

**AGREEMENT**

**Between**

**BOROUGH OF TENAFLY  
BERGEN COUNTY NEW JERSEY**

**And**

**TENAFLY ADMINISTRATIVE  
EMPLOYEES BARGAINING UNIT**

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**JANUARY 1, 2011 THROUGH DECEMBER 31, 2013**

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Ruderman & Glickman, P.C.  
675 Morris Avenue  
Springfield, NJ 07081

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# AGREEMENT

THIS AGREEMENT was entered into this 14<sup>th</sup> day of ~~May~~ <sup>August</sup> 2012, by and between the BOROUGH OF TENAFLY, County of Bergen, State of New Jersey, hereinafter referred to as the "Borough" and the Tenafly Administrative Employees Bargaining Unit, hereinafter referred to as the "Unit," and is retroactively effective January 1, 2011, except as otherwise provided herein, and shall expire December 31, 2013.

## WITNESSETH:

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

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

## ARTICLE I - RECOGNITION

Section 1. The Borough recognizes the Unit as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certain full-time and regular part-time clerical and administrative employees, traffic maintenance workers, and custodians employed by the Borough in the position classifications set forth in Appendix A-1 for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions. The Unit shall not represent temporary or seasonal employees, civilian dispatchers, school crossing guards, employees in the position classifications of Department Head and supervisors having the power to hire, fire and direct the work force or to effectively recommend the same and those employees designated "confidential" or "managerial" employees, or employees of the Tenafly Free Public Library who shall be covered by a separate Agreement.

Section 2. The Borough shall deal with the designated representative of the Unit in all matters relating to grievances and interpretation of this agreement. The name of the designated representative shall be provided in writing to the Borough immediately upon the execution of this agreement and the Unit shall notify the Borough promptly of any changes of such designated representative.

## ARTICLE II - GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. An employee with a grievance shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the occurrence of the matter being grieved. The discussion and resolution of the grievance at the first Step shall be on an oral and informal basis. The employee's supervisor shall attempt to adjust the matter and shall respond to the employee and the employee's representative within three (3) working days.

Step 2. If the grievance is not adjusted to the satisfaction of the employee within three (3) working days after presentation to the immediate supervisor, then the employee may present the grievance in writing to his or her department head within three (3) working days. The department head shall investigate the grievance and shall dispose of it within three (3) working days. If the employee or the employee's representative does not receive a written reply from the department head within three (3) working days or if the employee is not satisfied with the disposition of his or her grievance, he or she may continue on to Step 3.

Step 3. If the grievance still remains unadjusted, it may be presented in writing by the employee or his or her representative to the Borough Administrator within three (3) working days after the response of the department head is due. The Borough Administrator will schedule a meeting with the employee, his or her representative and the department head to review the grievance. Within five (5) working days following the receipt of the written grievance, the Borough Administrator shall render a report of his findings and decision to all parties concerned. The Borough Administrator may:

- (a) Adjust the grievance;
- (b) Find the grievance unjustified; or
- (c) Advise the employee and the Unit that the adjustment of the grievance is beyond his authority.

The Borough Administrator in his discretion may conduct an informal hearing, request individuals to appear at such informal hearing and give testimony, and establish

rules for the conduct of such informal hearing not inconsistent with the provisions set forth herein.

Step 4. If the grievance is not altered to the satisfaction of the employee in Step 3 above, the employee may proceed by filing a written grievance with the Mayor and Council within five (5) working days after receipt of the Administrator's written decision. The Mayor and Council shall review the record made below and schedule a meeting to discuss the grievance within ten (10) days following receipt of the written grievance. The meeting shall include the employee, the employee's representative, department head, if applicable, and the Borough Administrator. The Mayor and Council shall render its decision within five (5) working days following the meeting to discuss the grievance. The decision of the Mayor and Council shall be final, except for those grievances which may be submitted to arbitration pursuant to Step 5.

