

BOROUGH OF OLD TAPPAN

DPW EMPLOYEES' ASSOCIATION

3 YEAR CONTRACT

JANUARY 1, 2025 TO DECEMBER 31, 2027

TABLE OF CONTENTS

1. Association Recognition	19. Paternity/Maternity Leave
2. Association Representatives	20. Workday, Work Week & Overtime
3. Date for Future Bargaining	21. Pensions
4. Employees' Basic Rights	22. Recall
5. Exclusivity of Association	23. Safety & Health
6. Existing Law	24. Seniority
7. Maintenance of Work Operations	25. Sick Leave
8. Preservation of Rights	26. Vacations
9. Savings Clause	27. Personal Days
10. Waiver	28. Uniforms, Laundry & Clothing
11. Discipline	29. CDL License Reimbursement
12. Bereavement	30. Work Incurred Injury
13. Driver's license	31. Retirement Incentive
14. Hourly Rate Determination	32. Death Benefits
15. Jury Duty	33. Applicability of Personnel Policy
16. Salaries and Longevity	34. Grievances
17. Medical Coverage	35. Term of Contract
18. Military Leave	

APPENDICES

Schedule A1 — Salaries and Wages (Employees Hired on or before December 31, 2015)

Schedule A2 — Salaries and Wages (Employees Hired on or after January 1, 2015)

Schedule B - Longevity

Schedule C - Holidays

THIS AGREEMENT, made this day of , 2024 , by and between the

BOROUGH OF OLD TAPPAN, a body politic and corporate of the State of New Jersey,
hereinafter referred to as the "**EMPLOYER**", and the **D.P.W. EMPLOYEES' ASSOCIATION OF OLD
TAPPAN**, hereinafter referred to as the "**ASSOCIATION.**"

Witnesseth:

WHEREAS, the EMPLOYER and the ASSOCIATION recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

1. Association Recognition:

The EMPLOYER recognizes the ASSOCIATION as the exclusive representative.

No EMPLOYEE shall be compelled to join the ASSOCIATION but shall have the option to voluntarily join said ASSOCIATION.

The term "EMPLOYEE" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

2. Association Representatives:

The EMPLOYER recognizes the right of the ASSOCIATION to designate representatives within the Department and alternates for enforcement of the AGREEMENT, provided they are members of the OLD TAPPAN D.P.W. or the attorneys.

The ASSOCIATION shall further furnish the EMPLOYER, in writing, the names of the representatives and the alternates and notify the EMPLOYER of any changes.

The authority of the representatives and alternates so designated by the ASSOCIATION shall be limited to, and shall not exceed, the investigation and presentation of grievances in accordance with the provisions of the COLLECTIVE BARGAINING AGREEMENT.

One designated ASSOCIATION representative shall be granted reasonable time, with pay, during normal working hours to investigate and to settle formal grievances.

3. *Date for Future Bargaining:*

The EMPLOYER agrees to make available to the ASSOCIATION all relevant data from the Borough public records that the ASSOCIATION may require to bargain collectively.

The BOROUGH shall incur no additional expense by virtue of this ARTICLE. This ARTICLE shall not apply to any attorney-client work product.

The BOROUGH and the ASSOCIATION will commence negotiations of a new AGREEMENT with the ASSOCIATION as soon as practicable after October 1 of the last • current contract year.

4. *Employees' Basic Rights:*

Pursuant to Chapter 303, Public Law 1968, the EMPLOYER hereby agrees that every EMPLOYEE shall have the right, freely to organize, join and support the ASSOCIATION and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the EMPLOYER undertakes and agrees that it shall not directly discourage or deprive or coerce an EMPLOYEE in the enjoyment of any rights conferred by Chapter 303, Public Law 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

5. *Exclusivity of Association:*

The EMPLOYER agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized ASSOCIATION with regard to the subject matter covered in this AGREEMENT during the term of this AGREEMENT.

6. *Existing Law:*

The PROVISIONS of this AGREEMENT shall be subject to, and subordinate to, and shall not annul or modify existing applicable provisions of State or. Federal laws.

7. *Maintenance of Work Operations:*

A. Consistent with the law and with the terms of this AGREEMENT, each of the parties hereto agree that they will fulfill their obligations to one another and further agree that they shall not interfere with the operation of the BOROUGH or the operation of the ASSOCIATION, respectively.

B. Nothing contained in this AGREEMENT shall be construed to limit or restrict the BOROUGH or the ASSOCIATION in their right to seek and obtain such judicial relief or administrative relief as they may be entitled to have in law or equity for injunction or damage or both in the event of a breach by the EMPLOYER or its agents or by the ASSOCIATION or its agents.

C. The EMPLOYER agrees that it will not lock out its EMPLOYEES and the ASSOCIATION agrees that it will not authorize any strike.

8. *Preservation of Rights:*

The EMPLOYER agrees that all benefits, terms and condition of employment relating to the D.P.W. EMPLOYEES, which benefits, terms and conditions of employment are not specifically set forth in the AGREEMENT, shall be maintained at not less than the standards in

effect at the time of the commencement of collective bargaining negotiations between the parties leading to the executive of this AGREEMENT.

Unless a contrary intent is expressed in the AGREEMENT, all existing benefits, rights, duties, obligations and conditions of employment applicable to any D.P.W. EMPLOYEE pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

9. *Saving Clause:*

It is understood and agreed that if any portion of this agreement to any person or circumstance shall be invalid, the remainder of this AGREEMENT or the application of such provisions to other persons or circumstances shall not be affected thereby.

If any such provisions are invalid, the EMPLOYER and ASSOCIATION will meet for the purpose of negotiating changes made necessary by applicable law.

10. *Waiver:*

Except as otherwise provided in this AGREEMENT, the failure to enforce any provision of this AGREEMENT shall not be deemed a waiver thereof. This AGREEMENT is not intended and shall not be construed as a waiver of any right or benefit to which the EMPLOYEES herein entitled by law.

11. *Discipline:*

An EMPLOYEE may be appropriately disciplined for violation of BOROUGH ordinances, rules and regulations and may be discharged for good and just cause, subject to and in accordance with applicable State Law and Borough ordinance.

No EMPLOYEE shall be removed, suspended, reduced in rank or fined except in accordance with the provisions of Borough ordinance.

Except where a decision concerning the form of discipline or the extent thereof is made by the Mayor and Council, all decisions concerning the form of discipline or the extent thereof may be appealed to the Mayor and Council. Within thirty (30) days of a decision by the Mayor and Council, the EMPLOYEE may appeal his case by filing a Notice of Arbitration with PERC as provided by State Law. The appointed arbitrator shall have the power to review the facts and law and to make such findings, including modifications of penalties as he shall deem proper. The award of the arbitrator shall be final and binding upon the parties.

12. *Bereavement Leave:*

All permanent full-time EMPLOYEES shall be entitled to three (3) days leave, with pay, upon the death of a member of his immediate family. Immediate family shall include spouse, children, parents, brothers, and sisters, grandparents of the EMPLOYEE or spouse. Such bereavement leave shall not be charged against the EMPLOYEE'S vacation or sick leave.

Any extension of absence under this ARTICLE, however, may, at the EMPLOYEE'S option and with the consent of the Superintendent, be charged against available vacation time or personal days or be taken without pay for a reasonable period. In the case of unusual circumstances, not specifically covered in this ARTICLE, funeral leave may be granted or extended at the discretion of the Superintendent of Public Works, or, in his absence, any member of the Mayor and Council.

13. *Driver's License:*

A current, valid driver's license is a requirement for employment. Judicial loss or deprivation of license and/or driving privilege will be reason for immediate dismissal provided no work assignment which does not require a driver's license can be provided.

14. *Hourly Rate Determination:*

To compute the base hourly rate of an EMPLOYEE for overtime or other purposes, the EMPLOYEE'S yearly base salary plus longevity shall be divided by 2080 hours.

15. *Jury Duty:*

EMPLOYEES will receive regular weekly pay while serving on jury duty.

16. *Salaries & Longevity:*

EMPLOYEES covered by this AGREEMENT shall be paid in accordance with Appendixes "A1" or "A2" attached hereto. In addition to all wages and payments, each employee hired prior to 1/1/1999 shall be entitled to a longevity payment as set forth in Schedule B.

17. *Medical Coverage:*

A. The EMPLOYER will provide and pay for medical insurance coverage for all Employees covered by this Agreement and their families. Effective September 1, 2008, the plan of medical insurance coverage to be provided shall be the New Jersey State Health Benefits Program, a copy of said plan being annexed hereto and incorporated by reference herein. Any substitute medical insurance program must be agreed upon by both parties, said consent not unreasonably withheld or delayed. If a substitute plan contains an increase in the amount of the deductible or co-insurance to be paid by the EMPLOYEES, its rejection by the EMPLOYEES shall not be deemed unreasonable. In the event the parties cannot agree on a substitute medical insurance program within thirty (30) days of presentation to the EMPLOYEES, the parties shall submit the matter to an expedited arbitration consistent with the rules of the Public Employment Relations Commission. The existing medical coverage shall not be changed until the matter has been fully arbitrated.

1. Doctor/Patient (EMPLOYEE) confidentiality shall remain in effect at all times. The EMPLOYER shall have no right to access an EMPLOYEE'S medical information, and no

right to require an EMPLOYEE to divulge such information as a condition for payment of medical expenses, for preauthorization of medical treatment, or for any other reason.

2. The EMPLOYER agrees to provide the same medical coverage to dependents that is provided to EMPLOYEES. Subject to applicable law, The Plan covers dependent children who are not full-time students and dependent children who are full-time students until such age as is required by law. The EMPLOYEE shall forward a copy of any termination notice he or she receives to the EMPLOYER within five (5) days of its receipt.

3. A. Subject to the coverage limitations in paragraph F hereinbelow, in the event that a Retired EMPLOYEE, who is entitled to medical insurance coverage hereunder, has moved out of the network area of the Plan, the EMPLOYER shall provide said Retired EMPLOYEE(S) with medical insurance coverage that is at least equal to that provided to current EMPLOYEES, in the area in which the Retired EMPLOYEE resides.

B. All increases in premiums during the term of this Agreement shall be borne entirely by the EMPLOYER, but increased premiums shall be a ground for substituting the medical insurance program, as set forth in paragraph A hereinabove.

C. All employees must make the required Chapter 78 contribution according to their current base salary towards their health benefits cost as required by law. This contribution is required of all employees who are members of any state or locally administered retirement system. This applies to all SHBP and non-SHBP local units

D. The EMPLOYER agrees to provide all EMPLOYEES, and their families, with a dental plan equal to that presently available through Blue Cross & Blue Shield of New Jersey, a copy of said plan being annexed hereto and incorporated by reference herein. Said plan shall include, but not be limited to, the following: a \$1,000.00 maximum benefit limit per person each year, a Missing Teeth rider and an Orthodontics rider with a maximum lifetime benefit of \$800.00 per dependent up to age 19.

E. The Employer agrees to provide all EMPLOYEES, and their families, with an Eye Examination and Optical Service Benefit rider similar to that presently available through the Vision Service Plan, a copy of said plan being annexed hereto and incorporated by reference herein. The EMPLOYER agrees to reimburse each EMPLOYEE \$10.00 for each eye examination received by the EMPLOYEE and/or his or her family members.

F. The EMPLOYER shall provide and pay for complete physical examinations, once every three years, for each EMPLOYEE who is or becomes 35 years of age or older.

G. 1. Commencing January 1, 1986, for all EMPLOYEES hired on or before January 1, 2006, upon the retirement of any EMPLOYEE who has served twenty-five (25) years or more in the Department of Public Works, the EMPLOYER will provide the retired employee the following:

A. EMPLOYEE and his/her Spouse (the "Qualified Retirees") with such medical coverage as is provided to active EMPLOYEES hereunder. The coverage provided for a Qualified Retiree as defined in the preceding sentence shall terminate, however, upon the occurrence of the earliest of the following events: (A) the Qualified Retiree becomes sixty-five (65) years of age or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect; (B) the Qualified Retiree becomes eligible for comparable insurance through his/her employment or that of his/her spouse; (C) the death of the senior Retired Employee and his/her spouse. Any Qualified Retiree whose insurance coverage is terminated due to the occurrence of either (A) or (B) of the foregoing may elect to have said insurance coverage continue in effect, provided such Qualified Retiree reimburses the EMPLOYER for the full cost and expense thereof.

B. For EMPLOYEES hired after January 1, 2006, but prior to January 1, 2020 upon the retirement of any EMPLOYEE who has served twenty-five (25) years or more in the Department of Public Works (the "Senior Retired Employee"), the EMPLOYER will provide the Senior Retired Employee and his/her spouse with such medical coverage as is provided to active EMPLOYEES hereunder with the EMPLOYEE being required to make the appropriate Chapter 78 or other contribution required by law. The coverage provided for in the preceding sentence shall terminate, however, upon the occurrence of the earliest of the following events: (A) the Senior Retired Employee becomes sixty-five (65) years of age or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect; (B) the Senior Retired Employee becomes eligible for comparable insurance through employment of his/her spouse; or (C) the death of the Senior Retired Employee and his/her spouse. Any Senior Retired Employee whose insurance coverage is terminated due to the occurrence of either (A) or (B) of the foregoing, may elect to have said insurance coverage continue in effect, provided said Senior Retired Employee or his/her spouse reimburses the EMPLOYER for the full cost and expense thereof.

