

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R24-529

OFFERED BY: _____ C. Roglieri _____

SECONDED BY: _____ C. Park _____

At a Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on December 3, 2024.

WHEREAS, the parties have reached a mutual agreement with respect to the minimum of those issues of employment and those terms have been memorialized in a Memorandum of Understanding dated December 2, 2024.

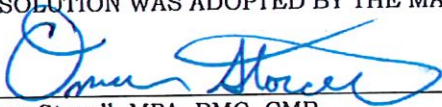
BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly that the Collective Bargaining Agreement for the period beginning January 1, 2024 and ending December 31, 2027 between the Administrative Unit and the Borough of Tenafly is hereby approved; and

BE IT FURTHER RESOLVED that the 2024 compensation was a part of the July 15, 2024 salary resolution, and retroactive compensation was previously paid in August 2024; and

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
CORSAIR	✓				O'CONNOR	✓			
MENON	✓				PARK	✓			
MICHAELS	✓				ROGLIERI	✓			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON DECEMBER 3, 2024.



Omar Stovall, MPA, RMC, CMR
Borough Clerk



AGREEMENT

Between

BOROUGH OF TENAFLY,
BERGEN COUNTY NEW JERSEY

And

TENAFLY ADMINISTRATIVE EMPLOYEES
BARGAINING UNIT

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

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AGREEMENT

THIS AGREEMENT was entered into this 3rd day of December, 2024 by and between the BOROUGH OF TENAFLY, County of Bergen, State of New Jersey, herein after referred to as the "Borough" and the Tenafly Administrative Employees Bargaining Unit, herein after referred to as the "Unit" and is retroactively effective January 1, 2024, except as otherwise provided herein, and shall expire December 31, 2027.

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, 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, house 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 arrive 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 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 or her 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/her authority.

The Borough Administrator in his/her 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 thirty (30) days following receipt of the written grievance. The meeting shall include the employee, the employee's representative, department heard, if applicable, and the Borough Administrator. The Mayor and Council shall render their decision within thirty (30) 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 (2) grievances to arbitration each calendar year, involving disputes over the imposition of suspension without pay of ten (10) days or more, termination or demotion. Arbitrators will be selected using the procedures of the New Jersey Public Employment Relation Commission and arbitrators will adhere to the rules of PERC in conducting arbitrations and rendering awards. An arbitrator will have the authority, based strictly on the record below 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 the respect to lost compensation, benefits and seniority and order, where appropriate, reinstatement of the employee to the position, or equivalent position which the employee held prior to the termination or demotion. Cost of arbitrator shall be split equally by the parties.

Section 2. All the 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 other 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 maintain order, safety, and/or 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, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed items 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:
Effective January 1, 2024, salaries and hourly rates set by resolution #R24-, with retroactive pay to January 1, 2024 paid in August 2024.
Effective January 1, 2025, 3% increase
Effective January 1, 2026, 3% increase
Effective January 1, 2027, 3% 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 1st shall be entitled to receive the pay increases. Employees hired after June 30th of any year shall not be entitled to receive a pay increase until January 1st following their one-year anniversary 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 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 rights 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 Administrator. 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, Borough Administrator, and the Department Head may have access to any or all of the personal history files. Any employee may, at reasonable time and in the presence of the Borough Administrator or his designee, 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 8:30am and end at 4:30pm 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 am 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 not charged time off. If an 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 Administrator prior to 9:00 am. Vacations should be scheduled in advance. Copies of the employee's vacation time as approved by the supervisor shall be provided to the Borough Administrator for attendance records and the employee's personal 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 case 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. The compensatory time accrual may not exceed a maximum of seventy (70) hours. Compensatory time accrued time between January --> July - Days must be taken by December of that calendar year; accrued time between August -- December - Days must be taken by June 30th of the following calendar year. Employees shall not receive compensation for accrued compensatory time upon separation unless terminated by the Borough.

Section 4. The title of Building Inspector shall receive call-in time at the rate of a minimum of two (2) hours at a 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, with the approval of the Borough Administrator 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 semi-monthly 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 workforce shall be based upon seniority and the employer's determination concerning the employee's ability to perform the work. 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 – VACATION

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 (6) 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 work 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	-	25 work days

Section 4. All employees hired after January 1, 2014 shall be eligible under the following vacation schedule at the beginning of the calendar year:

1-5 years	10 work days
6-10 years	12 work days
11-15 years	15 work days
16-25 years	20 work days
26 years or more	25 work days

Section 5. Vacation leave for part-time employees shall be pro-rated in accordance with the formula shown in Appendix A-2.

