AGREEMENT BETWEEN

THE BOROUGH OF NORTHVALE

AND

TEAMSTERS LOCAL 125

DATED: January 1, 2022

EXPIRES: December 31, 2026

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PREAMBLE

THIS AGREEMENT, entered into this____day of _____, 2022 by and between the BOROUGH OF NORTHVALE, in the County of Bergen, A Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and Local 125 Teamsters, hereinafter called the "Union".

ARTICLE I
RECOGNITION

The Borough recognizes Teamsters Local 125 as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment with respect to all regular full-time employees of the D.P.W., except the Superintendent.

ARTICLE II
MANAGEMENT RIGHTS

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

To the executive management and administrative control of the Employer Government and its properties and facilities and the activities of its Employees;

To hire all Employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees;

To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law, all of which are subject to any limiting provision in this Agreement.

Nothing contained herein shall be construed to deny or restrict the Employer of his rights, responsibilities and authority, under R.S. 11,40 and 40A or any other national, state, county or other applicable laws.

The Employer agrees that all benefits, terms and conditions of employment relating to the status of Employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, practice, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE III
NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

All references in this Agreement to the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE IV
ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Borough agrees that it will not enter into any collective negotiations Agreement with any organization other than the Local 125 Teamsters with regard to the employees covered in Article I, Recognition, so long as it continues to represent such employees during the Terms of this Agreement.

The Union shall be responsible for acquainting its members with the terms and provisions of this Agreement, and shall make every reasonable effort to secure compliance by its members with those terms and conditions.

The Union business agent and/or his representatives previously designated by the Union shall be admitted on the premises of the Borough for Union business, and can raise with the Borough any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. These actions by Union business agent and/or representatives shall be only during regular business hours and upon prior notice to the Superintendent.

The Union may designate two (2) employee representatives who can raise with the Borough any questions concerning the enforcement and applicability of the Agreement, and all terms and conditions of employment. The Union shall furnish to the Borough in writing within thirty (30) days of the date of the signing of this Agreement the names of the representatives and notify the Borough of any changes within (30) days after said change is made.

The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle grievances, when requested by the Superintendent, and to attend all meetings and conferences on collective negotiations with Borough officials when such meetings or conferences are scheduled by the Borough. All other investigation shall be on their own time.

ARTICLE V
DUES DEDUCTION AND INITIATION FEE

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues and initiation for the Union.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, oran official notification on the letterhead of the Union advising of such changed deduction.

C. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the Union advising of such changed deduction.

D. A written dues authorization may be withdrawn in accordance with N.J.S.A. 52:14-15 9e as amended, or may be amended. Initiation fee for new hires will be one (1) week gross salary. All new employees who have worked thirty one (31) days will become a member of the Union. The initiation fee shall be deducted by the Borough,as per Section A. and B. above. Initiation will be paid in four (4) equal monthly payments.

E. The Borough agrees to remit to said Union all such deductions monthly for which such deductions are made. The Borough shall deduct dues from the employee's vacation payments for employees who are on vacation during the week in which the Union dues deduction would otherwise be made.

F. Where an employee is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the Borough shall deduct dues and initiation fees from the next earnings check of the employee. The Borough shall submit with each dues remittance, a report, listing all seniority employees alphabetically and the amount of dues and initiation, if any, deducted for each employee.

G. Seasonal and part time employees can work no more than one hundred and twenty (120) days in one calendar year and are exempt from dues and initiation fees.

Except in case of emergency or in the event of performance of an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week, to a maximum of 120 days in any calendar year, the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on temporary lay-off due to a reduction in force. If regular, permanent employees are laid off, seniority will cease after 9 consecutive months.

ARTICLE VI
PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of one year from the date of hire in any capacity. During this probationary period, the Borough reserves the right to terminate the probationary period for reasons of inefficiency or misconduct or any other good cause. A probationary employee so terminated shall not have recourse for the probationary period set forth in this Agreement.