Step 5. The Unit may submit up to two grievances to arbitration each calendar year, involving disputes over the imposition of suspension without pay of ten (10) days or more, termination or demotions. Arbitrators will be selected using the procedures of the New Jersey Public Employment Relations Commission and arbitrators will adhere to the rules of PERC in conducting arbitrations and rendering awards. An arbitrator will have the authority to determine whether the discipline at issue was imposed for just-cause and upon finding that there was not just cause for the imposition of the discipline, will have the authority to modify the penalty, order that an employee be made whole with respect to lost compensation, benefits and seniority and order, where appropriate, reinstatement of the employee to the position the employee held prior to the termination or demotion. Cost of arbitrator shall be split equally by the parties.

Section 2. All grievances presented in writing shall specify the occurrence being grieved, the date and time of the occurrence, and the action being sought by the employee. An employee or his or her representative shall be allowed such time off from his or her regular duties as may be deemed necessary and reasonable for the processing of a grievance without loss of pay or other time credits. Nothing herein shall prevent an employee from processing his or her own grievance.

Section 3. The time limits expressed herein shall be strictly adhered to by the parties. Nothing herein shall prevent the parties from mutually agreeing to extend or

contract the time limits provided for processing the grievance. A failure to respond at any step within the provided time limits shall be deemed a denial of the grievance.

Section 4. Nothing herein contained shall subject the matters of established wages, hours, other fiscal benefits, or bargaining unit representation to the grievance procedure, it being the specific intention of this grievance procedure to apply only to the settlement of disputes, differences of interpretation, or application of this Agreement.



### ARTICLE III - MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitations, 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 Borough will adopt a Salary Ordinance consistent herein and providing for the pension, medical and dental coverage, insurance and other fringe benefits as currently exist.

11. The parties recognize that the Borough may perform evaluations of personnel.

12. 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 Constitution 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.

## **ARTICLE IV - COMPENSATION**

Section 1. For all full-time and regular part-time employees:

- (a) Effective January 1, 2011, 0% increase
- (b) Effective January 1, 2012, 0% increase
- (c) Effective January 1, 2013, 2.25% increase

Section 2. To be eligible to receive a retroactive payment, an employee must be in the employ of the Borough at the time the Agreement is adopted by both parties.

Section 3. Newly hired employees who commence employment before July 1<sup>st</sup> shall be entitled to receive the pay increases. Employees hired after June 30<sup>th</sup> of any year shall not be entitled to receive a pay increase until January 1<sup>st</sup> following their date of hiring.

Section 4. All new employees shall serve a probationary period of not less than six (6) months beginning the first day of work. The probationary period may be extended for an additional six (6) months at the discretion of the Borough. At least one (1) evaluation shall be conducted of every employee during each six (6) month probationary period using the Tenafly Performance Appraisal Form. An unsatisfactory performance evaluation during the first six (6) months may result in extension of the probationary period for a second six (6) month period or separation from the Borough. An employee may be terminated any time during the probationary period after the employee has been first provided the opportunity to correct any performance deficiencies. In the case of the appointment of a regular part-time employee to a full-time position, the probationary period shall be three (3) months.

Section 5. Employees planning to terminate their employment with the Borough of Tenafly are required to give at least ten (10) work days' notice in writing to their respective Department Head in order to be eligible to receive any payment for unused vacation or other accrued time due the employee. Failure to provide adequate notice may result in the deduction of one eligible day of payment for each day less than the minimum notice requirement stated herein unless the employee provides documentation satisfactory to the Borough that the reason for the termination was unforeseen and beyond the control of the employee.

Section 6. The payroll period is semi-monthly. The Borough, after providing a minimum of 30 days notice, may modify the payday to an alternate day of the week or convert to a bi-monthly pay schedule.

Section 7. The performance of bargaining unit employees shall be evaluated each year by the employee's supervisor and Department Head using an evaluation form adopted by the Borough.

## **ARTICLE V - ADMINISTRATION & RECORDS**

Section 1. The Mayor and Council shall establish and maintain all personnel records of the employee.

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

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

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

Section 5. Only the Mayor or Council Chairperson of the Committee on Administration & Personnel, Borough Administrator, and the Department Head may have access to any or all of the personal history files. Any employee may, at reasonable times and in the presence of the Borough Clerk, and Unit representative if required, examine their own personal history file.

