

AGREEMENT

**Between
BOROUGH OF TENAFLY
BERGEN COUNTY NEW JERSEY**

And

**LOCAL 342
LONG ISLAND
PUBLIC SERVICE EMPLOYEES UNITED MARINE
DIVISION INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION**

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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AGREEMENT

THIS AGREEMENT was entered into this 8th day of August 2022, by and between the BOROUGH OF TENAFLY, County of Bergen State of New Jersey, hereinafter referred to as the "Borough" and Local 342 Long Island Public Service Employee's, United Marine Division, International Longshoremen's Association, hereinafter referred to as the "Union" and is effective January 1, 2020 and shall expire December 31, 2023.

WITNESSETH:

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

NOW THEREFORE IT IS AGREED AS FOLLOWS:

ARTICLE I - RECOGNITION

Section 1. The Borough recognizes Local 342 Long Island Public Service Employee's, United Marine Division, International Longshoremen's Association with its principal business as 501 William Floyd Parkway, Shirley, NY 11967 as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regularly employed full-time blue collar employees employed by the Borough in the Department of Public Works in the position classification of Driver/Laborer for the purpose of bargaining with respect to rate of pay, wages, hours of work and other working conditions. The effective date of this recognition is November 13, 2007. The unit shall not represent part-time or seasonal employees, or employees in the position classifications of Administrative Assistant or any other office clerks, Director of Public Works, Supervisor of Public Works or an equivalent, Supervisor of Building Maintenance, Chief Mechanic, or Foremen.

Section 2. The Borough agrees to deduct the Union's monthly dues from the pay of the employees who authorize the Borough in writing to do so. Deductions shall be made on a semi-monthly basis. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following the deductions made in the prior month. The Borough agrees to furnish the Union monthly with a list of all employees whose dues have been deducted. The Borough also agrees to furnish the Union monthly with a list of newly hired employees and terminated municipal employees. The Union will advise the Borough in writing the amount of the monthly dues. The Union shall be entitled to collect up to eighty-five (85%) percent of their normal monthly dues from all employees of this Union who are eligible for membership, but have declined membership in writing. This provision shall be consistent with the New Jersey State Statute, and shall remain in effect as long as the Statute is law. The union agrees to indemnify the employer for any and all actions from the collection of the dues deduction.

Section 3. The Borough shall deal with the designated representative of the

bargaining unit in all matters relating to grievances and interpretation of this agreement. The name of the designated representative of the bargaining unit shall be provided in writing to the Borough immediately upon the execution of this agreement and the bargaining unit shall notify the Borough within two (2) weeks of any changes of such designated representative.

ARTICLE II - GRIEVANCE PROCEDURE

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

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

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

Step 3. The final step will be a review of the grievance by the Mayor and Council if requested in writing by the employee or the employee's designated representative within three

(3) working days after receiving the report from the Borough Administrator. The Mayor and Council will schedule a meeting on the grievance as soon as the meeting can be arranged. The decision of the Mayor and Council is final.

The time limits expressed herein for filing a grievance shall be strictly adhered to. Failure of an aggrieved employee to pursue the grievance to the next step in accordance with the time limits set forth herein shall constitute abandonment of the grievance unless both parties agree to an extension of time.

Step 4. The Union may request non-binding arbitration after receiving a decision from the Mayor and Council on the grievance. Said request must be made within ten (10) working days after the Mayor and Council's decision on the grievance. Failure to request arbitration in accordance with the time limits set forth herein shall render the Mayor and Council's decision as final.

The right of arbitration shall extend only to grievances arising out of the Agreement and not to any discipline imposed on a member. The arbitrator shall be chosen through and in accord with the Rules of the New Jersey Mediation Service and the expense of the arbitrator shall be borne equally by the bargaining unit and the employer. The arbitrator's authority shall extend to interpretation of the provisions in this Contract alone, and the arbitrator does not have the authority to add to, modify, or amend any provisions of this Agreement in any way, or to create new terms or conditions of employment. The final decision rests with the Mayor and Council.