ARTICLE VII
SENIORITY

SENIORITY - Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire.

SENIORITY LIST - A seniority list shall be made available to the Union twice a year - January 1 and July 1, showing the date of hire and rank or last date of rehire of all employees in the bargaining unit by the Borough Clerk's office.

Seniority shall prevail in all matters where a preference may be established, such as, without limiting the generality of the foregoing, economic layoff and recall vacation choices. The person or persons last hired shall have the last preference. Employees who are laid off will be eligible for recall up to a maximum of 9 months from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within forty-eight (48) hours of this notice of recall which shall be by regular mail or mailgram, addressed to the employees latest address in the employers files, a copy of which shall be mailed to the union.

An employee shall on the date worked immediately following the successful completion of the probationary period be considered to have seniority as of the date of hire.

ARTICLE VIII
DISCIPLINE

Discipline of an employee shall be imposed only for cause. Discipline under this Article means oral or written reprimand, fine, suspension, reduction in grade or dismissal from service, based on the personal conduct or performance of the employee involved.

In all matters where disciplinary action is contemplated, the Borough shall supply forthwith the employee and the Union office with the charges.

Upon charges being brought against an employee, the employee and Union office shall be immediately supplied with the charges and any written documentation submitted.

ARTICLE IX
GRIEVANCE PROCEDURE

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the interpretation, application or enforcement of any provision of this Agreement, or involve disciplinary matters. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the DPW Superintendent.

DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation of this Agreement, or involve disciplinary matters, by an individual or the Union on behalf of an individual or group of individuals.

STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE

An aggrieved employee of the Union shall institute action under the provisions hereof within five work days of the occurrence of the grievance by filing a written grievance with the immediate Supervisor of the aggrieved employee. An earnest effort shall be made to settle the differences between the aggrieved employee and the Borough, through their immediate supervisor.

STEP TWO

In the event the grievance has not been resolved through Step One, then within ten (10) days following the determination of the immediate supervisor, the employee of the Union, may submit the matter in writing to the Personnel Committee of the Borough Council.

The Personnel Committee shall review the matter and make a written determination within 20 days from the receipt of the grievance.

STEP THREE

If the grievance is not settled through Steps One and Two, the Union or the aggrieved employee may refer the matter to the Mayor and Council within ten (10) days after the time period for determination by the Personnel Committee has expired. The decision of the Mayor and Council

shall be rendered not later than thirty (30) days from the date of closing the hearing.

STEP FOUR

Within thirty (30) days after the decision of the Mayor and Council, the Union may submit any unresolved matter for arbitration, including disciplinary action which results in suspension of more than thirty (30) days or dismissal. The arbitrator shall be selected under the rules and procedures of the New Jersey State Board of Mediation. The award of the arbitrator shall be final and binding upon the parties. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union.

ARTICLE X
AGENCY SHOP AGREEMENT

REPRESENTATION FEE

The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Union. At the present time, it is agreed by and between the parties to this Agreement that eighty five (85%) percent of the Union dues of an employee represents a fair share fee. However, both parties understand that a fair share assessment notice may be furnished to the Borough by the New Jersey Public Employment Relations Commission, and in that event, that percentage will control.

PAYMENT OF FEE

Payment of the fee shall be made in the same manner at the same time of payment of the Union dues.

MISCELLANEOUS

The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share fee information furnished by the Union, or its representatives.

ARTICLE XI
MAINTENANCE AND WORK OPERATIONS

During the terms of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slow-down, or other job action but shall not be liable for unauthorized action of employees covered by this Agreement.

No lockout of employees shall be instituted or supported by the Borough during the term of this Agreement.

ARTICLE XII
BEREAVEMENT LEAVE

Employees shall be granted three (3) days leave with pay upon the death of spouse, children, parents, brothers and sisters and grandparents. Employees shall be granted two (2) days leave with pay for the death of all in-laws including: father, mother, brother, sister, son and daughter. In addition to the days permitted with pay for the death of the above, employees will be permitted up to five (5) days additional leave, which shall be charged to vacation time. This time can be extended with the written consent of the superintendent taking into consideration the needs of the department.

