

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R12-418

OFFERED BY: C. LaMastra

SECONDED BY: C. Warms

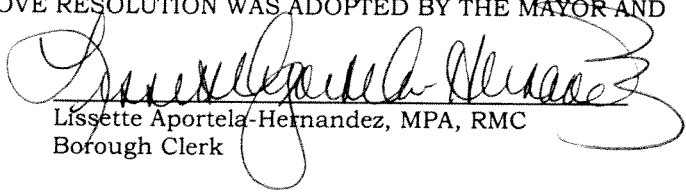
At a Regular Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on December 11, 2012.

BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly that the Collective Bargaining Agreement through December 31, 2013 between OPEIU Local 32 and the Borough of Tenafly is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute said Agreement on behalf of the Borough of Tenafly.

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
BARZELATTO				✓	LAMASTRA	✓			
HONIG	✓				WARMS	✓			
KERGE	✓				ZINNA	✓			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON December 11, 2012


Lissette Aportela-Hernandez, MPA, RMC
Borough Clerk

**PROPOSED
AGREEMENT**

Between

**BOROUGH OF TENAFLY
BERGEN COUNTY NEW JERSEY**

And

OPEIU LOCAL 32

Date of Signing through December 31, 2013

TABLE OF CONTENTS

PREAMBLE – PREAMBLE AND RECOGNITION.....	1
ARTICLE I – MANAGEMENT RIGHTS.....	3
ARTICLE II – MAINTENANCE OF WORK OPERATIONS	6
ARTICLE III – GRIEVANCE PROCEDURE	8
ARTICLE IV – SALARIES/LONGEVITY/DEFERRED COMPENSATION	11
ARTICLE V – OVERTIME/COMP TIME.....	12
ARTICLE VI – VACATION LEAVE	14
ARTICLE VII – SICK LEAVE	17
ARTICLE VIII – PERSONAL TIME.....	21
ARTICLE IX – BEREAVEMENT LEAVE	22
ARTICLE X – INSURANCE	23
ARTICLE XI – HOLIDAYS.....	26
ARTICLE XII – WORK INCURRED INJURY	27
ARTICLE XIII – MILITARY LEAVE.....	29
ARTICLE XIV – JURY DUTY.....	30
ARTICLE XV – DISCRIMINATION AND COERCION	31
ARTICLE XVI – PROBATIONARY STATUS	32
ARTICLE XVII – FMLA/FLA	33
ARTICLE XVIII – TERMINAL LEAVE	34
ARTICLE XIX – SEPARABILITY AND SAVINGS.....	35
ARTICLE XX – DUES DEDUCTIONS AND AGENCY SHOP	36
ARTICLE XXI – UNION RIGHTS	38

ARTICLE XXII – FULLY BARGAINED AGREEMENT	39
ARTICLE XXIII – DURATION	41

PREAMBLE AND RECOGNITION

A. THIS AGREEMENT, entered into this ____ day of _____, 2012 by and between Borough of Tenaflly (hereafter the “Borough” or the “Employer”), and OPEIU Local 32, a duly appointed representative (hereafter the “Union”), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

The Borough hereby recognizes OPEIU Local 32 as the exclusive representative of:

Included: All regularly employed supervisory employees, including administrative assistant/office manager, director of public works, director of buildings/zoning officer, senior center director, supervisor of building maintenance, youth services director, recreation director, administrative assistant to the police chief, and construction official, employed by the Borough of Tenaflly.

Excluded: Managerial executives, confidential employees, non-supervisory employees within the meaning of the Act, police, director of finance, chief financial officer, casual employees, borough administrator, administrative assistant to the borough administrator, borough clerk, executive assistant to the borough clerk, secretary to the borough administrator, crossing guards, dispatchers, employees in the Tenaflly Administrative Employees Bargaining Unit (including the following full-time employees: assistant director – senior center, assistant director – recreation, accounts payable assistant, assistant to the tax collector,

administrative assistant – fire services, administrative assistant – public works, court administrator, custodian, lead custodian, department secretary – recreation, department secretary/technical assistant, department secretary – registrar of vital statistics, deputy municipal assessor, deputy municipal treasurer, deputy tax collector, fire official/fire sub-code official, maintenance worker – police department, payroll clerk, receptionist, senior assessing clerk, senior assistant to director – youth center, and the following part-time employees: clerical assistant, custodian, code enforcement officer, deputy court administrator, electrical sub-code official, elevator sub-code official, fire inspector, plumbing sub-code official, recreation assistant, violations clerk, and youth services assistant), and all other employees employed by the Borough of Tenafly.