In making a final decision the Mayor and Council may consider the arbitrator's decision but is not bound by it. Within 60 days after the arbitrator's decision the Mayor and Council will notify the bargaining unit as to whether it has decided to accept, reject, or modify the arbitrator's decision.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but not limited to the following rights:

- A. The executive management and administrative control of the Borough, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
- B. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.
- C. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Borough.
- D. To hire, promote, transfer, assign, or retain all employees and/or change job contents or duties of any classification.
- E. To set rates of pay for temporary and/or per diem employees.
- F. To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
- G. Nothing contained herein shall prohibit the Borough from contracting out any

work and/or entering into individual agreements or shared services.

- H. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
- I. The Employer reserves the right to all other conditions of employment not reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough involved.

Section 2. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

Section 3. To recall employees with no advance notice for emergency situations such as snowstorms, sewer backups, flooding conditions, windstorms, fires, disasters of any kind, civil disorder or any declaration of a state of emergency by the Mayor or the Borough Administrator of the Borough of Tenafly.

ARTICLE IV - COMPENSATION

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

- (a) Effective as of January 1, 2020 thru December 31, 2020, a one and three-quarters percent (1.75%) increase in salaries at all steps—Retroactive to 1-1-20.
- (b) Effective as of January 1, 2021 thru December 31, 2021, a one and three-quarters percent (1.75%) increase in salaries at all steps—Retroactive to 1-1-21.
- (c) Effective as of January 1, 2022 through December 31, 2022, a one and three-quarters percent (1.75%) increase in salaries at all steps—Retroactive to 1-1-22.
- (d) Effective as of January 1, 2023 thru December 31, 2023, a two percent (2%) increase in salaries at all steps.

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

Section 2. Employees hired prior to January 1, 2017 who are in the step system shall be eligible to advance to the appropriate step as per the increases reflected on Appendix A-1 every January 1st. Employees hired after January 1, 2017 will be eligible to advance to the appropriate step as per the increases reflected on Appendix A-1 on the 1st day of the month on which their anniversary date of hire occurs.

Section 3. The Mayor and Council may, upon the recommendation of the Director of

Public Works, deny a step increase for an employee due to the employee's unsatisfactory performance based on a written evaluation prepared by the Director and submitted to the employee and bargaining unit representative for review.

Section 4. The Mayor and Council may, in their sole discretion, place new hires as high as Step 3 based on experience and expertise.

Section 5. Every employee covered by this agreement shall possess a valid Commercial Driver's License (CDL) Class B, or higher. Newly hired employees must possess a CDL prior to their appointment. The Borough shall reimburse employees for the cost to renew their CDL and shall provide up to three (3) hours of time during regular working hours to renew said CDL in person at the Division of Motor Vehicles, if required.

Section 6. Any employee covered by this agreement whose regular duties involve parks maintenance shall be required to obtain and maintain a commercial pesticide applicator license with 3-A and 3-B certifications. The Borough will reimburse each employee for the annual license fee upon the submission of proof of renewal.

Section 7. In instances where an employee uses his personal vehicle for on-the-job transportation and where said use is authorized by the Director of Public Works, the Borough will reimburse said employee at the prevailing IRS rate.

Section 8. A regular full-time employee who is discharged, except in cases of retirement and disciplinary reasons, who has more than six (6) months of service shall be entitled to two (2) weeks advance notice or receive two (2) weeks' pay in lieu of notice.

ARTICLE V - ADMINISTRATION & RECORDS

Section 1. The Human Resources Department shall establish and maintain all personnel records of the employee.

Section 2. The Mayor and Council reserves the right to amend, change, interpret or eliminate any personnel policies concerning terms and conditions of employment, practices and rules whenever it appears to be in the best interest of the Borough to do so according to law.

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

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

Section 5. Only the Borough Administrator and the Director of Public Works may have access to any or all of the personal history files maintained by the Human Resources Manager, but only with the presence of the Human Resources Manager who is responsible for maintaining the files. Any employee may, at reasonable times and in the presence of the Human Resources Manager, examine his own personal history files.

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

ARTICLE VI - APPLICATION FOR EMPLOYMENT

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

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

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

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

Section 5. All new employees shall be made aware that the Borough expects two (2) weeks' notice of separation from the Borough. Any unused accumulated vacation time subject to carryover in Article XII and that is and not used by April 1 of the following year is forfeited if this notice is not given in writing by the employee to the Director of Public Works and the

Human Resources Manager.