## **ARTICLE VI - HOURS OF WORK**

Section 1. Except as may be specifically set forth in this Agreement, all employees shall start work at 8:30 A.M. and end at 4:30 P.M. prevailing time Mondays through Fridays. The established normal work hours per day are seven (7); and the normal work hours per week are thirty-five (35) allowing for one (1) hour lunch period and, in addition, one morning coffee break not to exceed fifteen (15) minutes will be scheduled by the department head. In some cases, an employee may be asked to vary his or her work schedule.

Section 2. The Borough Administrator, with approval from the Mayor, may declare a snow day, early closing, or delayed opening. When a snow day is declared, Administrative staff will not have to report to work. In cases of delayed opening, department heads will be notified by 7:00 A.M. that morning. The delayed opening will be up to two (2) hours past the opening time. Any employee who reports to work after the specified time will be charged for the extra time off. If a snowstorm begins during work hours and weather conditions deteriorate to such an extent that it will be prudent for employees to leave early, the Borough Administrator, with the approval of the Mayor, may declare an early closing and there will be no charged time off. If any employee wishes to leave early based on their own decision, that employee will be charged for the time taken off. In cases of an early closing, an employee in the position classification of Administrative Assistant, Public Works shall be entitled to receive straight time pay on an hour for hour basis if he or she has been directed by the Director of Public Works to remain at work.

Section 3. Attendance is a measure of performance. An employee who is unable to report for work or who is unduly delayed in reporting must telephone his supervisor as far in advance of the starting time as possible, but not later than one (1) hour prior to commencement of their starting shift unless an emergency. The employee will advise the supervisor how the absence is to be recorded; i.e., personal day or sick leave. If the employee is unable to reach his or her supervisor, then the employee shall notify the Office of the Borough Clerk prior to 9:00 a.m. Vacations should be scheduled in advance. Copies of the employee's vacation time as approved by the supervisor shall be provided to the Borough Clerk for attendance records and the employee's personnel

file. Failure to comply with this procedure may result in disciplinary action, including termination. An employee is late when he or she fails to report to work at his or her scheduled starting time. Chronic lateness or absence can result in disciplinary action up to and including termination.

## **ARTICLE VII - OVERTIME**

Section 1. In those instances when employees are required to work additional hours beyond the normal workweek, they may be eligible for overtime compensation. Except in cases of emergency, overtime must be authorized in advance by the department head with notification to the Borough Administrator.

Section 2. When a full-time employee, in agreement with the department head, works additional hours over thirty-five (35) hours per week, overtime compensation will be paid at one and one half (1-1/2) times the hourly rate which is determined by taking the annual salary and by dividing 1,820 hours per year.

Section 3. A department head and an employee may, by mutual agreement, arrange for compensatory time rather than overtime pay in cases of unusual work scheduling. If the extra hours are worked at straight time, compensatory time off shall be taken in straight time with the approval of the department head and subject to the needs of the department. If the extra time is in excess of thirty-five (35) hours, the employee may elect to take off one and one half (1-1/2) times the hours worked subject to the approval of the department head and the needs of the department. Compensatory time may be earned and accrued by employees. The compensatory time accrual may not exceed a maximum of seventy (70) hours. Compensatory time must be used in the calendar year in which it is earned and shall not be carried over. Employees shall not receive compensation for accrued compensatory time upon separation unless terminated by the Borough.

Section 4. The titles of Court Administrator and Building Inspector shall receive call-in time at the rate of a minimum of two (2) hours at time and one half for all call-ins beyond the normal workday. Overtime which is contiguous with the front side or the back side of the employee's work day shall not be eligible for the two (2) hour minimum.

Section 5. Overtime shall be assigned by the department head on a rotating basis according to the appropriate job title for the work to be performed.

Section 6. When a holiday is observed during the regular bi-weekly pay period and the employee received pay for that day, those hours shall be included in the computation of overtime for that period.



Section 7. When an employee receives paid leave, such as vacation, personal or sick leave, during the regular bi-weekly pay period, those hours shall be included in the computation of overtime for that period.

