program in order to keep the premium costs no more than \$541.00 per annum per family.

3.1.1 Medical Coverage after Retirement/Disability

Whenever an Employee has served twenty-five (25) years or more with the P.E.R.S., the Borough shall provide such Employee (and his or her dependents) with medical coverage as described in Section 3.1 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 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 3.1 above.

3.2 Seniority in Scheduling In the event of a conflict among employees regarding the scheduling of leave, etc., seniority as determined by the regulations of the New Jersey Department of Personnel shall be determinative.

3.3 Funeral Leave In the event of the death of a member of the immediate family of an employee, and after notifying his or her Department Head, the said 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 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. "Immediate Family" 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.

3.4 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 actually living in the employee's home at the time of his/her

death, after notifying his/her Department Head, the said employee shall 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.

3.5 Payroll Deduction

3.5.1 Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Borough Treasurer shall forward dues to the Union 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 3.6.2 of this Article.

3.5.2. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union 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 Union and the employer.

3.5.3 The Union 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.

3.5.4. Uniforms are to be provided to all uniformed personnel of the Fire Prevention Bureau (Inspectors) uniforms shall consist if 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.

ARTICLE IV

CONTINUED WORK OPERATIONS

4.1 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 a decision by arbitration, nor will either party or any members, representatives of officers thereof directly or indirectly aid, assist or be connected in any manner whatsoever with any of the aforesaid acts.

ARTICLE V

JOB CLASSIFICATIONS

5.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel, which classification shall be the basis of compensation of all employees. The parties recognize that each particular employee's classification is subject to the review, approval and modification of the Department of Personnel. Each employee in those classifications listed in Schedule A attached hereto shall receive compensation as set forth in Schedule A-1. If an employee is hired, promoted or transferred to any white collar title position whose classification has not been provided for in Schedule A, then the Borough shall 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 Schedule A. Payment to the employee shall be governed by Section 5.5 (New Employees).

5.2 Work Out of Classifications

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 Article II hereof and relevant New Jersey Department of Personnel Regulations. If said temporary assignment or reassignment is to a lower classification, the employee shall nevertheless be compensated according to the employee's former position classification. If the assignment or reassignment is to a higher classification, the compensation shall be determined as set forth in 5.3 hereof.

5.3 Compensation for Higher Classified Work

If an employee performs the duties of a higher graded position on any day for more than one half of the regular daily working hours, or for more than ten (10) hours of the regular weekly working hours, said employee shall be compensated for entire days on which any work is performed in the higher graded position. Unless the number of hours worked in the higher graded position is equivalent to or exceeds the above, said employee shall not be paid for any part of such days at the higher rate of compensation, but shall only receive compensation at his usual rate for the hours worked on such days. Compensation for the performance of the duties of a higher graded position shall be at the same lettered step of Schedule A-1 through A-6 as the step at which the employee who is performing the work is located.

5.4 Salary Increases

Effective January 1, 2002, wages shall be increased by three and three quarters per cent (3.75%) (See Schedule A).

Effective January 1, 2003 wages shall be increased by three and three quarter per cent (3.75%) (See Schedule A).

Effective January 1, 2004, wages shall be increased by three and one half per cent (3.50%) (See Schedule A).

Effective January 1, 2005, wages shall be increased by three and one half per cent (3.50%) (See Schedule A).

5.5 New Employees

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

New employees shall be compensated at salaries set forth on Schedule A, for their respective titles, as the Borough determines to be warranted by virtue of the new employees' skill and experience and such new employees shall not receive any increase in compensation during the calendar year in which there were employed, either as a merit increase or as an across-the-board increase.

The starting salary for new hires shall be in accordance with the attached Schedule A. This Schedule reflects the minimum starting salary for each grade. In addition, the new hire shall receive the negotiated wage increases.

5.6 Reclassification Any disagreement between the parties as to the entitlement of an employee to a salary increase because of a reclassification described herein shall be subject to the grievance procedures of this Agreement.