ARTICLE I

MANAGEMENT RIGHTS

A. 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 without limiting the following rights:

1. 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.

2. 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.

3. Management's rights 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.

4. To hire, promote, transfer, assign, or retain all employees and/or change job contents or duties of any classification.

5. To set rates of pay for temporary and/or per diem employees.
 6. To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
 7. Nothing contained herein shall prohibit the Borough from contracting out any work and/or entering into individual agreements or shared services.
 8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
 9. To recall employees with no advance notice for emergency situations or any declaration of a state of emergency by the Mayor or Acting Mayor of the Borough of Tenafly.
 10. The parties recognize that the Borough may perform evaluations of personnel.
 11. 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.
- B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and the United States.

C. 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.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment in this contract.

ARTICLE II

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.

E. The Employer agrees not to engage in any lock out of the employees.

ARTICLE III

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with the appropriate member Borough. The employee reserves the right to have a union representative present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by the union from the interpretation, application, or violation of the terms and conditions of this Agreement only. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. 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: The Union shall institute written action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences

between the aggrieved employee and the Borough Administrator and/or designee for the purpose of resolving the matter informally. The written grievance at this step will be filed with the Borough Administrator and/or designee which shall contain the relevant facts and a summary of any preceding oral discussion if available, the applicable section of this Agreement violated, and the remedy requested by the grievant. The Borough Administrator and/or designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance and will then supply the answer to the grievance and union.

E. Upon prior notice and authorization of the Borough Administrator and/or designee, the designated Union representative shall be permitted to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the

grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

G. Reasonable disclosure will not be withheld involving any correspondence from either party, provided it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

ARTICLE IV

SALARIES/LONGEVITY/DEFERRED COMPENSATION

A. Wages

1. January 1, 2012 0%
2. January 1, 2013 2.25%

B. Longevity

In addition to the base salary scale set forth in the current labor agreement, each regular full-time employee hired prior to January 1, 2012 shall receive longevity compensation computed at one percent (1%) of their respective annual base salary for each two (2) years of completed service up to a maximum of 10% during their first 20 years of service. After 20 years, one half of the one percent ($\frac{1}{2}\%$) of their base salary for every two (2) years thereafter to a maximum of 12.5% after 30 years of service. No Borough employee shall be entitled to receive credit for any period of prior service in any state, county or other municipal employment except prior service in the Borough of Tenafly.

C. Deferred Compensation

An employee may elect to participate in one of the deferred compensation plans offered by the Borough, which are available on a voluntary basis. Information is available from the Finance Department.

ARTICLE V

OVERTIME/COMP TIME

A. Overtime/Compensation time will only be provided to non-exempt employees under FLSA. Non exempt employees are defined as administrative assistant/office manager, supervisor of building maintenance and administrative assistant, administrator to Police Chief. Exempt employees are defined as director of public works, director of building/zoning officer, senior citizen director, youth resources director and recreation director.

B. A Department Head and an employee may, by mutual agreement arrange for compensatory time rather than overtime pay in cases of unusual work scheduling. The Borough Administrator must be notified in writing if such an arrangement is agreed upon.

C. Evening meetings are considered part of the regular work week when such a policy is understood as a condition of employment. Those employees not receiving overtime for hours beyond the normal work week such as evening meetings may be granted compensatory time off when conditions permit.

D. In those instances when employees are required to work additional hours beyond the normal work week, they may be eligible for overtime compensation. Overtime work will be kept to an absolute minimum and except in cases of emergency must be authorized in advance by the Department Head and/or Supervisor.

E. Those eligible employees not receiving overtime for hours beyond the normal work week such as evening meetings may be granted compensatory time off when conditions permit.

1. Department Heads do not receive overtime compensation but may be granted compensatory time off when conditions permit on an hour-for-hour basis.
2. In those few cases when an employee, in agreement with the Department Head, works additional hours, overtime compensation will be paid at one and one half (1 ½) times the hourly rate, which is determined by taking the annual base salary divided by one thousand eight hundred twenty (1,820) work hours per year.
3. 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 Fifteen (\$15.00) Dollars per meal upon the submission of supporting receipts to the employee's Department Head.