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

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

ARTICLE VII – HOURS OF WORK

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

Section 2. Except as may be specifically set forth in this agreement, all employees shall start work at 7:00 a.m. and quit work at 3:00 p.m. prevailing time Monday through Friday or as business needs require with two (2) weeks' notice of said change but no later than 7:30 a.m. to 3:30 p.m.

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

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

Section 5. Employees are paid semi-monthly.

Section 6. A six (6) hour rest period will be allowed between the end of an emergency night work shift and the start of a regular shift for Driver/Laborers. There will be no additional time or other breaks. There will be no loss of premium pay due to the emergency night work shift. The six (6) hour rest period shall not apply to workers starting after 2:00 a.m. as part of their emergency night work shift. A food break will be allowed every four (4) hours

during the emergency work time. If an employee misses a meal because of emergency work, the Borough will provide a meal within a reasonable length of time.

Section 7. Employees who are required to work overtime and miss their regular meal period shall be reimbursed for reasonable meal expenditures up to an amount of \$15.00 per meal upon the submission of supporting receipts to the Director of Public Works. The Borough Administrator, in consultation with the Director of Public Works, has the authority to authorize any deviations from this procedure due to extraordinary circumstances or in an emergency.

Section 8. Attendance is a measure of performance. An employee who is unable to report for work or who will be unduly delayed in reporting must telephone his supervisor as far in advance of the starting time as possible. Failure to comply with this procedure may result in disciplinary action, including termination.

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

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

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

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

ARTICLE VIII - STANDBY

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

Section 2. From the date of signing of this Agreement, the weekend standby term is defined as the period between 3:00 p.m. Friday until 7:00 a.m. Monday for those employees who do not normally work those hours. The compensation for Driver/Laborers for the entire period of weekend standby starting from the date of signing of this Agreement shall be a flat rate of \$220.00.

Section 3. Employees on standby who are re-called during off duty hours-to perform unscheduled emergency work will be guaranteed payment of a minimum of two (2) hour's pay.

Section 4. An employee on standby for the weekend shall not be eligible to perform overtime work on a planned basis, unless there are no other employees available to perform the necessary overtime.

Section 5. An employee on standby must make himself available so that he can report to work as promptly as required for any emergency situation but, in any event, within forty-five minutes after being contacted. While on standby-duty, it is the employee's obligation to, at all times during the entire standby period, be available to be contacted by the Director of Public Works.

Section 6. No employee may refuse a weekend standby assignment without the permission of the Director of Public Works. Notification for weekend standby assignments shall be made by the Director of Public Works no later than Wednesday before the upcoming weekend

and will be rotated according to the equalization list so that all employees who do not normally work on a Saturday or Sunday are involved equally and with the intention of achieving equalization of earnings for each qualified employee scheduled for weekend standby over the course of the entire calendar year. If an employee assigned to weekend standby cannot fulfill his/her/their duty, then the employee may be replaced, at the discretion of the Director of Public Works, by the next employee on the equalization schedule.

ARTICLE IX - OVERTIME

Section 1. All overtime shall be authorized in advance by the Director of Public Works or the Supervisor of Public Works.

Section 2. Employees covered by this agreement shall be eligible for overtime at a rate of one and one half (1-1/2) times the hourly rate of the employee based upon the employee's annual base salary under the following circumstances:

- 1) For any work performed on Saturdays or on the regular weekdays prior to or after regularly scheduled work days.
- 2) For any work performed on a Friday on which a Saturday holiday is observed and on a Monday on which a Sunday holiday is observed.
- 3) For those employees whose regular duties require a different normal workday (such as at the recycling and convenience center, as a sweeper operator, or collecting recyclables), overtime compensation shall be paid at the same rate as aforesaid for hours worked in advance or immediately after the different normal workday assigned to said position. A workweek shall be considered thirty-five (35) hours.

Section 3. Employees shall be eligible for overtime at one and one-half (1-1/2) times the hourly rate as set forth above may elect to take time and one-half (1-1/2) off for one and one-half (1-1/2) or double time off for double time overtime work, as appropriate, instead of receiving overtime pay, and subject to scheduling the time off by the Director of Public Works or the Supervisor of Public Works. If such an arrangement is agreed upon, the Borough Administrator must be notified in writing by the Director of Public Works. The maximum limit on accrued compensatory time is 35 hours.