5.7 Bi-Weekly Pay Periods Salary payments shall be made on a bi-weekly basis to a maximum of 26 pay periods.

5.8 Court Personnel Compensatory Time If so required by the presiding municipal judge, court employees must take paid compensation for accrued compensatory time.

5.9 Promotions Within 10 days of making a promotion for a unit employee, the Borough will notify the union in writing of the identity and promotional title.

5.10 Compensatory Time Buy-Out Unit employees may exercise the option, voluntarily by employee choice, to buy-out accumulated compensatory time as follows: In 2002, the right is to buy out up to 100% of their accumulated compensatory time at 65% of their hourly rate of pay and in 2003, 2004 and 2005 to buy-out up to one-half of their accumulated compensatory time at 65% of their hourly rate of pay. The Borough may consent, said consent not to be unreasonably

withheld, to a greater than 50% buy-out, in 2003, 2004 and 2005, at an employee's request; for 2002 Borough employees may notify the Borough Administrator of requested buy-out by December 31, 2002 for pay-out by February 15, 2003. Thereafter employee notification shall be made by November 1 of each year for pay-out by December 15 of that year.

ARTICLE VI

SICK LEAVE

6.1 Every employee, in addition to his or her annual vacation leave with pay, is hereby granted the following sick leave, as hereinafter defined, with pay in and for each calendar year:

(a) From the date of hire through 12/31 of the initial year of hire, one (1) working day for every month of service;

(b) Beginning with the first calendar year following the date of hire, 1.25 working days for each month of service.

6.2 If, after a minimum of four hours of the employee's work day is completed, that employee becomes ill and is not able to complete his/her work day and notifies the Supervisor that he/she will be leaving the day on sick leave, then that employee shall be entered as "Sick, Unable to Continue", and shall not be assigned a sick day number and assessed a sick leave day.

If less than four hours of the employee's work day has passed, and the employee leaves the day under the above described circumstances, then the employee shall be entered as "Sick, Unable to Continue", as described above, but also shall be assigned one-half a sick day number and assessed one-half day of their accrued sick leave.

Each individual instance of an employee leaving his/her work day under the described circumstances classified as "Sick, Unable to Continue", regardless of the amount of time spent on the day, 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.

In the event the Borough request verification of an "occasion of sick, " the employee shall provide proof of payment of the co-pay to the Borough for reimbursement and payment of any overages. The employee shall submit all medical claims to the insurance carrier for payment.

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

6.3 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.

6.3.1 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 utilized accumulated sick leave during such period of disability. During such disability, the Borough shall pay to such employee his or her full salary for a period of time not to exceed one (1) year. The employee shall endorse over to the Borough all workers compensation checks 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.

6.4 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 shall be binding upon the parties.

6.5 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 hereinafter, 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, the number of unused sick days the employee has accumulated; provided, however, that:

(a) Said payment shall in no event exceed 120 days of compensation (one-half of a maximum of 240 allowable accumulated sick leave days). For new employees only, in no case to exceed the sum of \$17,500.00; and

(b) In calculating said payment, no unused sick leave days accumulated prior to January, 1971, shall be counted.

6.5.1 Sick Leave Cash-Out

Effective January 1, 2002, 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 "Valec" investment fund.

6.6 Sick leave is hereby defined to mean absence from post or duty of an employee 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 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.

6.7 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 position, he shall be deemed to have used one-half of one (1) allowable sick leave day. If, however, 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 position, he shall be paid for the entire day and no sick leave day or fraction thereof shall be deemed to have been used.

6.8 Donated Sick Leave

(a) All Borough of Fort Lee employees shall be eligible to receive donated sick leave if the employee:

1. Is suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee, or is needed to provide care to the

member of the employee's immediate family who is suffering from a catastrophic health condition or injury and certified by the Borough physician;

2. Has exhausted all accrued sick and other leave, and

(b) 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 may forward such a request on behalf of the employee for his/her participation in the program as a leave recipient.