ARTICLE VI

VACATION LEAVE

A. After the first year of employment, vacation leave shall be granted at the beginning of each calendar year according to the vacation schedule below:

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

All Employees hired after May 1, 2012 shall be eligible for the following vacation leave:

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

- (1) The employee's vacation will be deemed to have ceased with the first days of illness or injury; he/she will be placed on disability leave as of the first day. When such employee has recovered sufficiently to be able to resume his/her duties, the employee may either continue his vacation or take the balance of his/her vacation and the provisions of the next shall apply:
- (2) If an employee on disability leave approaches the end of a calendar year of employment without having taken and without being able to take all of the vacation for which he/she is eligible, that period of time equal to the vacation for which he/she is eligible, but has not taken, will be designated as vacation. For that period of time, the employee shall receive full vacation pay.

ARTICLE VII

SICK LEAVE

A. 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. Such absence may include the use of full or half-days of sick leave for a doctor's appointment or medical testing procedures provided a physician's note is submitted.

B. Salary continuation during periods of sick leave may be granted to full-time employees, and pro-rated for regular part-time employees in accordance with Appendix A-2, 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

C. “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.

D. The salary continuation period runs consecutively without regard to the calendar year involved.

E. The above schedule may apply to separate unconnected injuries or illnesses.

F. A medical certificate by a Physician covering the period of illness may be required by the Mayor and Council.

G. 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.

H. Prior to application for any extended sick leave, all earned 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 formal 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.

I. An employee is eligible for salary based upon the length of his or her continuation service at the time the sick leave commences. A person who is on temporary employment at the time his or her 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 or her initial employment).

J. A week shall be defined as five (5) days.

K. Sick Leave Confinement Restriction

1. If an employee is absent for any reason that entitle the employee to sick leave or the employee is on Worker's Compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in questions, with the following exceptions:

- a. To report for medical attention to a doctor's office or hospital.
- b. To engage in the exercise of his/her right to vote or attend religious services.
- c. If an emergency necessitate his/her absence.
- d. A supervisor may visit an employee on sick leave or Workers' Compensation leave at his/her residence or place of confinement.
- e. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his/her place of confinement during the scheduled workday(s).

- f. The employee may leave the place of confinement for convalescence. He she/shall advise the Borough of the address and telephone number at such location.

ARTICLE VIII

PERSONAL TIME

Section 1. All full-time employees shall be allowed six (6) personal days off per year following completion of one (1) full year of employment. Employees hired after May 1, 2012 shall be entitled to 3 personal days per year.

Section 2. Personal days shall be pro-rated for regular part-time employees.

Section 3. Personal days may not be accumulated and must be used prior to the conclusion of an employee's employment with the Borough and are not compensable.

Section 4. Employees seeking to use a personal day shall submit a request in writing (or via email) to his or her department head at least one working day in advance. The department head, in approving time off under this policy, shall give consideration to all relevant facts, including work and staffing requirements, frequency of such requests, etc. Such approval shall be in writing (or via email) and a copy shall be forwarded to the Borough Clerk for time and attendance record-keeping. The use of personal days shall be allowed in full or half-day increments only. The use of a personal day shall not be permitted on the day immediately preceding or following a holiday observed by the Borough or an approved vacation day or period of vacation leave or in conjunction with one or more personal days, except that one personal day may be used in conjunction with a holiday provided it is scheduled in advance and subject to Department Head approval.

ARTICLE IX

BEREAVEMENT LEAVE

Section 1. In the event that an employee suffers a death in his or her immediate family which for this purpose is defined and limited to husband, wife, child, mother, father, grandfather, grandmother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild of the employee shall be entitled to a maximum of four (4) work 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 Tenafly, then the employee shall be entitled to a maximum of five days off including the day of the funeral. "Immediate family" as defined herein shall include an employee's domestic or civil union partner provided the employee submits a certified copy of an Affidavit of Domestic Partnership or a Civil Union Certificate.

Section 2. Reasonable verification of the event may be required.

ARTICLE X

INSURANCE

A. All eligible full-time employees will receive a health plan of the employee's choice under those offered to local government employees by the New Jersey Health Benefits Program, or its equivalent, for themselves and their eligible dependents. The Borough will pay the full amount of all premiums. There is a waiting period of two months following the employee's date of hire before health benefits coverage begins, provided the employee submits a properly completed application form. If the employee does not enroll within the 60-month waiting period, all eligible members of his or her family including the employee, must wait until the next Open Enrollment Period established by the Insurance Carrier to enroll in the program. It is solely the responsibility of the employee to (1) enroll new family members within 60 days of the qualifying event (i.e., marriage, birth, adoption) to obtain coverage for them; and (2) to delete members of the family (i.e. divorce, death, over age 26) within 60 days of the event in order to adjust the amount of the premium the Borough is charged for such dependent coverage. The employer reserves the right to change insurance carriers so long as substantially similar benefits are provided.