ARTICLE XIII
MILITARY LEAVE

Military leave for Officers serving or training with the National Guard or the Armed Forces of the United States will be granted in accordance with Federal and State laws applying to such cases.

ARTICLE XIV
PERSONNEL FILES

Established personnel files are confidential records which shall be maintained under the direction of the DPW Committee or its designee.

Employees covered under this Agreement may review any written evaluation reports or written complaints which may be contained in his personnel file.

Whenever a written complaint from the Mayor and Council of any person in a supervisory role concerning an employee is placed in his personnel file, a copy shall be furnished to him and he shall be given the opportunity to rebut same in writing, if he so desires.

An employee may date and initial documents in his file when reviewing his file. If an employee elects to date and initial his file, he shall date and initial all documents in his file.

ARTICLE XV
BULLETIN BOARDS

The Borough shall permit the Union to maintain a bulletin board to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the **DPW** Committee with a covering letter authorizing the posting of such notice, and signed by an officer of the Union, over the seal of the Union organization. The board will be located in the DPW garage at a mutually agreeable location.

ARTICLE XVI
SUBCONTRACT

The Employer prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work, which does or may result in layoff of members of the unit, agrees to notify the Union for purpose of full and complete discussion of the employer's proposal so that the Union may present suggestions or discussion so as to avoid layoff.

ARTICLE XVII
STANDBY PAY

For the entirety of this contract employees shall be receive standby pay in the amount of $215/day when required to be on standby duty.

It is understood that standby assignments will be given on a rotating basis for all men within the unit. Any employee may object to or refuse standby pay. In the event they all refuse, the Borough shall have the right to assign an employee to work. Standby shall be utilized for weekends and holidays.

Any employee on standby shall make himself available so that he can report to work within thirty (30) minutes after being contacted. If an employee is called out to work from standby, he shall receive a minimum of two hours pay. Any employee called out on standby shall be paid at the overtime rate.

ARTICLE XVIII
BASE ANNUAL SALARY 2022 - 2026

D.P.W. WORKERS BOROUGH OF NORTHVALE

The base annual salaries of all Employees covered by this Agreement shall be set forth in Appendix "A". Employees shall receive the following wage increase for each year of this Agreement:

Effective 1/1/2022 - 2.5%
Effective 1/1/2023 - 2.5%
Effective 1/1/2024 - 2.5%
Effective 1/1/2025 - 2.5%
Effective 1/1/2026 - 2.5%

The base annual salary for the period covered by this Agreement shall be deemed retroactive to January 1, 2022 regardless of the date of execution of this Agreement and any moneys due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

The increases referenced herein shall also apply to Foreman's pay and C2 licensing.

CDL Stipends shall be paid with the first payroll of each calendar year at a rate of $2,300.00 per year for the duration of the contract.

ARTICLE XIX
VACATIONS

A.1. Vacation allowance shall be set forth in Appendix C.1.

A.2. Vacation allowance for all new employees hired after 1995 shall be as set forth in Appendix C.2.

B. Employees shall notify employer on or before February 15, of each year of the date they request vacation during the period of April 1, through October 15. Request shall be granted by the Supervisor on a basis of seniority unless some other need of the department overrides this. No employee on vacation shall be called into work except in cases of extreme emergency confronting the Borough. If the employee iscalled into work, he shall receive overtime rate pay. One employee per year may take his vacation at a time, other than that specified in the contract.

C. Any exception to Paragraph B above will require written approval of the DPW Superintendent and DPW Council Liaison.

D. Any request for vacation made after February 15, for the period of April 1 through October 15, of that year shall be at the discretion of the Superintendent.

E. Vacations during the period of October 15, through April 1, may be granted pursuant to the provisions stated above. An employee granted such vacation must be available for one-half (1 /2) hour call back.

F. Winter vacations may be granted to one (1) employee not included in items D or E, providing the total staff is reduced by that number (1).

G. Employees shall be required to give forty-eight (48) hours notice to the Superintendent of their intention to use a vacation day. Where an employee needs time off for reasons other than medical illness and cannot give forty-eight (48) hours notice, he shall utilize a personal day, not a vacation day. In the event an employee needs time off for reasons other than medical illness and has already exhausted his annual allotment of personal leave, the Superintendent may waive this notice requirement, provided the employee can articulate, in writing, a legitimate reason why he was incapable of giving the required notice in this instance. Where possible, the employee shall produce documentation to support his claim of necessity for waiver of the notice requirement (e.g., production of receipt if emergency work being done at employee's home). The Superintendent shall exercise this discretion in good faith.

ARTICLE XX
PERSONAL DAYS

Each employee shall have four (4) personal days plus one "floating" day per year.

ARTICLE XXI
HOLIDAYS

Effective January 1, 2006, the aforementioned holiday schedule shall be applicable. To be eligible, employees must work the day before and the day after a holiday.

New Year's Day
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
One Floating Holiday

Floating holiday may not be used the Wednesday before Thanksgiving or the Monday after.

ARTICLE XXII
CLOTHING ALLOWANCE

Employees shall receive an annual clothing allowance of $2,000.00.

The clothing allowance shall be paid by separate check in 2 (two) equal installments. The 1st (first) payment shall be in the 1st (first) pay period of each year and the 2nd (second) payment shall be during the 1st (first) pay period in July of each year.

ARTICLE XXIII
SICK LEAVE

Sick leave shall be granted in accordance with Appendix "D" attached.

ARTICLE XXIV
WORK BREAKS

Employees shall be permitted two (2) work breaks per work period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon. The time shall be determined by the Superintendent and shall be broken into the first half of the day and the second half of the day.

ARTICLEXXV
OVERTIME PAY

Employees shall receive overtime pay of time and one-half (1 1/2) the regular pay.

Employees shall earn overtime when they have worked more than 40 hours during any work week or as required under any other section of this Agreement.

Employees who work sixteen (16) or more hours straight shall be paid in the following manner:

First eight (8) hours at employee's regular rate.
The next eight (8) hours or more of work at time and one-half (1 1/2) rate.
The completion of sixteen (16) or more hours of work, eight (8) hours of rest at regular rate.

Effective upon execution of the contract, all Employees shall be compensated at double time the Employee's hourly rate of pay for all work performed on Sundays and Holidays. In addition, all overtime work performed after 4 consecutive hours shall be compensated at the rate of double time the Employee's hourly rate of pay.

ARTICLE XXVI
HOSPITALIZATION AND HEALTH INSURANCE

The Borough shall provide to all employees covered by Article I, the Borough's Major Medical Plan, as well as the Dental Coverage Plan that the Borough has in effect for other Borough employees. It is agreed that should the Borough decide to change carriers and/or become self-insured, it may do so providing the total package is equal or superior to the one existence.

Employees shall contribute to the cost of their health insurance premiums at the percentage levels, based on salary, set forth in N.J.S.A. 52:14-17.28c. Notwithstanding the particular salary of any employee, during the term of this contract, the maximum health insurance premium contribution paid by any employee shall be capped as follows:

Family Coverage: 20%
Child or Spouse Coverage: 24%
Individual Coverage: 30%

For example, an employee with individual coverage that makes $69,000 shall contribute 29% of the cost of his healthcare premiums, as per N.J.S.A. 52:14-17.28c. However, if that employee's salary rises to $70,000, he shall contribute the maximum of 30% provided in this Agreement, despite the fact that N.J.S.A. 52:14-17.28c would require him to contribute 32% in this instance.

It is understood that if the existing programs are changed by the insurance carriers, such changes shall be binding upon both parties, who shall continue to share the cost of these premiums as set

forth above.

ARTICLE XXVII
SEPARABILITY AND SAVINGS

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 deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVIII
DURATION

This Agreement shall be in full force and effect as of the date of signing and shall remain in effect to and including December 31, 2026 This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other give notice, in writing, of its desire to terminate, modify, or amend this Agreement. Such notice shall be given no sooner than one hundred thirty five (135) days prior to the expiration of this Agreement.

The terms of this Agreement shall be in full force and effect from January 1, 2022 to December 31, 2026.

IN WITNESS WHEROF, the parties have hereunto to set their hands and seals the day and year first above written.

ATTEST:

Borough of Northvale

Patrick Marana, Mayor

ATTEST

Teamsters 125

11/8/2021

David Raunann, President

APPENDIX "A.1"

DEPARTMENT OF PUBLIC WORKS SALARY SCHEDULE
EMPLOYEES HIRED BEFORE JANUARY 1, 1995

	2022
Less than 1 Year of Service	44,148.46
Beginning 2nd Year of Service	69,105.15
Beginning 3rd Year of Service	77,232.19
Beginning 4th Year of Service	85,359.24
Working Foreman Differential	9,432.54
C-2 License	717.50

	2023
Less than 1 Year of Service	45,252.17
Beginning 2nd Year of Service	70,832.78
Beginning 3rd Year of Service	79,163.00
Beginning 4th Year of Service	87,493.22
Working Foreman Differential	9,668.36
C-2 License	735.44

	2024
Less than 1 Year of Service	46,383.48
Beginning 2nd Year of Service	72,603.60
Beginning 3rd Year of Service	81,142.07
Beginning 4th Year of Service	89,680.55
Working Foreman Differential	9,910.06
C-2 License	753.82

	2025
Less than 1 Year of Service	47,543.06
Beginning 2nd Year of Service	74,418.69
Beginning 3rd Year of Service	83,170.62
Beginning 4th Year of Service	91,922.57
Working Foreman Differential	10,157.82
C-2 License	772.67

	2026
Less than 1 Year of Service	48,731.64
Beginning 2nd Year of Service	76,279.16
Beginning 3rd Year of Service	85,249.89
Beginning 4th Year of Service	94,220.63
Working Foreman Differential	10,411.76
C-2 License	791.99

APPENDIX "A.2"

DEPARTMENT OF PUBLIC WORKS SALARY SCHEDULE
EMPLOYEES HIRED AFTER JANUARY 1, 1995

	2022
Less than 1 Year of Service	48,754.98
Beginning 2nd Year of Service	57,235.06
Beginning 3rd Year of Service	69,104.96
Beginning 4th Year of Service	77,232.20
Beginning 5th Year of Service	85,359.24
Working Foreman Differential	9,432.54
C-2 License	717.50

	2023
Less than 1 Year of Service	49,973.85
Beginning 2nd Year of Service	58,665.93
Beginning 3rd Year of Service	70,832.58
Beginning 4th Year of Service	79,163.01
Beginning 5th Year of Service	87,493.22
Working Foreman Differential	9,668.36
C-2 License	735.44

	2024
Less than 1 Year of Service	51,223.20
Beginning 2nd Year of Service	60,132.58
Beginning 3rd Year of Service	72,603.40
Beginning 4th Year of Service	81,142.08
Beginning 5th Year of Service	89,680.55
Working Foreman Differential	9,910.06
C-2 License	753.82

	2025
Less than 1 Year of Service	52,503.78
Beginning 2nd Year of Service	61,635.90
Beginning 3rd Year of Service	74,418.48
Beginning 4th Year of Service	83,170.63
Beginning 5th Year of Service	91,922.57
Working Foreman Differential	10,157.82
C-2 License	772.67

	2026
Less than 1 Year of Service	53,816.37
Beginning 2nd Year of Service	63,176.79
Beginning 3rd Year of Service	76,278.94
Beginning 4th Year of Service	85,249.90
Beginning 5th Year of Service	94,220.63
Working Foreman Differential	10,411.76
C-2 License	791.99

APPENDIX "B"
LONGEVITY

A. Effective January 1, 1997, the following longevity schedule shall be applicable to all employees hired before January 1, 1995:

2% of the base annual pay after 5 years of service

4% of the base annual pay after 9 years of service

6% of the base annual pay after 13 years of service

8% of the base annual pay after 17 years of service

10% of the base annual pay after 21 years of service

Longevity shall be paid in two installments with the 1st pay check in July and the 1st pay check in December of each year and it is not to exceed $7,500.00 in any one year.

B. Effective January 1, 1995, longevity pay will no longer be granted to any employee hired after that date.

APPENDIX "C"

C.1 All employees are hereby eligible under the following vacation schedule:

If an Employee starts after July 15th, an Employee will receive 6 days vacation after January 1st of the following year.

After one (1) year of service	12 days
After six (6) years of service	15 days
After ten (10) years of service	16 days
After eleven (11) years of service	17 days
After twelve (12) years of service	18 days
After thirteen (13) years of service	19 days
After fourteen (14) years of service	20 days
After fifteen (15) years of service	21 days
After sixteen (16) years of service	22 days
After seventeen (17) years of service	23 days
After eighteen (18) years of service	24 days
After nineteen (19) years of service	25 days
After twenty (20) years of service	26 days

C.2 All employees hired after January 1, 1995 are hereby eligible under the following vacation schedule:

After one (1) year of service	10 days
After five (5) years of service	12 days
After ten (10) years of service	15 days
After fifteen (15) years of service	20 days

APPENDIX "D"

SECTION 1- DEFINITION

Sick leave shall be considered an absence from duty of any permanent employeebecause of illness, disease, accident or injury.

SECTION 2 - SICK LEAVE ALLOWANCE

A. Each permanent employee of the department shall be granted sick leave with pay of not more than twelve (12) working days each calendar year.

B. During the first six (6) months of employment, which is an employee's probationary period, he will be entitled to three (3) sick days. Sick Leave for the remainder of the calendar year, will be prorated at a rate of one (1) day sick leave for each full month of employment.

C. Because this sick leave policy is being instituted on January 1, 1973, an additional three (3) sick days for each (of from one to a maximum of five) year of prior continuous service will be allowed to each permanent employee. In the event an employee is hired on any date other than the first of the year, he will then be entitled to one (1) day's sick leave for each full four-month period of his first year of employment.

SECTION 3 - SICK LEAVE ACCUMULATION

A. All unused sick leave of any employee during continuous employment shall be accumulated to his credit from year to year unless the Employee choses to cash in up to 9 days of unused sick leave per calendar year. For example: If at the end of a given year the Employee has 10 days remaining from their annual allotment, it shall be the Employees option to either: (option 1) bank all 10 days or (option 2) bank 1 day and get paid (cash in) for 9 days. Payment for the "cash in" days shall be at 8 hours per day at the Employees regular straight time hourly rate of pay and payable in the last pay period of the current year. Employees hired after May 21, 2010 shall have no right to "cash in" sick days on an annual basis, as per N.J.S.A. 40A:9-10.4.

B. Sick leave shall continue to accumulate during the time an employee is on authorized: sick leave, work related sick leave, military leave, or vacation time; and such employee, upon approval of the department head, shall be entitled to such accumulated sick leave of absence with pay, if and when needed.

C. The accumulated sick leave shall not exceed 130 full working days for employees hired prior to January 1, 1995 and is capped at $15,000.00for employees hired after January 1, 1995.

D. After an employee has accumulated 130 sick days, he will continue to receive twelve (12) sick days a year, but at no time can the accumulated amount exceed 130 days for existing employees. An employee who leaves borough service, except for qualified retirement, forfeits all unused sick leave.

E. Upon notification of proper retirement under the state pension plan, a borough employee may apply for terminal leave to the extent of accumulated sick days. This notification must be made on the January 1st, preceding the first day of the start of the projected terminal leave.

SECTION 4 - CHARGES TO SICK LEAVE

A. In order to receive pay while absent on sick leave, the employee or member of his family shall notify the department head at least one (1) hour before the scheduled work period stating the nature of the sickness. An employee who shall absent himself without such notification will not only be charged with a sick day for each day absent, but will be subject to appropriate disciplinary action by the department head or the Mayor and Council.

B. Only days that an employee would have been required to work will be charged against sick leave. Provided the department head approves, sick leave shall be charged in an amount of one-half (1/2) days for hours off equal to one-half (1/2) or lessof the hours which an employee would have been required to work on the day he applied for sick leave.

C. An employee, upon approval of the department head, shall be entitled to accumulated sick leave of absence with pay, if and when needed. No sick leave with pay in excess of the leave accumulated to a perl!lanent employee's credit may be granted by the department head.

D. Any employee who shall have used all his accumulated sick leave may from time to time apply to the Council for consideration of an extension of sick leave with pay on a case-by-case basis and may grant such an extension for a definite period in accordance with the merits of each case, not to exceed thirty (30) working days. The employee shall submit to an examination by the town physician or such other physician as the Council shall designate to the Council that the employee is fit for duty, such extension of sick leave shall terminate. In no case shall an extension of sick leave exceed the period approved by the Council.

E. An employee who becomes ill or has an accident during his vacation maysubmit to the department head a statement from a physician certifying as to the true nature of the illness or injury. The department head, at his discretion, will decide how many days may be charged against sick leave and allow the employee to take and equivalent number of vacation days during the calendar year at a time which will not interfere with the vacation periods of other employees. Time off with pay granted by the department head in the event of death in the immediate family will not be charged against sick leave.

F. An employee who is injured on a second job or a part-time job or any other position will be allowed to use all or any part of his accumulated sick leave while he is unable to perform his normal duties for the Borough of Northvale. If he receives any compensation from another job where he was working, this will be used to reduce the pay he receives from the Borough of Northvale.

G. An employee of the Borough of Northvale, hurt or injured while performing an official drill or answering an alarm for the Northvale Volunteer Fire Department of the Northvale Ambulance Corps. will receive full pay for that period of time that he is unable to perform his duties as an employee; this time will not be charged against his accumulated sick leave. Payments made to such a member while on sick leave as compensation insurance shall be deducted from the amount to be paid the employee by the town during such time in which he is carried on the town's payroll.

SECTION 5 - MEDICAL CERTIFICATE

A. Employees absent for any period of two (2) or more consecutive working days may be required to submit a doctor's certificate of illness.

B. When it is reasonably presumed that an employee or a member of the immediate family is suffering from a contagious disease which might endanger the health of other employees of the department, then a medical certificate may be required from the Department of Health.

C. When an employee is on a prolonged absence (which is over 10 days) such employee shall submit to a physical examination by a physician designated by the municipality. Such physician shall report in writing concerning the fitness of the employee to work and when the employee is fit to work, his sick leave shall terminate. This Examination shall be at the expense of the municipality.

D. An employee on sick leave, when physically able, may be required by the department head to report once a week or visit the town physician if so ordered.

E. Failure of an employee to comply with any of the above requirements may result in forfeiture of his salary during the entire sick leave or other appropriate disciplinary action.

SECTION 6 - WORK RELATED SICK LEAVE

A. In case an employee is disabled; either through injury or illness resulting from or arising out of his employment, as evidenced by the certificate of the town physician or such leave for an initial period of thirty (30) days. Should further additional sick leave be necessary, an examination by the town physician or such other physician as the town shall designate will be used as to only basis for granting additional leave up to atotal of one (1) year with full pay. These examinations and additional leave will be at thirty (30) day intervals. The examining physician will be required to submit in writing a report after each examination on the sick or injured employee's condition. Payments made to such a member while on sick leave as compensation insurance shall be deducted from the amount to be paid the employee by the town during such time in which he is carried on the town's payroll. Such leave due to a work related disability will not be charged against an employee's sick time.