1. 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. But the Borough physician can also examine patient and records and has final approval subject to Borough's Administrator's final approval.

2. When the Borough has approved an employee as a leave recipient, the Borough shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives of the Borough. (If the employee is unable to consent to the posting the employee's family may consent on his/her behalf.)

(c) A leave donor shall only donate whole sick days and may not donate more than 10 such days.

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

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

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

4. 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 adjust leave records. However, the posting requirement set forth above is limited to the recipients appointing authority.

(d) Any unused donated sick leave shall be returned to the leave donor.

(e) Upon retirement, the leave recipient shall not be granted supplemental compensation upon retirement for any unused sick days which he/she had received through the donated leave program.

(f) Despite receipt of donated sick days, all sick time so received and the recipients own sick time listed, shall be counted against time that may be due under state or federal family medical leave laws

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.

ARTICLE VII

PERSONAL LEAVE

7.1 Every employee shall be entitled to three (3) 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 shall be required to give reasonable notice, under the circumstances. Without the prior approval of the Department Head, not more than one (1) employee in each office shall be permitted to take a personal leave on a given day.

ARTICLE VIII

TERMINAL PAY

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

(a) 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;

(b) Employees with more than fifteen (15) years of 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, vacation.

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.

Upon the regular retirement of an employee who is at least age 62, and who has been employed by the Borough for ten (10) or more years, the Borough shall continue such life insurance coverage (or may self-insure) in the amount of Ten Thousand (\$10,000.00) Dollars until said employee attains the age of 65, at which time the insurance shall be reduced to the amount of Six Thousand Five Hundred (\$6,500.00) 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 Union 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 Union, to be selected by the Union, 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 Union 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 union 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 settled and determined according to the following procedure:

STEP 1: The employee and/or the Union 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 Union, or, if the supervisor fails to communicate his or her decision within the said three (3) days, the employee or the Union 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 Union may appeal the supervisor's decision to the Borough Administrator. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue if the supervisor's decision with which the employee or the Union 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 Union, the employee, and the employee's supervisor. Thereafter, the

Administrator shall communicate his/her decision, in writing to the shop steward, the Union, 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 Union, either the employee or the Union shall have the right to proceed to Step 3 of this grievance procedure.

STEP 3: Failing settlement at Step 2, the employee or the Union 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 Union 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 and 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 wishes 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 grievance before the other agency based upon the same factual circumstances.

ARTICLE XII

MATERNITY LEAVE

12.1 Maternity leave, without pay and without loss of seniority and other employee rights, shall be granted by the Borough upon written request by a pregnant employee, for up to six (6) months. An additional six (6) month period may be granted within the Borough's discretion.

ARTICLE XIII

FAMILY LEAVE

13.1 Full-time employees, who have been employed by the Borough for at least twelve (12) months with at least 1,000 base hours of work during the immediately preceding twelve (12) month period, shall be entitled to family leave without pay for up to twelve (12) weeks under Federal and State law. Employees requesting leave shall utilize the same procedures outlined for leaves of absence without pay. **The Borough of Fort Lee Employee Handbook** is hereby incorporated by reference in this Agreement.

ARTICLE XIV

VACATIONS

14.1 Each employee shall receive a paid vacation in accordance with the following schedule:

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

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;

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

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

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

14.2 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. Vacation leave may be accumulated for not in excess of two (2) years.

14.3 In the event of a conflict among employees regarding the scheduling of vacation leave, seniority in the permanent New Jersey Department of Personnel title shall be determinative.

ARTICLE XV

HOLIDAYS

15.1 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	Floating Holiday	

15.2 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.

15.3 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 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 Section 14.1 herein.