B. All eligible full-time employees will receive a Dental Plan for themselves and their eligible dependents. The Borough will pay the full amount of all premiums. An employee shall be enrolled in the Dental Plan the first month

following the month of his or her date of hire (i.e., date of hire March 6th, enrollment becomes effective April 1st) in accordance with the enrollment effective dates established by the Dental Plan Provider.

C. For those employees retiring with at least twenty-five (25) years of service with the Borough as a full-time employee and having reached the age of fifty-five (55), the Borough will reimburse members annually for the cost to maintain coverage for the employee and spouse for the basic hospitalization plan only. In the event the retired employee dies leaving a surviving spouse, said spouse shall elect to continue coverage as provided herein with the Borough reimbursing the surviving spouse's premium cost. The Borough will continue to reimburse the spouse annually for the cost of the basic hospitalization plan in accordance with the limitations herein until the spouse is covered by Medicare.

D. All full-time employees will receive group life insurance coverage for themselves in the amount of Five Thousand (\$5,000) dollars with a double indemnity clause.

E. Each full-time and regular part-time employee shall, as a condition of employment, be enrolled in the New Jersey Public Employees Retirement System and shall be subject to the requirements and provisions of that system. Employees are required to enroll in the New Jersey Public Employees Retirement System within thirty (30) days of their date of hire.

F. The employee's contribution to the System shall be deducted from the salary paid to the employee and remitted to the State as prescribed by law.

G. Any employee having completed the required number of years of service and having attained the specific age may apply for retirement as provided by the System.

H. All information regarding the Retirement System may be attained from the Finance Department.

I. All other statutory requirements, including Worker's Compensation, will be provided by the Borough.

J. Eyeglasses accidentally broken during a full-time employee's performance of his or her job shall be repaired or replaced by the Borough by reimbursement upon submission of all receipted bill to the employee's Department Head. 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.

K. Employee contribution shall be as per Chapter 78 Laws of 2011.

ARTICLE XI

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Christmas Eve (Half Day)
Memorial Day	Christmas Day
Thanksgiving Day	Day After Thanksgiving
Presidential Election Day	New Year's Eve (Half Day)
Independence Day	

Section 2. In addition to the observed holidays above, employees covered by this agreement are entitled to one paid floating holiday determined by January 1 each year, after consultation with the bargaining unit, 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. Holidays shall be pro-rated for regular part-time employees.

ARTICLE XII

WORK-INCURRED INJURY

A Borough employee who is injured in the performance of duties shall receive workers' compensation for bona fide work-related injuries as follows:

A. (1) An employee who is injured in any way, no matter how minor, in the performance of duty shall immediately report the incident to the department head and shall provide the information necessary for the filing of an accident report. Failure to do so may impair an employee's claim for benefits.

(2) The completed accident report shall be submitted to the Borough Administrator within twenty-four (24) hours of the injury.

B. During the first five (5) workdays of work-related injury, the employee is not eligible for Workers' Compensation. The Borough will pay the employee his or her regular wage until Workers' Compensation begins. Time off, taken as a result of a work related injury, sustained while on duty is not chargeable against an employee's sick time.

C. After five (5) workdays of inability to work due to work-related injury, payments by the Workers' Compensation Policy will normally commence. Upon resolution by the Mayor and Borough Council, the Borough will continue to pay the employee at the regular earnings rate, and the Workers' Compensation payments shall be forwarded to the Borough Treasurer.

D. The Borough's payment of the affected employee's full salary shall not exceed one (1) year from the date of initial work-related injury.

E. Workers' Compensation payments will continue for as long as a duration as allowed under existing laws and practices. When the Borough ceases to pay the employee's salary, the Workers' Compensation checks will be forwarded directly to the employee.

F. The Borough reserves the right to require a medical examination by a licensed physician designated by the governing body at any time during the employee's absence and requires a certificate of fitness to work, prior to allowing the employee to return to work.

G. The Borough will not be liable for payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreation, social, or athletic activity sponsored by the Borough of Tenafly.

H. The Borough will not be liable for payments of workers' compensation benefits for injuries sustained while in employment other than with the Borough.