Section 4. Employees must take compensatory time off within twenty (20) weeks

from the occurrence and time off may be scheduled in increments of days, ½ days, or in hourly time slots at the discretion of the Director of Public Works or his designee.

- A. Effective upon signing of this contract a comp time bank of 35 hours will be implemented. Employees will be able to roll over a balance of hours accumulated and remaining in their comp time bank to the next year. However, any time rolled over from the employee's accumulated compensatory time bank must be depleted in full by **August 31st** of said year. Any employee who is unable to take his compensatory time within twenty (20) weeks of accrual or at the latest by August 31st shall submit an overtime voucher for payment for the overtime performed to the Director of Public Works.
- B. Utilization of compensatory time shall be subject to the limitation that not more than x number of employees, pursuant to the formula articulated in Article XII shall be permitted time off at the same time, except for emergency personal time off.

Section 5. Planned overtime will be equalized on an annual basis and on a departmental basis substantially as operations permit. An employee on standby shall not be eligible to perform overtime work on a planned basis unless there are no other employees available to perform the necessary overtime work.

Section 6. Adjustments in overtime equalization shall occur on planned overtime work so it will not be necessary to waste time polling and changing workmen to complete jobs in progress. Where possible, the employee who starts a project shall complete the project. When only part of a crew is to be retained, an effort shall be made by the supervisor to retain the full-time employees who have the least accumulated overtime hours. Exceptions to this would be where the Director of Public Works, at his discretion, deems it necessary to keep on an employee he feels is qualified to complete the job. Nothing herein, however, shall be deemed to guarantee

overtime to any employee or to the department as a whole since the employees recognize the duty of the Borough to minimize the overall cost to the taxpayers wherever possible.

overtime to any employee or to the department as a whole since the employees recognize the duty of the Borough to minimize the overall cost to the taxpayers wherever possible.

Section 7. Nothing in this agreement shall be deemed to prohibit the Mayor and Council from hiring temporary employees, part-time or seasonal employees for performing any services deemed necessary by the Director of Public Works. Temporary, part-time or seasonal employees, however, shall not be eligible for overtime unless the opportunity for said overtime is first offered to two permanent employees, unless an exception from this rule has been discussed in advance and approved by the authorized representative of the Unit.

ARTICLE X - SENIORITY

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

Section 2. Employment seniority for all employees covered by this agreement shall be based upon time accrued from continuous length of full-time service with the Borough. Position or title classification seniority begins from the time the employee obtains permanent appointment to his title or position classification.

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

Section 4. An employee shall automatically lose seniority rights in the event of:

1. Voluntary resignation; or
2. Discharge for just cause; or
3. Failure to be rehired within 60 calendar days; or
4. Failure to report to work for three (3) or more consecutive days without notification to the Supervisor or his designated representative.

ARTICLE XI - TRANSFERS

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

ARTICLE XII - VACATIONS

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

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

Section 2. All employees hired after January 1, 2016 shall be eligible under the following vacation schedule.

Less than 1 year	1 day per month
Completion of 1 year to completion of 5 years	10 days per year
Commencement of 6 th year to completion of 10 years	12 days per year
Commencement of 11 th year to completion of 15 years	15 days per year
Commencement of 16 th year	20 days per year

wmt 8/4/22

to completion of 25 years

Commencement of 26th year 25 days per year

Section 3. During the first calendar year of employment, a newly hired employee shall be entitled to earn one (1) vacation day for each one (1) month of service for utilization in the year following the successful completion of six months of the 12-month probationary period set forth in Article VI.

Section 4. Vacation leave for which an employee is eligible in any calendar year must be taken in the year it is accrued and cannot be carried over. However, in the event of extraordinary circumstances, for any vacation leave that cannot be utilized by an employee prior to the end of the calendar year, an employee may be permitted, with permission from the Borough Administrator, to carry over a maximum of five (5) vacation days until April 1st of the following year. Unused vacation days carried over to the following year is not subject to payout except in cases of resignation or retirement.

Section 5. Vacation requests for the year must be submitted by January 31st. Any vacation time not submitted by January 31st shall be assigned on a first come, first serve basis. If there is a conflict around the scheduling of vacation time, preference will be given to the employee with the greater length of service with the Borough.