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

ARTICLE XVI

WORK AND OVERTIME

16.1 Work Week The regularly scheduled work week shall be a total of thirty-two and a one-half (32.5) hours per week and shall commence at 8:30 a.m. and terminate at 4:00 p.m. for all employees whose regular work schedule during the year 1977 commenced at 9:00 a.m. and terminated at 4:00 p.m. For all employees whose regular work week during the year 1977 consisted of thirty (30) hours but whose regular schedule was other than 9:00 a.m. to 4:00 p.m., the additional one-half hour of work time during the year 1978 and 1979 shall be added to the beginning of the regularly scheduled work day. The Computer Service Technician shall work a forty (40) hour week from Monday through Friday. The 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.

16.2 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 good or beverage consumed by the employee during these meal periods.

16.3 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.

16.4 Fire Prevention Bureau As to positions in the Fire Prevention Bureau both parties agree that the Fire Inspectors have a work schedule of forty (40) hours per week. Therefore, the provisions of paragraph 15.1 shall not be applicable to employees holding such titles, except that the scheduling of such employee's hours shall be consistent with the scheduling practice followed by the Borough in 1994.

16.5 Department of Youth Activities As to positions in the Department of Youth Activities, both parties agree that employees holding these titles traditionally worked a thirty-five (35) hour week, on a flexible schedule.

16.6 Post 01/01/80 Employees Employees hired subsequent to 01/01/80 may be employed on a different hourly schedule than that set forth in paragraph 15.1, above, provided the total number of hours worked does not exceed six and one-half (6.5) hours per day and thirty-two and a half (32.5) hours per week.

16.7 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 CTO time at one and one-half times the number of hours worked on a schedule to be worked out by the 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 time 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.

16.8 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.

16.9 Inspector Recalls If an Inspector is called back to duty after having left at the completion of the regular work day, the employee shall be compensated pursuant to section 15.6 either:

(a) an amount equal to one and one-half times the number of hours actually worked,

(b) an amount equal to four (4) hours straight time, whichever is higher, to be received as CTO in either case.

16.10 Promotions and Demotions

Except as otherwise provided hereinafter 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:

(a) Promotions 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 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%

(b) Except as otherwise provided in subparagraph (a), above, promotions after date of approval of this Agreement - 7.0 %

If an employee is promoted to a position whose classification has not been provided for in Schedule A, the provisions of subparagraph 5.1 shall be applicable.

A demotion shall result in comparable reduction in compensation.

ARTICLE XVII
PERSONNEL FILES

16.1 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.

16.2 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.

16.3 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.

16.4 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 XVIII

BULLETIN BOARD

18. The Borough shall provide a bulletin board in a place convenient to th employees for the exclusive use of the Union for the posting of notices, etc.

ARTICLE XIX

SEPARABILITY AND SAVINGS

19. 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.

ARTICLE XX

REPRESENTATION FEE IN LIEU OF DUES

20.1 Pursuant to N.J.S.A. 34A:14A-5.5 et seq., the Borough of Fort Lee agrees to withhold 85% of the regular membership dues charged by the Union so its members from the salaries of those Borough employees covered by this Agreement who have not executed authorizations permitting the Borough to withhold the full amount of the Union's dues charged to its members and shall forward that amount to the Union provided the Union complied with the requirements of the same statute.

ARTICLE XXI

EFFECTIVE DATE AND DURATION

21.1 This Agreement shall become effective as of January 1, 2002 and shall remain in full force and effect through December 31, 2005, except as otherwise set forth herein.

21.2 If an employee has terminated employment prior to the execution date of this Agreement, he/she shall be entitled to retroactive pay increases or other benefits as provided under this Agreement from January 1, 2002 through the date of termination, provided said employee requests payment of said amount from the Borough in writing on or before June 30, 2003. No retroactive uniform payment will be made to any terminated employee.

21.3 In the event the parties do not enter into a new Agreement on or before midnight December 31, 2006, then this Agreement shall continue in full force and effect until a new Agreement is executed.