I. During the period that an employee is being covered by Workers' Compensation, he or she is considered inactive and will not accrue vacation or sick time.

ARTICLE XIII

MILITARY LEAVE

A. Any regular employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in field training may be granted a military leave of absence with differential for the period of such training as is authorized by law. This leave of absence shall be in addition to his or her vacation.

B. If an employee is called to active duty in the Armed Forces of the United States, an indefinite military leave of absence without pay, except by special authorization of the Governing Body, shall be granted to the employee for the duration of such active military service provided that he or she does not voluntarily extend such service.

C. In all cases involving military leave, the employee shall provide the Administrator a certificate verifying the call to military duty along with the completed Leave Request form prior to departure.

D. Such employees shall be reinstated by the Borough without loss of privileges or seniority provided they report for work within 30 days following an honorable discharge from military service.

ARTICLE XIV

JURY DUTY

A. Borough employees are encouraged to exercise their civic responsibility to serve jury duty.

B. An employee called for jury duty shall submit a Borough Leave Request form with supporting documentation to his or her department head as soon as he or she becomes aware of the obligations.

C. An employee who is called for jury duty shall be granted an excused absence with pay, for up to 15 days, except for grand jury during the regular period of jury duty.

D. If an employee is excused from jury duty by or before 12:30 p.m., he or she shall report back to work for the remainder of the workday.

ARTICLE XV

DISCRIMINATION AND COERCION

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

B. 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 union 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.

ARTICLE XVI

PROBATIONARY STATUS

A. All employees hired during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Employer reserves the right to terminate such employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of Administrator and/or designee for two extensions of forty-five (45) days each.

ARTICLE XVII

FMLA/FLA

Leaves shall be applied in accordance with the applicable laws, except that all sick time must be used by the employee before any vacation or personal time is applied.

ARTICLE XVIII

TERMINAL LEAVE

The terminal leave plan for employees who terminate their service with the Borough shall be calculated as follows: 12.5% for each 5 years of service after 15 years to a maximum of 75% as per the personnel manual. Seventy-five (75%) percent of their last year's annual base salary plus longevity. Employees hired after January 1, 2012 shall not be eligible for this benefit.

ARTICLE XIX

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

ARTICLE XX

DUES DEDUCTIONS AND AGENCY SHOP

A. The Borough agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, NJSA 43:15.7 et seq.

B. A check-off shall commence for each employee who signs an authorization cards supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this agreement, there shall be a change in the rate of membership dues, the Union shall furnish to the Borough written notice 30 days prior to the effective date of such change.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms; forms will be forwarded to the Borough Clerk.

E. Any such written authorization may only be withdrawn between the period of April 1 and June 30 by filing a withdrawal notice with the Borough Clerk.

F. The Borough agrees to deduct the fair share (agency shop) fee from non-members of the Union in the amount of 85% of the regular membership dues.

G. The Union agrees to indemnify and hold the Borough harmless from any claim or action commenced by an employee against the Borough arising out of

any of the aforesaid deductions under this Article, provided that the claim does not arise out of employer negligence.

H. The Borough will notify the Union of any new employees no later than 14 days from date of hire.

ARTICLE XXI

UNION RIGHTS

A. The Union Representative shall have access to the premises to investigate grievances and other purposes related to the role of the Union as exclusive representative. The Union will provide the Borough with the names of Borough employee who has been designated as stewards; stewards will be allowed to spend reasonable time during the work day to investigate grievances or employee inquiries related to the agreement provided such time does not unduly interfere with Borough operation.

B. Employees will be permitted reasonable use of office equipment including phone and email use for matters involving union representation during breaks and/or lunch.

ARTICLE XXII

FULLY BARGAINED AGREEMENT

A. The Borough and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practice shall be binding on the Borough or the Union during the term of this Agreement unless agreed to in writing.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notice given under the provisions thereof, shall change or modify this Agreement, or in manner affect the contractual relationship of the parties hereto.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXIII

DURATION

A. This Agreement shall be in full force and effect from the date of signing including December 31, 2013, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

B. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2013 of any subsequent contract year, advising that such party desires to revise or change the term or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at Tenafly, New Jersey, on the day and year first above written.

OPEIU LOCAL 32

BY:

Lisa Ciccullo Sec-Treas
12/19/12

BY:

J. R. P. Bartol

BY:

Joseph J. Rossi

BOROUGH OF TENAFLY

[Signature]

[Signature]