Vacation requests made after January 31st must be submitted two weeks prior to the requested time off. All vacation time is subject to approval of Director of Public Works or his designee under the following formula:

January 1 through March 2 rd	4 men off for any reason
April 1 through June 30 th	6 men off for any reason
July 1 through August 30 th	8 men off for any reason

November 1 through December 31st 3 men off for any reason

Not more than one (1) employee assigned to parks maintenance duties shall be permitted to take vacation leave between March 15th and May 30th or between September 1st and November 30th. At no time will more than eight (8) employees be off from work for any reason.

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

Section 7. A vacation may not be waived by an employee and vacation pay received in lieu thereof.

Section 8. Borough-observed holidays will not be counted as a vacation day.

Section 9. If an employee becomes ill or injured before leaving for a scheduled vacation, the employee's vacation may be rescheduled. If an employee becomes ill or injured while on vacation, any absence due to said illness or injury will be considered to be vacation time unless it is of eight or more calendar days duration in which case the following is applied:

(a) The employee's vacation will be deemed to have ceased with the first day of illness or injury; he will be placed on sick leave as of the first day. When such employee has recovered sufficiently to be able to resume his duties he may, with appropriate approvals, either continue his vacation or take the balance of his vacation, the provisions of paragraph next shall apply.

(b) If an employee on sick leave approaches the end of the calendar year without having taken and without being able to take all of the vacation for which he is eligible, that period of time equal to the vacation

for which he is eligible and which he has not taken will be designated as vacation. For that period of time he will receive full vacation pay.

Section 10. During the last year of service an employee's eligibility for vacation time as per the applicable schedule set forth above will be prorated through the effective date of resignation, retirement, or termination.

ARTICLE XIII - HOLIDAYS

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

- | | |
|---------------------------------|--|
| New Year's Day | Columbus Day/Indigenous |
| Martin Luther King Jr. Birthday | Persons Day |
| President's Day | Veteran's Day |
| Good Friday | Christmas Day |
| Memorial Day | Day After Thanksgiving |
| Thanksgiving Day | Easter (Recycling & Convenience Center only) |
| Presidential Election Day | |
| Independence Day | Juneteenth |
| Labor Day | |

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

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

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

by the Borough of Tenafly; and not the Federal or State governments.

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

ARTICLE XIV - PERSONAL DAYS

Section 1. Each permanent full-time employee shall be entitled to six (6) personal days off each year. In the event the six (6) personal days are not utilized before December 31st, a maximum of two (2) days may be carried over and taken before April 1st of the following year. Employees hired after January 1, 2011 shall be entitled to three (3) personal days per year.

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

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

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

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

ARTICLE XV - INSURANCE, HEALTH & WELFARE

Section 1. All full-time employees will receive a health plan of the employee's choice under those offered to local government employers by the New Jersey State Health Benefits Program, or its equivalent for themselves and their eligible dependents. The employer reserves the right to change insurance carriers so long as substantially similar benefits are provided. Employees shall be required to contribute to his/her medical and hospitalization benefits at the year 4 rates in accordance with New Jersey State Law, Chapter 78 (P.L. 2011).

Section 2. All full-time employees shall receive coverage under the Borough's dental plan (Delta Dental Insurance or its equivalent) for themselves and their eligible dependents. The Borough pays for all premiums associated with the dental plan.

Section 3. The Borough will also contribute toward a retired member's cost to maintain medical insurance coverage for the employee and spouse who are enrolled in the State Health Benefits Plan immediately prior to retirement, but only for those employees retiring with at least twenty-five (25) years of service with the Borough as a full-time regular employee and having reached the age of fifty-five (55). In the event the retired employee dies leaving a surviving spouse, said spouse may elect to continue coverage as provided herein with the Borough reimbursing sixty-four percent of the surviving spouse's premium cost in accordance with the limitations herein and until the spouse is covered by Medicare or reaches the age of 65. Employees hired after October 24, 2017 will not be eligible for retiree health coverage.

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

Section 5. All regular full-time employees are entitled to receive Group Life

Insurance coverage in the amount of Five Thousand (\$5,000.00) Dollars with a double indemnity clause.