Section 8. Full-time employees who work on any Sunday shall be compensated for the hours worked at double time based on their annual base salary as aforesaid. Part-time employees shall be eligible for double-time for work on Sundays provided the employee has worked at least forty (40) hours during the pay period.

Section 9. Full-time employees who are directed to work on any holiday set forth in Article X shall be compensated for the hours worked at double time based on their annual base salary as aforesaid. Part-time employees shall be eligible for double-time for work on any holiday provided the employee has worked at least forty (40) hours during the pay period.

## **ARTICLE VIII - SENIORITY**

Section 1. Seniority will be based upon time accrued from continuous length of full-time service in the Borough. Any reduction in the work force will be based upon seniority. An employee who is to be laid off shall be given thirty (30) days notice by the Borough. For a period of one year, employees dismissed due to a reduction in the work force must be offered the opportunity to return before a new employee is hired for that position.

## **ARTICLE IX - VACATIONS**

Section 1. All regular full-time and eligible part-time employees who have successfully completed their probationary period shall receive paid vacations. Vacation leave must be taken in the year it is accrued and in accordance with the terms of this section. The department head will schedule vacation so that the department will be adequately manned at all times.

Section 2. All newly hired full-time and part-time employees are subject to a six month probationary period. During this probationary period, no vacation time accumulates. After the successful completion of the probationary period, the employee will receive one (1) paid vacation day for each month worked until the end of the calendar year up to a maximum of ten (10) days after which the following vacation leave schedule shall apply.

Section 3. 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

Section 4. Vacation leave for part-time employees shall be pro-rated in accordance with the formula shown in Appendix A-2.

Section 5. The vacation leave for which an employee is eligible in any year must be taken by December 31 of the year in which it is accrued and cannot be carried

over. If a department head denies an employee use of vacation time because of business necessity, that employee will be permitted to carry over up to five (5) days until January 31<sup>st</sup> of the following year. If an employee has more than five (5) vacation days accrued, he or she may make a special application to the Borough Administrator. A vacation may not be waived by an employee and vacation pay received in lieu thereof. Any employee planning to make a special application to carry-over more than five (5) vacation days into the following year must submit their request to the Borough Administrator by November 30<sup>th</sup>. Such application shall be in writing and must include a certification from the department head that the employee's request to use the excess vacation days was denied by the department head and the reason for such denial.

Section 6. A full-time or regular part-time employee who resigns his position shall be entitled to receive pay for earned vacation unused during the current year. If an employee terminates after taking vacation in advance of it being earned, the Borough has the right to hold back pay equal to the amount due.

Section 7. If an employee becomes ill or injured before leaving for a scheduled vacation, the employee's vacation may be rescheduled. If an employee becomes ill or injured while on vacation, such disability will be considered to be vacation time unless it is of three (3) calendar days or more in which case the employee's vacation will be deemed to have ceased with the first day of illness or injury provided the employee submits a physician's certificate.

- (a) When such employee has recovered sufficiently to be able to resume his duties he may, with appropriate approvals, either continue his vacation or take the balance of his vacation, the provisions of paragraph next shall apply.
- (b) If an employee on sick leave approaches the end of the calendar year without having taken and without being able to take all of the vacation for which he is eligible, that period of time equal to the vacation for which he is eligible and which he has not taken will be designated as vacation. For that period of time he will receive full vacation pay.

Section 8. A recognized holiday that occurs during an employee's vacation period will add a day to the vacation period. This day should ordinarily be taken at the time of vacation unless otherwise arranged.

## **ARTICLE X - 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 XI - PERSONAL DAYS**

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 July 1, 2011 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 XII - INSURANCE, HEALTH & WELFARE**

Section 1. 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-day 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 23) 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.

Section 2. 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 6<sup>th</sup>, enrollment becomes effective April 1<sup>st</sup>) in accordance with the enrollment effective dates established by the Dental Plan provider.

Section 3. 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 may 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.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. All information regarding the Retirement System may be obtained from the Finance Department.

Section 9. Employees may elect to voluntarily participate in one of the deferred compensation plans made available by the Borough.

Section 10. All other statutory requirements, including Worker's Compensation, will be provided by the Borough.

Section 11. The Borough encourages employees to further their professional education as it relates to their duties with the Borough of Tenafly. To this end, the Borough may reimburse full-time employees for some portion of the cost associated with approved and successfully completed educational courses that are directly related to the employee's position with the Borough and which have been approved in advance by the Department Head and Borough Administrator subject to the appropriation of funds available for this purpose in the annual municipal budget. The cost of specific seminars, short courses, or other developmental programs that employees are directed by the Borough to take in order to reach or maintain skill levels required on the job shall be paid

by the Borough subject to the appropriation of funds for this purpose in the annual municipal budget.

Section 12. 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 a 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.) dollars.

### **ARTICLE XIII - 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 consecutive calendar 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 XIV - LEAVES OF ABSENCE**

Section 1. Leave of absence may be accorded to permanent full-time employees without loss of job status or seniority for true personal emergency situations of which the final determination is at the total discretion of the Mayor and Council. A maximum of ninety (90) days over two calendar years is permitted. During said leave, the employee shall not be considered unemployed so as to collect unemployment compensation or shall the Borough pay any salary or benefits. Notwithstanding the aforesaid, insurance coverage for medical or death benefits may remain in force if the employee agrees to reimburse the Borough during said leave of absence. The intention of the leave of absence cannot be for the purpose of the employee experimenting with a full-time job elsewhere, although there would be no objection to sporadic, part-time, temporary or self-employment work while on leave of absence. The employee shall submit to the department head all the facts bearing on his request and the department head shall make recommendations to the Mayor and Council. Each case shall be considered on its merits, and a denial shall not be subject of a grievance. One renewal may also be requested. Normally such leave will not be granted for illness unless sick leave is exhausted and vacation time is exhausted.

Section 2. Nothing contained herein shall permit the employee to accrue seniority while on such leave.

## **XV - FAMILY LEAVE**

Section 1. The Family and Medical Leave Act allows eligible employees to take job-protected unpaid leave, or to substitute appropriate paid leave if an employee has earned or accrued it, for up to a total of twelve (12) work weeks for any one, or more, of the following reasons:

- (1) The birth of an employee's son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care,, and to care for the newly placed child;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition as defined in the Act; and
- (4) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

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

Section 2. An employee who has been employed for at least twelve (12) months with not less than 1,250 hours of service during the preceding twelve (12) month period is entitled to a family leave of twelve (12) weeks in any twenty-four (24) month period upon advance notice to the Borough. Notice shall be made by the employee in writing to the department head who shall forward same to the Mayor and Council for approval.

Section 3. Family leave is exclusive of sick leave and vacation time. Family leave shall be without pay except that family leave may be with pay if sick leave and vacation leave is applied thereto but if the total of sick leave and vacation leave is less than twelve (12) workweeks, then the additional weeks of leave added to attain the twelve (12) week total shall be unpaid. Employee must use sick and vacation, and personal time concurrently with the family leave.

**ARTICLE XVI - SICK LEAVE**

Section 1. To provide a prevailing personnel policy governing salary continuation to employees on sick leave in recognition of length of service with the Borough, 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.

Section 2. 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

Section 3. "Continuous service" is defined as the period of time from the date of employment until the date that service is interrupted by the illness or injury.

Section 4. The salary continuation period runs consecutively without regard to the calendar year involved.

Section 5. The above schedule may apply to separate unconnected injuries or illnesses.

Section 6. A medical certificate by a Physician covering the period of illness may be required by the Mayor and Council.

Section 7. In any case of salary continuation, the employee's salary will be reduced by the amount of any loss of time payments to which he may be entitled under any Worker's Compensation Claim.

Section 8. 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.

Section 9. An employee is eligible for salary based upon the length of his or her continuous 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.)

Section 10. A week shall be defined as five (5) days.