C. Employees hired after January 1, 2020, will receive single healthcare coverage upon retirement after 25 years of service. The employee will be required to pay the applicable Chapter 78 health insurance or other contribution required by law during this time period. Once the employee becomes eligible for Medicare, the employee will be solely responsible for the cost of their medical coverage. In retirement, the employee may, at his or her own cost, pay for additional medical coverage for his/her spouse and/or children. The Borough will not provide any reimbursement for premium or medical coverage for the employee's spouse or children after the employee retires.

H. In addition to the foregoing, for employees hired prior to January 1, 2020 only, the Borough shall pay one-half (1/2) of the cost of providing supplementary medical benefits (supplementing Medicare benefits or similar governmental insurance program then in effect) to EMPLOYEES who were employed by the Borough as of January 1, 2020, who subsequently retire and to their spouse from the time the retired EMPLOYEE and his/her spouse reaches the

age of sixty-five (65), or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect. The Borough payments will continue until the death of the retiree and his/her spouse, provided the EMPLOYEE retires on a disability pension or following twenty-five (25) years of service with the Borough. The retired employee and/or his or her spouse shall not be entitled to dental and vision coverage under this paragraph except that, if requested by the retired employee, the Borough will provide such dental and vision care coverage as is provided to current employees for the retired employee and his or her spouse at the sole cost of the retired employee.

I. On the Employer's request, the ASSOCIATION agrees to participate in a committee composed of two members of the ASSOCIATION, two members of the Policeman's Benevolent Association, Local 206, two Borough representatives, and such other persons as may be deemed necessary or appropriate upon the following terms: The committee will not be established prior to two years from the date of execution of this Agreement. The committee will review existing medical insurance coverage for Borough employees and potential alternatives. Any action or recommendation of this Committee shall not be binding upon the Borough or the ASSOCIATION.

J. The EMPLOYER shall provide monthly blood tests to all EMPLOYEES who are required to handle pesticides during the period when such pesticides are handled.

K. Effective with the execution of this Agreement, Employees shall be permitted to opt out of the health care coverage provided by the Borough. Employees who choose to opt out of coverage must provide adequate evidence to the Borough of alternate health care coverage for the Employees and all qualified dependents. If the Employee chooses to opt out, the Employee shall not be responsible for the payment of premium contribution set forth in Paragraph 28.14 and shall receive twenty-five (25%) percent of the premium costs saved by the Borough subject to any limitations provided by applicable law. Any Employee who has opted out of coverage shall be permitted to re-enroll at any time upon the termination of the Employee's alternate coverage and at least once annually during an established period of open enrollment provided pursuant to the plan.

18. *Military Leave:*

Military Leave for EMPLOYEES training or serving with the National Guard of the United States will be granted benefits in accordance with the laws pertaining to such cases.

19. *Paternity/Maternity Leave*

Each employee shall receive a maximum of ten (10) days' leave for the birth or adoption of a child. This leave shall not be counted towards other vacation, personal or sick time. Additional leave may be requested from the department head if needed.

20. *Workday, Work Week & Overtime:*

The normal week shall consist of forty (40) hours, Monday through Friday. The workday of the department shall commence at 7:00 a.m. and shall end at 3:30 p.m. EMPLOYEES shall be entitled to a lunch period of 45 minutes each day and a 15-minute coffee break each morning and a 15-minute coffee break each afternoon.

Work in excess of the EMPLOYEE'S basis eight (8) hour or forty (40) hour week shall be overtime and shall be paid at time and one-half (1.5) rate in pay or compensatory time in lieu thereof at the EMPLOYEE'S option, except all work performed on a Sunday or a Holiday shall be paid at double (2) the straight hourly rate for snowplowing and emergency situations only. For a consecutive period that includes more than eight (8) hours of overtime, any overtime hours worked beyond that period shall be paid at double (2) the straight hourly rate for snowplowing and emergency situations only. In the event the EMPLOYEE elects to be compensated in time, such time off shall be approved by the Superintendent of the D.P.W., which approval shall not be unreasonably withheld.

Scheduled overtime shall be assigned by the Superintendent of public works on a rotating basis. Reasons for scheduled overtime may include, but are not limited to, recreational events special events, maintenance and repair to Borough properties and infrastructure.

21. *Pensions:*

The EMPLOYER shall provide pensions and retirement benefits to EMPLOYEES covered by this AGREEMENT pursuant to the provisions of the Statutes and Laws of the State of New Jersey, more particularly N.J.S.A. 43:1, et. seq.

In accordance with the State Law, the EMPLOYER shall pay the Public Employee Retirement System, of which the EMPLOYER is a member, such amounts as are levied by the System on behalf of all EMPLOYEES.

It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate retirement fund, then and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this AGREEMENT agree to be bound thereby.

22. *Recall:*

A. Any EMPLOYEE who is called back to work after his regular eight (8) hours of work will be compensated at time and one-half (1.5) with a minimum guarantee of one (1) hour pay at said rate. In the case of a snowstorm or another emergency, an employee will be compensated at double the hourly rate as stated in Paragraph 19 of this AGREEMENT.

B. During a declared State of Emergency, affecting Old Tappan, that is enacted by the Governor's Office of the State of New Jersey, the Superintendent of Public Works at his discretion may deny any scheduled vacation and/or personal days during the duration of the

State of Emergency. The Superintendent may also call back any DPW employee who may already be on a vacation and/or personal day back to work for the duration of the State of Emergency. Any work that is performed and related to the State of Emergency outside of the employee's normal 8-hour workday (Monday-Friday from 7am-3:30pm) as set forth in section 19 (workday, work week and overtime) in this agreement, shall be paid at double the hourly rate for the duration of the State of Emergency.

C. Any event of a call back for deicing purposes, employee shall be assigned by the Superintendent of public works on a rotating basis.

23. *Safety and Health:*

The EMPLOYER shall maintain safe working conditions. A safety committee shall be appointed to review all areas of EMPLOYEE safety which the committee shall have the right to meet with the Mayor and Council or its designated representative to review questions of safety. If the parties cannot agree, either party shall have the right to demand arbitration. The Safety Committee shall consist of two members appointed by the ASSOCIATION and two members appointed by the Mayor and Council.

24. *Seniority:*

Traditional principles of seniority shall apply to EMPLOYEES covered by this AGREEMENT. Such principles shall apply to lay-off, recall, transfer and other similar acts except where a party had exceptional skills which require him to remain in a particular position. Seniority is defined to mean the accumulated length of service with the Department. Time in service by date of appointment shall apply.

Notwithstanding any other provision, the order of seniority for recall shall be supervisory positions followed by seniority of employees.

An EMPLOYEE'S length of service shall not be reduced by time lost due to absence from his employment for a bona fide illness or injury, certified by a physician, not in excess of one year. Such certification shall be subject to review by any physician mutually acceptable to the parties.

25. *Sick Leave:*

EMPLOYEES will be entitled to the following sick days based upon accumulated years of service in the Borough:

4th to 12th Month	Five (5) Days
Second Year of Service	Ten (10) Days
Third Year of Service	Fifteen (15) Days

During the first three (3) years of employment, unused sick leave may be accumulated, but in no event shall this accumulation exceed thirty (30) days. After completion of three (3) years of service, unlimited sick time up to, but not in excess of one (1) year.

Sick pay is intended to cover absences caused by illness. EMPLOYEES who are absent for three consecutive days or longer may be required by the Borough to present a doctor's certificate of illness to receive pay for the period of absence. The EMPLOYER may require an examination of an EMPLOYEE at a reasonable time by a doctor of their own choice before approving sick pay. There will be no "terminal leave" or accrual of sick time.

26. *Vacations:*

All full-time employees who have been employed for at least six (6) months, but less than one (1) year shall receive seven (7) working days' vacation. All full-time employees who have been employed for at least one (1) year but less than five (5) years, shall receive twelve (12) working day vacation. All full-time employees who have been employed for five (5) years or more shall receive fourteen (14) day vacation, plus one (1) additional working day for each year worked in excess of five (5) years. The maximum number of vacation days to which an employee shall be entitled is twenty-five (25) working days.

Vacations must be taken during the year they are earned, and they are not cumulative. If an employee desires to hold over a minimal number of vacation days into the next year, a written request must be submitted to the Borough Clerk/Administrator no later than November 1 of the year the vacation was earned. Approval or denial of such a request shall be given within seven (7) workdays.

The vacation schedule must be posted no later than May 1 of the year vacation days are to be taken. Vacation choice shall be based on seniority. All unused vacation choices must be chosen and posted no later than November of the year earned. Two (2) people from the same department shall not be permitted to be on vacation at the same time unless approval is obtained from the department head/supervisor and the Council Liaison.

27. *Personal Days:*

Three (3) personal days shall be given to all full-time employees. Personal days shall not be cumulative. The employee must notify his or her department head/supervisor, and department heads/supervisors shall notify the Borough Administrator at least two (2) days in advance but does not have to give a reason. A personal day may be taken on an emergency basis if needed.

28. *Uniforms, Laundry & Clothing:*

The EMPLOYER shall provide a clothing and cleaning allowance for EMPLOYEES' uniforms of \$1,300.00 per annum.

29. *CDL License Reimbursement:*

The Borough shall either pay for or reimburse all members of the bargaining unit for the cost of obtaining or renewing their Commercial Driver's License upon presentation of the appropriate voucher and proof of payment. If an employee leaves employment with the Borough within two (2) year of obtaining their CDL, they shall reimburse the Borough for all costs paid by the Borough in connection with the employee obtaining the CDL.

30. *Worked Incurred Injury:*

All work incurred injuries shall be reported to the supervisor, acting supervisor or assistant supervisor immediately, or as soon as possible after the occurrence.

Where an EMPLOYEE covered under this AGREEMENT suffers a work-related injury or disability, the Borough shall continue such EMPLOYEE at full pay, during the continuance of such EMPLOYEE'S inability to work, for a period up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workman's Compensation Act shall be paid over to the Borough.

The EMPLOYEE shall be required to present evidence, by a certificate of a responsible physician, that he is unable to work, and the Superintendent or Mayor and Council may reasonably require the said EMPLOYEE to present such certificates from time to time. The Mayor and Council or Superintendent may also reasonably require an examination by a doctor of their own choice at no expense to the EMPLOYEE.

In the event the EMPLOYEE contends that he is entitle to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, in that event, the burden shall be upon the EMPLOYEE to establish such additional period of disability by obtaining a judgment in the Division of Workman's Compensation establishing further period of disability and such findings by the Division of Workman's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purpose of this article, injury or illness incurred while the EMPLOYEE is attending a Borough sanctioned training program, shall be considered in the line of duty. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workman's Compensation judgment, or it there is an appeal there from, the final decision of the last reviewing court.

An injury requiring time off for treatment, recuperation or rehabilitation, shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between both parties, but considered as excused time off with pay.

31. *Retirement Incentive:*

A. The EMPLOYER agrees to provide the EMPLOYEE with a lump sum payment equal to fifty percent (50%) of the EMPLOYEE'S annual base salary at the time of the EMPLOYEE'S retirement, based on the following conditions:

The EMPLOYEE must retire at the completion of his or her twenty-fifth (25th) year Service. The EMPLOYEE must provide the EMPLOYER with a written "notice of intent" to retire at least one year prior to the EMPLOYEE'S retirement date.

B. Should the EMPLOYEE decide not to retire, after submitting his or her "notice of intent," nothing contained in this section shall be construed to require the EMPLOYEE to retire.

32. *Death Benefits:*

If any full-time EMPLOYEE has died or shall have died as a result of injury sustained in the course of the performance of his or her duties, then the surviving employee's estate shall be entitled to payment equal to one (1) year's salary at the rate the deceased EMPLOYEE was receiving at the time of his or her death.

33. *Applicability of Personnel Policy:*

The provisions of the Borough's Personnel Policy are incorporated by reference herein and said provision shall apply to all EMPLOYEES to the extent not inconsistent with the terms of this AGREEMENT (including, without limitation, provisions covered under prior AGREEMENTS, such as provisions concerning bereavement leave, grievances, holidays, maternity (now family) leave, personal leave, personnel files and vacations). To the extent that the provisions of the Personnel Policy and this AGREEMENT are inconsistent, the provisions of this AGREEMENT shall apply.

34. *Grievances:*

A grievance is any formal dispute concerning the interpretation, application and enforcement of personnel policy or procedure of the Borough. All grievances from Association employees must be presented within five working dates after arising and failure to report a grievance within such time shall be deemed as a waiver of the grievance. In the event of a settlement or ruling that results in a determination of monetary liability, such liability shall not exceed more than thirty working days prior to the date the grievance was first presented in writing.

a) Step One. Any employee or group of employees with a grievance shall verbally communicate the grievance to the Department Head who will discuss the matter with the Borough Administrator. The supervisor or Department Head will communicate the decision to the employee within two working days.

b) Step Two. If the employee is not satisfied with the decision, the employee must submit a written grievance to the Borough Administrator detailing the facts and the relief requested. The decision in step one will be deemed final if the employee fails to submit a

written grievance within five working days of the step one decision. After consulting the Borough Administrator and the Borough Attorney as appropriate, the Borough Administrator will render a written decision to the employee within five days after receipt of the written grievance.

c) Step Three. If the employee is not satisfied with the decision of the Borough Administrator, the employee may appeal within five working days of the Borough Administrator's decision to the Mayor and Council. The appeal shall detail the facts and relief requested and shall include the Borough Administrator's decision. The Mayor and Council shall review the matter and make a determination within thirty (30) days of receipt of the appeal. Nothing shall preclude any party from seeking further relief from the Mayor and Council's decision as provided by law.

35. Term of Contract:

This AGREEMENT shall be from January 1, 2025, until and shall terminate on December 31, 2027, or until a successor AGREEMENT is executed.

IN WITNESS WHEREOF, the parties have hereto entered their hands and seals.

BOROUGH OF OLD TAPPAN

By: _____

Thomas Gallagher, Mayor

D.P.W. EMPLOYEES' ASSOCIATION

By: _____

William Collins

By: _____

Robert McQuade

By: _____

Thomas Jung

Schedule A1
DPW Salary and Wages
Employees Hired before 1/1/2015

	1/1/2025	1/1/2026	1/1/2027
Assistant Super	\$110,319	\$113,629	\$117,038
Maintenance 5 th	\$101,435	\$104,986	\$108,600

All employees hired prior to 1/1/2015, who are not in the above step system, shall receive a salary increase of three per cent (3%) for 2025, and 3.5% for years 2026 & 2027 of this contract. Said salary increase shall take effect on January 1 of each year.

Foreman, other than Golf Foreman, shall receive an additional \$4,000. Per year added to their scheduled salary.

Schedule A2
DPW Salary and Wages
Employees Hired on or after 1/1/2015

	1/1/2025	1/1/2026	1/1/2027
Asst Superintendent	103,860	107,495	111,257
8th Year	93,667	96,935	100,327
7th Year	88,115	91,199	94,391
6th Year	82,570	85,460	88,451
5th Year	77,025	79,721	82,511
4th Year	71,480	73,981	76,571
3rd Year	65,934	68,242	70,631
2nd Year	60,388	62,502	64,689
1st Year	54,843	56,763	58,749
Prob. (1-12 mos.)	49,298	51,023	52,809
Mechanics			
8th Year	98,030	101,461	105,012
7th Year	92,063	95,285	98,620
6th Year	86,094	89,108	92,226
5th Year	80,126	82,930	85,833
4th Year	74,156	76,752	79,438
3rd Year	68,188	70,574	73,045
2nd Year	62,219	64,397	66,651
1st Year	56,251	58,220	60,257
Prob. (7-12 mos.)	53,266	55,130	57,060
Prob. (1-6 mos.)	50,282	52,042	53,864

Foreman, other than Golf Foreman, shall receive an additional \$4,000. Per year added to their scheduled salary.

All salary increases due to step movement in this guide shall take effect on the anniversary of the employee's hiring date.

SCHEDULE "B"

LONGEVITY PAY SCHEDULE

Employees Hired after 1/1/81 and prior to 1/1/99

Zero (0) to Six (6) Years of Service Inclusive	None
Year Seven (7) to Year Nine (9) Inclusive	3.0%
Year Ten (10) to Year Twelve (12) Inclusive	4.5%
Year Thirteen (13) to Year Fifteen (15) Inclusive	6.0%
Year Sixteen (16) to Year Eighteen (18) Inclusive	7.5%
Year Nineteen (19) to Year Twenty-One (21) Inclusive	9.0%
Year Twenty-Two (22) and Beyond	10.0% Maximum

SCHEDULE "C"

HOLIDAYS

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas
Floating Holiday

Employees shall also receive all holidays set forth in the Employee Handbook.