21.4 The parties agree that they will exchange written proposals for any proposed changes in this Agreement on or before September 30, 2005, and that they will thereafter meet and negotiate in an effort to determine the terms of a new Agreement.

BOROUGH OF FORT LEE

NJELU LOCAL NO. 1
(WHITE COLLAR)

By: Reggie Thomas

By: John L. Paul

ATTEST:

[Signature]

By: _____

By: _____

ATTEST:

**SCHEDULE A
WHITE COLLAR SALARY PLAN
JANUARY 1, 2002 THROUGH DECEMBER 31, 2005**

<u>TITLE</u>	<u>2002 Minimum</u>	<u>2003 Minimum</u>	<u>2004 Minimum</u>	<u>2005 Minimum</u>
Mayor's Secretary/ Computer Operator	41,594	43,154	44,664	46,227
Senior Clerk Typist/ Confidential Employee	33,175	34,419	35,624	36,871
Senior Clerk Typist/ Bilingual Spanish and English	30,508	31,652	32,760	33,907
Clerk Typist	21,578	22,387	23,171	23,982
Principal Clerk Typist	27,110	28,127	29,111	30,130
Senior Clerk Typist	27,110	28,127	29,111	30,130
Principal Clerk Stenographer	37,840	39,259	40,633	42,055
Principal Account Clerk	47,212	48,982	50,696	52,470
Principal Payroll Personnel Clerk	48,955	50,791	52,696	54,540
Principal Bookkeeping Machine Operator	40,262	41,772	43,234	44,747
Tax Clerk Typing/ Deputy Treasurer	42,706	44,307	45,858	47,463
Supervising Tax Clerk	32,922	34,157	35,352	36,589
Data Machine Operator	28,581	29,652	30,690	31,764
Senior Data Machine Operator	32,093	33,296	34,461	35,666

Administrative Secretary	39,991	41,490	42,942	44,445
Deputy Municipal Court Administrator	47,323	49,098	50,816	52,594
Assistant Court Administrator	42,791	44,396	45,950	47,558
Senior Accounting Clerk Typing	33,319	34,568	35,654	36,902
Principal Accounting Clerk	34,986	36,298	37,568	38,882
Assistant Tax Assessor	65,402	67,855	70,230	72,688
Supervising Assessing Clerk	54,418	56,459	58,435	60,480
Purchasing Assistant Typing	34,855	36,162	37,428	38,738
Deputy Municipal Emergency Management Coordinator	45,590	47,300	48,955	50,668
Code Enforcement Officer	30,125	32,292	33,422	34,592
Code Enforcement Trainee	37,006	38,394	39,738	41,129
Housing Inspector	37,596	39,006	40,037	41,450
Building Inspector	55,450	57,529	59,543	61,627
Environmental Health Specialist	62,251	64,585	66,845	69,185
Administrative Clerk/ Registrar of Vital Statistics	42,538	44,133	45,678	47,277
Deputy Registrar of Vital Statistics	33,912	35,184	36,415	37,690
Nurse Public Health	49,800	51,667	53,476	55,347
Nurse Supervisor	67,437	69,967	72,416	74,950

Assistant Health Officer	53,756	55,772	57,724	59,744
Computer Service Technician	49,990	51,865	53,680	55,559
Fire Protection Specialist/ Fire Protection Inspector	49,499	51,355	53,152	55,012
Fire Protection Specialist	30,067	31,195	32,287	33,417
Tax Clerk Typing	31,422	32,600	33,741	34,922
Youth Activities Supervisor	26,673	27,673	28,642	29,644
Principal Clerk Stenographer/ Control Person	51,625	53,561	55,436	57,376
Food Service Worker	12,262	12,722	13,167	13,628
Coordinator Motor Vehicle Repair	\$13.77 (Hourly)	\$14.29 (Hourly)	\$14.79 (Hourly)	\$15.31 (Hourly)