Section 6. The vacation leave for which an employee is eligible in any years 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 31st of the following year. If an employee has more than five (5) vacation days accrued, he or she 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 30th. 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 7. A full-time or regular part-time employee who resigns his/her position shall be entitled to receive pay for vacation unused during the current year. If prior to one (1) year of completed service, an employee terminates after taking vacation in advance of it being earned, the Borough reserves the right to hold back pay equal to the amount due.

Section 8. 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 or her duties he or she may, with appropriate approvals, either continue his or her vacation or take the balance of his or her 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 or she is eligible, that period of time equal to the vacation for which he or she is eligible and which he or she has not taken will be designated as vacation. For that period of time he or she will receive full vacation pay.

Section 9. 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
President's 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	Juneteenth

Section 2. In addition to the observed holidays above, employees covered by the agreement are entitled to one (1) paid floating holiday determined by January 1 each year, upon the recommendation of the Borough Administrator, 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 four (4) 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 Administrator 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 (1) or more personal days, except that one (1) 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 and the employees share the cost of the premiums as stated under Chapter 78. There is a waiting period of two (2) months following the employee's date of hire before health benefit coverage begins, provided the employee submits a properly completed application form. If the employee does not enroll within the sixty (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 sixty (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 sixty (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 6th enrollment becomes effective April 1st) in accordance with the enrollment effective dates established by the Dental Plan provider.

Section 3. Authority for Borough to offer The Difference Card option as part of SHBP medical insurance options.

1. The Borough has been advised that the NJSHBP may increase premiums substantially, effective January 1, 2025, and if this is effectuated, it would constitute the second significant double-digit increase in premiums within the past three (3) years, which will have a significant fiscal impact to the Borough and proportionately to the employees as well. Therefore, the Borough is performing due diligence on The Difference Card, a HSA plan approved by the NJSHBP. The Union agrees to authorize the Borough to offer The Difference Card or similar as approved by the NJSHBP and the Mayor and Council.
2. As an incentive to opt-into The Difference Card plan at the upcoming open enrollment for the NJSHBP, all eligible full time employees that participate by selection NJ 2035 or similar as approved by the Borough, will receive a

VSP Vision Plan for themselves and their eligible dependents. The Borough will pay the full amount of all premiums. An employee shall only be enrolled in the VSP Vision Plan if they have selected to participate with The Difference Card program in conjunction with selecting NJ 2035 or similar level approved by the Borough during NJSHP open enrollment held each year from October 1st to October 31st, with selections commencing on January 1st of each year.

3. All new employees hired externally after September 30, 2024 shall only be offered the following plans through the SHBP: Horizon BCBS NJ Direct 20/35 - coupled with the Difference Card; Aetna Freedom 20/35 - coupled with the Difference Card; or Omnia or equivalent HMO offered through the SHBP, if premiums are less than the above plans.

Section 4. 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 5. All employees hired after January 1, 2014 shall not be entitled to retiree health benefits. All full-time employees will receive group term life insurance coverage for themselves in the amount of Five Thousand (\$5,000.00) dollars with a double indemnity clause.

Section 6. 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 7. 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 8. 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 9. All information regarding the Retirement System may be obtained from the Finance Department.

Section 10. Employees may elect to voluntarily participate in one (1) of the deferred compensation plans made available by the Borough.

Section 11. All other statutory requirements, including Worker's Compensation, will be provided by the Borough.

Section 12. The Borough encourages employees to further their professional education as it related 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.

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, aunt, uncle or grandchild of the employee shall be entitled to a maximum of four (4) 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 one hundred (100) mile radius of Tenafly, then the employee shall be entitled to a maximum of five (5) 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. Bereavement leave for an aunt or uncle shall be limited to two (2) consecutive calendar days off including the day of the funeral without losing credit from vacation or personal days.

Section 3. Regular part-time employees would be entitled to 50% of the allotted time for full-time employees.

Section 4. Reasonable verification of the event may be required.

ARTICLE XIV – LEAVES OF ABSENCE

Section 1. Leave of absence may be afforded 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 (2) 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 or her 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.

ARTICLE 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 practical 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 twelve (12) 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) work weeks, 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. Employees hired after January 1, 2014 shall be entitled to salary continuation during periods of sick leave in accordance with the following schedule:

Continue of service of less than 1 month	none
At least 1 month, but less than 6 months	3 working days
At least 1 year, but less than 5 years	10 working days
At least 5 years, but less than 10 years	20 working days
At least 10 years, but less than 15 years	30 working days
At least 15 years, but less than 20 years	40 working days
Twenty plus years	60 working days

Section 4. For employees hired after January 1, 2014, five (5) unused sick days may be carried over each year and banked in a sick time bank. Employees must use their current allocation of sick days first and if sick days exceed the current allocation, they may draw down from their sick time bank, not to exceed sixty (60) days of sick time in a given year. Sick time used will be capped at sixty (60) days. Once an employee reaches

their 10th year of service, any days left in the sick time bank are forfeited. No sick time is paid out.

Section 5. "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 6. The salary continuation period runs consecutively without regard to the calendar year involved.

Section 7. The above schedule may apply to separate unconnected injuries or illnesses.

Section 8. A medical certificate by a Physician covering the period of illness may be required by the Mayor and Council.

Section 9. 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/she may be entitled under any Worker's Compensation Claim.

Section 10. 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 11. 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 12. A week shall be defined as five (5) days.

Section 13. Sick Leave Confinement Restriction

1. If an employee is absent for reason that entitle the employee to sick leave or of the employee is on Workers' Compensation leave because of an injury sustained during his or her place of confinement during the period in which he or she is scheduled for work on the day(s) in question, 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 or right to vote or to attend religious services.
- c. If an emergency necessitates his or her absence.

- d. A supervisor may visit an employee on sick leave or Workers' Compensation leave at his or 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 or her place of confinement during the scheduled workday(s).
- f. The employee may leave the place of confinement for convalescence. He or 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 Fire Inspector 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 (\$200.00) 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 being. 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 charge to personal sick leave.
- e. The Borough reserves the right to require medical examination by a physician at any time during the 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 (25) year to a maximum of twelve and one-half (12-1/2%) percent after twenty-five (25) years of service. All longevity will no longer be paid on the anniversary date but rather on the first of the month for which the anniversary date occurs. Employees hired after 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 of 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 or her 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.

ARTICLE XXI – PERSONNEL MANUAL

Section 1. Attached hereto and make a part hereof is the Personnel Manual of the Borough of Tenafly, dated December 17, 2024, with anticipated approval by the Mayor and Council 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 – FULLY BARGAINED AGREEMENT

If any provisions 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 XXIII – DURATION

Section 1. This Agreement shall be effective retroactive to January 1, 2024, except as otherwise provided herein, and shall expire December 31, 2027.


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

BOROUGH OF TENAFLY

TENAFLY ADMINISTRATIVE
BARGAINING UNIT



Mark Zinna, Mayor




Lisa Sherman



Al Carroll

ATTEST:



Omar Stovall
Borough Clerk

ATTEST:

APPENDIX A-1
POSITION CLASSIFICATIONS REPRESENTED
BY THE TENAFLY ADMINISTRATIVE BARGAINING UNIT

FULL-TIME

Accounts Payable Clerk
Administrative Assistant
Administrative Assistant, Fire Services
Administrative Assistant, Public Works
Assistant to Senior Center Manager
Assistant Recreation Director
Assistant Tax Collector
Clerical Assistant
Code Enforcement Officer
Department Secretary or Administrative Assistant, Recreation
Technical Assistant to the Construction Code Official
Fire Official/Fire Sub-Code Official
Finance Assistant
Deputy Treasurer
Senior Tax Clerk/Payroll Clerk
Site Supervisor
Violations Clerk

PART-TIME

Accounts Payable Clerk
Administrative Assistant
Clerical Assistant
Code Enforcement Officer
Electrical Sub-Code Official
Elevator Sub-Code Official
Fire Inspector
Plumbing Sub-Code Official
Purchasing Assistant
Recreation Assistant
Senior Assessing Clerk
Site Supervisor
Violations Clerk
Your Services Assistant

APPENDIX A-2
FORMULA FOR CALCULATION OF PART-TIME BENEFITS

Formula: Days worked x hours per day = hours worked per week

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

Example: Part-time employees works 2 days per week

2 days x 7 hours = 14 hours per week

14 hours per week
35 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