Section 11. Sick Leave Confinement Restriction

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' 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 to attend religious services.
- c. If an emergency necessitates 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 XVII – UNIFORMS**

Section 1. Uniforms and work shoes shall be provided by the Borough after completion of the probationary period. After the initial issue of uniforms, the maintenance and upkeep of uniform clothing and the replacement of worn uniform clothing shall be the responsibility of the employee.

Section 2. Employees in the position classification of Supervisor of Building Maintenance, Maintenance Worker, and Custodian shall be entitled to receive a clothing and maintenance allowance in the amount of \$725.00 annually. The Borough will reimburse each full-time employee in these position classifications up to two hundred (\$200.) dollars towards the purchase of work shoes.

Section 3. Part-time employees who work at least twenty (20) hours per week shall be entitled to receive a clothing and maintenance allowance equal to fifty (50%) percent of the respective full-time employee allowance.

Section 4. Uniforms must be worn while on duty. Only designated uniform items approved by the Borough are acceptable. All personnel shall be neat appearing and well groomed while in uniform. Uniforms shall be kept neat and clean at all times.

Section 5. The clothing and maintenance allowance for newly hired employees shall be pro-rated during the first year of employment in accordance with the following:

- A. Full benefit if date of hire from January 1 through June 30.
- B. Fifty percent (50%) of benefit if date of hire from July 1 through December 31.

## ARTICLE XVIII – WORKER’S COMPENSATION LEAVE

Section 1. To be eligible for Worker's Compensation benefits, employees injured on the job must follow the following procedures:

- a. Report the injury immediately to his or her supervisor.
- b. Contact Bergen Risk Managers or other agency designated by the Bergen County Joint Municipal Insurance Fund (JIF) immediately upon the occurrence of the injury to be directed to an appropriate JIF approved physician.
- c. An accident report must be filed with his or her department head within three (3) days of the occurrence of the injury.

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

- a. During the first seven (7) days of disability the Borough shall pay the disabled employee's normal salary.
- b. After seven (7) days, payment by Worker's Compensation will normally begin. The Borough will continue to pay the employee at the regular earnings rate and the employee shall forward to the Borough Treasurer any Worker's Compensation payments received during the disability period.
- c. Worker's Compensation will continue for as long as allowed under existing law and coverage.
- d. The Borough's contribution to paid disability leave will continue for a period of not more than one (1) year from the date of initial disability absence but shall not be counted against personal sick leave. If absence over one (1) year is required, that absence may then be charged to personal sick leave.
- e. The Borough reserves the right to require medical examination by a physician at any time during an employee's absence and may require a letter of fitness to work before allowing the employee to return to work.
- f. Total leave under N.J.S.A. 40A:9-7 shall be one year.

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

## **ARTICLE XIX - LONGEVITY**

Section 1. In addition to the base salary scale, each full-time employee shall receive longevity compensation computed at one percent (1%) of their respective annual base salary for each two (2) years of completed service during their first twenty-four (24) years of service. After twenty-four (24) years, one-half percent (1/2%) of their base salary for the twenty-fifth year to a maximum of twelve and one-half (12-1/2%) percent after twenty-five (25) years of service. Employees hired after July 1, 2011 shall not be eligible for longevity.

## ARTICLE XX - TERMINAL LEAVE

Section 1. The terminal leave plan for employees who retire from the Borough shall be calculated as follows: 12.5% of their final year's annual base salary plus longevity upon completion of fifteen (15) years of service with the Borough as a full-time employee; and an additional 2.5% for each full year of service after fifteen (15) years service to a maximum of seventy-five (75%) percent of their last year's annual base salary plus longevity after forty (40) years of service as a full-time employee of the Borough. Employees hired after July 1, 2011 shall not be eligible for terminal leave.

Section 2. An employee terminating his or her service may elect to take the severance pay in one (1) payment or continue on the payroll for the designated period of his allowance, thereby continuing all employee benefits while he or she remains on the payroll.

Section 3. Terminal leave shall not be granted to any employee whose retirement is a result of actual or impending disciplinary proceedings.

Section 4. Hourly and part-time employees are not eligible for longevity.