Section 6. The Borough agrees to maintain Workers' Compensation Insurance as required by statute.

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

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

ARTICLE XVI - BEREAVEMENT LEAVE

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

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

Section 3. Reasonable verification of the event may be required.

ARTICLE XVII - JURY LEAVE

Section 1. Should a full-time employee be called to jury duty, either petit or grand, on County, State or Federal level, the Borough shall afford time off and payment to employees in accordance with N.J.S.A. 2B:20-16.

ARTICLE XVIII - LEAVE OF ABSENCE

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

ARTICLE XIX - FAMILY LEAVE

Leave shall be applied in accordance with any applicable laws, and if granted, will run concurrent with any sick, vacation or personal time required to be used by an employee pursuant to the Borough's current Policies and Procedures Manual and/or subsequently adopted manual.

Section 4. Employees must use sick and vacation, and personal time concurrently with the family leave.

Section 5. Employees must provide at least thirty (30) days' notice for such foreseeable medical leave or notification as soon as practicable for unforeseeable leave.

ARTICLE XX - UNIFORMS

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

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

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

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

Section 4. The Borough will reimburse each full-time employee up to two hundred (\$200.00) dollars towards the purchase of work shoes.

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

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

ARTICLE XXI - SICK LEAVE

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

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

<u>Continuous Service</u>	<u>Salary Continuation Period</u>
Less than 1 month	None
At least 1 month but less than 2 months.....	5 working days
At least 2 months but less than 1 year.....	10 working days
At least 1 year but less than 2 years.....	20 working days
At least 2 years but less than 3 years.....	30 working days
At least 3 years but less than 4 years.....	40 working days
At least 4 years but less than 5 years.....	50 working days
At least 5 years but less than 6 years.....	60 working days
At least 6 years but less than 10 years.....	70 working days
Ten (10) years and over.....	130 working days

Section 3. All employees hired after January 1, 2016 shall be entitled to the following salary continuation during periods of sick leave:

0-1 month	None
1-6 months	3 days
6 months to 1 year	5 days
1 to 5 years	10 days
5 years to 10 years	20 days
10 to 15 years	30 days

15 to 20 years 40 days

20+ years 60 days

Section 4. "Continuous service" is defined as the period of time from the date of employment until the date that service is interrupted by the illness or injury.

Section 5. Employees hired after January 1, 2016 shall be permitted to carry over five (5) unused sick days to the following year ("carry over year") and banked in a sick time bank not to exceed a total of thirty (30) sick days in any given year for use for the same or for separate and unconnected injuries or illnesses. Sick leave provided herein is not entitled to payout upon separation of employment with the Borough.

Section 6. The Union hereby waives all aspects of the Earned Sick leave law by entering into this alternative arrangement for sick leave in this Agreement.

Section 7. A medical certificate by a health care professional or other appropriate documentation covering any period of sick leave for three (3) or more consecutive days may be required by the Director of Public Works/Human Resource Manager, or Borough Administrator. If such documentation is required, it is to be presented by the employee to the Human Resources Manager within seven (7) working days of the request and/or date of foreseeability of the leave.

Section 8. In any case of salary continuation, the employee's salary will be reduced by the amount of any loss of time payments to which he may be entitled under any Worker's Compensation claim.

Section 9. An employee is eligible for salary based upon the length of his continuous service at the time the sick leave commences. A person who is on temporary employment at the time his sick leave commences will not be eligible for salary continuation even though such person may later be deemed to be in non-temporary employment for the effective date of his initial employment.

Section 10. Extended Sick Leave: Prior to application for an extended sick leave, all earned sick, vacation and personal days must be expended or committed toward the employee's sick leave. It is understood that an automatic extension of thirteen (13) weeks will be added to the normal sick leave provisions in the event of a "terminal illness" to the employee. Satisfactory documentation must be provided in all such cases to the Mayor and Council prior to approving such a leave.