## **XXI - PERSONNEL MANUAL**

Section 1. Attached hereto and made a part hereof is the Personnel Manual of the Borough of Tenafly, dated June 1, 2002, approved by the Mayor & Council July 11, 2002, and amended from time to time, which shall be binding upon the parties hereto. Any provisions in this Agreement inconsistent with the provisions in the Manual shall take precedent and be binding upon the parties.

## ARTICLE XXII – 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 in order to urge all members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances for bringing about compliance with the Union order.

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

## **ARTICLE XXIII – FULLY BARGAINED AGREEMENT**

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 provisions 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.

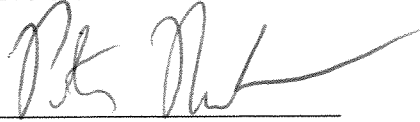


## ARTICLE XXIV - DURATION

Section 1. This Agreement shall be effective retroactive to January 1, 2011, except as otherwise provided herein, and shall expire December 31, 2013.

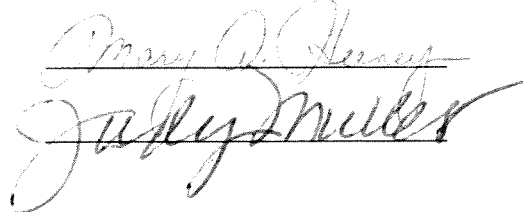
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

BOROUGH OF TENAFLY



Peter Rustin, Mayor

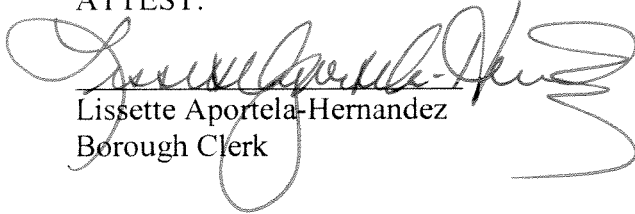
TENAFLY ADMINISTRATIVE  
BARGAINING UNIT



\_\_\_\_\_

\_\_\_\_\_

ATTEST:



Lissette Aportela-Hernandez  
Borough Clerk

ATTEST:

\_\_\_\_\_

**APPENDIX A-1**

**POSITION CLASSIFICATIONS REPRESENTED  
BY THE TENAFLY ADMINISTRATIVE BARGAINING UNIT**

**FULL – TIME**

Accounts Payable Clerk  
Administrative Assistant, Fire Services  
Administrative Assistant, Public Works  
Assistant Director, Senior Center  
Assistant Recreation Director  
Assistant to Tax Collector  
Code Enforcement Officer  
Court Administrator  
Custodian  
Department Secretary, Recreation  
Department Secretary/Technical Assistant  
Deputy Municipal Assessor  
Deputy Municipal Treasurer  
Fire Official/Fire Sub-Code Official  
Maintenance Worker, Police Department  
Payroll Clerk  
Receptionist  
Senior Assessing Clerk  
Senior Assistant to Director, Youth Center  
Tax Collector

**PART – TIME**

Accounts Payable Clerk  
Assistant to Tax Collector  
Clerical Assistant  
Code Enforcement Officer  
Custodian  
Deputy Court Administrator  
Electrical Sub-Code Official  
Elevator Sub-Code Official  
Fire Inspector  
Payroll Clerk  
Plumbing Sub-Code Official  
Recreation Assistant  
Senior Assessing Clerk  
Senior Center, Maintenance  
Violations Clerk  
Youth Services Assistant

**APPENDIX A-2**

**FORMULA FOR CALCULATION OF PART-TIME BENEFITS**

Formula: Days works x hours per day = hours worker per week

Hours works per week divided by 35 hours = percent of benefits

Example: Part-time employee works 2 days per week

2 days x 7 hours = 14 hours per week

$$\frac{14 \text{ hours per week}}{35 \text{ hour week}} = 40 \%$$

Holidays: 13 holidays @ 40 % = 5.2 holidays

Personal days: 6 days @ 40 % = 2.4 days

Vacation leave: 10 days @ 40 % = 4.0 days

Sick Leave: 10 working days @ 40% = 4.0 days