ARTICLE XXII - WORKER'S COMPENSATION

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

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

- (a) During the first seven (7) days of disability the Borough shall pay the disabled employee's normal salary.
- (b) After seven (7) days, payment by Worker's Compensation will normally begin. The Borough will continue to pay the employee at the regular earnings rate and the employee shall forward to the Borough Treasurer any Worker's Compensation payments received during the disability period.
- (c) Worker's Compensation will continue for as long as allowed under existing law and coverage but not longer than when it has been determined by the Borough's Workers' Compensation Insurance carrier that maximum medical benefit has been attained.
- (d) The Borough's contribution to paid temporary disability leave shall not extend beyond the period of one (1) year from the date of initial disability absence and shall not be counted against personal sick leave pursuant to

N.J.S.A. 40A:9-7.

- (e) The Borough reserves the right to require medical examination by a physician at any time during an employee's absence and may require a letter of fitness to work before allowing the employee to return to work.

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

XXIII - LONGEVITY PAY

Section 1. In addition to the base salary scale, each regular full-time employee hired prior to January 1, 2011 shall receive longevity compensation computed at one (1%) percent of their respective annual base salary for each two (2) years of completed service during their first twenty-four (24) years of service. After twenty-four (24) years, one-half (1/2%) percent of their base salary for the twenty-fifth year to a maximum of twelve and one-half (12-1/2%) percent after twenty-five (25) years of service. All longevity will no longer be paid on the anniversary date but rather on the first of the month for which the anniversary date occurs. Employees hired after January 1, 2011 are not afforded longevity.

XXIV - TERMINAL LEAVE

Section 1. The terminal leave plan for employees who terminate their service with the Borough shall be calculated as follows: 12.5% of their final year's annual base salary plus longevity upon completion of fifteen (15) years of service with the Borough as a full-time employee; and an additional 2.5% for each full year of service after fifteen (15) years' service to a maximum of seventy-five (75%) percent of their last year's annual base salary plus longevity after forty (40) years of service as a full-time employee of the Borough. Employees hired after January 1, 2011 shall not be eligible for this benefit. In the event of death, payout shall be in accordance with N.J.S.A. 34:11-4.5.

ARTICLE XXV - SUBSTANCE ABUSE PROGRAM

The Borough agrees to follow all federal and state laws for drug and alcohol testing of commercial driver licensed employees, including but not limited to those contained in 49 CFR Part 382 and 49 CFR Part 40, and as set forth in the Borough's CDL Drug and Alcohol Testing Policy located in the Human Resources Department.

ARTICLE XXVI - PERSONNEL MANUAL

Section 1. Attached hereto and made a part hereof is the Personnel Manual of the Borough of Tenafly, as approved by the Mayor and Council on October 19, 2021 or as subsequently modified, which shall be binding upon the parties hereto. Any provisions in this agreement inconsistent with the provisions in the Manual shall take precedent and be binding upon the parties.

ARTICLE XXVII - MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that, during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee for his/her position, or stoppage of work, or absence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

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

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

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer, and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by Union members or the employer.

ARTICLE XXVIII- FULLY BARGAINED

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**APPENDIX A-1
SALARY SCHEDULES
(DRIVER LABORER)**

Step	Hired After 12/15/04			
	2020	2021	2022	2023
1	38,780	39,459	40,149	40,952
2	43,254	44,011	44,781	45,677
3	47,729	48,564	49,414	50,402
4	52,203	53,116	54,046	55,127
5	56,680	57,672	58,681	59,855
6	59,747	60,792	61,856	63,093
7	62,925	64,026	65,147	66,450
8	65,879	67,032	68,205	69,569
9	68,946	70,152	71,380	72,808
10	72,012	73,272	74,554	76,045
11	86,014	87,520	89,051	90,832

ARTICLE XXIX - DURATION

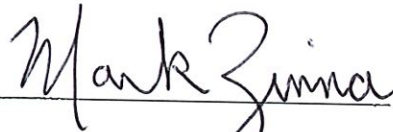
Section 1. This agreement shall be effective January 1, 2020, except as otherwise provided herein, and shall expire December 31, 2023.

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

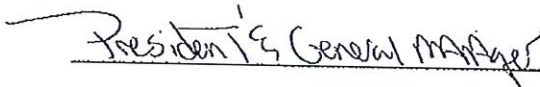
ATTEST:

BOROUGH OF TENAFLY

LOCAL 342, LONG ISLAND PUBLIC
SERVICE EMPLOYEES, UNITED
MARINE DIVISION, INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION


MAYOR


Name:
Title:



ATTEST:


Borough Clerk

ATTEST:
