

# **A G R E E M E N T**

**BETWEEN**

**BOROUGH OF TENAFLY  
BERGEN COUNTY NEW JERSEY**

**AND**

**NEW JERSEY EMPLOYEES LABOR UNION  
LOCAL # 1, AFL-CIO**

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**January 1, 2001 through December 31, 2004**

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## **C O N T E N T S**

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## **A G R E E M E N T**

THIS AGREEMENT was entered into this 9<sup>th</sup> day of ~~March~~, *April*, 2003, by and between the BOROUGH OF TENAFLY, County of Bergen State of New Jersey, hereinafter referred to as the "Borough" and the New Jersey Employees Labor Union, Local #1, AFL-CIO, referred to as the "Union," and is retroactively effective January 1, 2001, except as otherwise provided herein, and shall expire December 31, 2004.

### **W I T N E S S E T H:**

WHEREAS, that for the purposes of mutual understanding and in order that a harmonious relationship may exist between the Borough and Union 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 Union 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, civilian dispatchers, 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 Union shall not represent temporary or seasonal employees, 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 Union 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 Union shall notify the Borough promptly of any changes of such designated representative.

## **ARTICLE II - UNION DUES**

Section 1. The Borough agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the Borough in writing to do so. Deductions shall be made on a bi-weekly basis. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The Borough agrees to furnish the Union monthly with a list of all employees whose dues and initiation fees have been deducted. The Borough also agrees to furnish the Union monthly with a list of newly hired employees and terminated municipal employees. The union will advise the Borough in writing of the amount of the initiation fees and monthly dues. The Union shall be entitled to collect up to eighty-five (85 %) percent of their normal monthly dues from all employees of this Union who are eligible for membership, but have declined membership in writing. This provision shall be consistent with the New Jersey State Statute, and shall remain in effect as long as the Statute is law.

## **ARTICLE III - 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 Union 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 union 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 IV - MANAGEMENT RIGHTS**

Section 1. Except as may be otherwise specifically provided in this Agreement to the contrary, the Borough hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limited to the following rights:

- (a) To the executive management and administrative control of the Borough government and its properties and facilities;
- (b) To hire all employees and to determine their qualifications and conditions for continued employment; and
- (c) To introduce new, different or improved methods and procedures in operations; and

Section 2. To establish policy, the Borough shall have the right to maintain the effectiveness of the Borough operations entrusted to it and to determine methods, means and personnel by which the Borough operations are to be controlled.

Section 3. 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.

Section 4. 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.

Section 5. The parties recognize that the Borough may perform evaluations of personnel. The Borough shall meet with the Union to discuss

and develop the formation of a performance evaluation form. The evaluation shall not affect salary increases.

## **ARTICLE V - COMPENSATION**

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

- (a) Effective January 1, 2001, 3.0 % increase
- (b) Effective January 1, 2002, 3.5 % increase
- (c) Effective January 1, 2003, 3.75 % increase
- (d) Effective January 1, 2004, 3.75 % 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 or has left the employ of the Borough as a result of retirement, disability, or death.

Section 3. Notwithstanding the above, full-time employees in the position classification of Civilian Dispatcher shall receive salaries in accordance with the salary schedule set forth in Appendix A-2-a and custodians shall receive salaries in accordance with the salary schedule set forth in Appendix A-2-b.

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 two (2) evaluations shall be conducted of every employee during each six (6) month probationary period. 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. An employee assigned to a higher classification through approval from a department head and Borough Administrator shall receive a ten (10 %) percent increase on the lower salary if assigned to the higher position for a period of ten (10) days or more. Increase shall be retroactive to the first day of assignment.

Section 6. A regular full-time or part-time employee who is discharged, with more than six (6) months of service, shall be entitled to two (2) weeks notice of discharge or may receive two (2) weeks pay in lieu of notice.

Section 7. The payroll period is bi-weekly.

## **ARTICLE VI - 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 Union representative if required, examine their own personal history file.

## **ARTICLE VII - 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. The position classification of Custodian may work a schedule from 4:00 P.M. to 12:00 A.M. prevailing time Tuesdays through Saturdays.

Section 2. The parties recognize that Civilian Dispatchers may be scheduled to work any shift day. Shifts shall be scheduled by the Police Chief in accordance with Police Department policy.

Section 3. 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.

## **ARTICLE VIII - 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 an 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. Employees shall not receive compensation for accrued compensatory time upon separation unless terminated by the Borough.

Section 4. The titles of Court Administrator, Building Inspector and Supervisor of Building Maintenance 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.

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. Employees who work on any Sunday shall be compensated for the hours worked at double time based on their annual base salary as aforesaid.



## **ARTICLE IX - 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 X - 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. During the first calendar year of employment, a newly hired employee shall be entitled to one (1) vacation day for each one (1) month of service after the successful completion of the probationary period.

Section 3. Full-time employees shall be eligible for vacation as follows:

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-3.

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.

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 eight or more calendar days duration in which case the following applies:

- (a) The employee's vacation will be deemed to have ceased with the first day of illness or injury; he will be placed on disability leave as of the first day. 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 disability 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 XI - HOLIDAYS**

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

New Year's Day	Independence Day
Martin Luther King Jr. Birthday	Labor Day
Presidents' Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Christmas Day
Thanksgiving Day	Day After Thanksgiving
Presidential Election 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. Employees shall work a half day on Christmas Eve and New Years Eve.

Section 5. Holidays shall be pro-rated for regular part-time employees.

## **ARTICLE XII - 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.

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.

## **ARTICLE XIII - INSURANCE, HEALTH & WELFARE**

Section 1. All eligible full-time employees will receive hospitalization coverage (Blue Cross and Blue Shield coverage, Rider J) or its equivalent, and major medical coverage and a Dental Plan, for themselves and their eligible dependents. The Borough will pay the full amount of all premiums.

Section 2. 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 Blue Cross and Blue Shield 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 3. 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 4. 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.

Section 5. 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 6. 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 7. All information regarding the Retirement System may be obtained from the Finance Department.

Section 8. Employees may elect to voluntarily participate in one of the deferred compensation plans made available by the Borough.

Section 9. All other statutory requirements, including Worker's Compensation, will be provided by the Borough.



## **ARTICLE XIV - 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 the employee shall be entitled to a maximum of four consecutive working 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.

## **ARTICLE XV - 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 sad 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.

## **XVI - 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) workweeks 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,

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.

## **ARTICLE XVII - 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.

Section 2. Salary continuation during periods of sick leave may be granted 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 9 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.

## **ARTICLE XVIII - EMPLOYMENT RELATED DISABILITY 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.

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.



## ARTICLE XX - TERMINAL LEAVE

Section 1. The terminal leave plan for all retiring full-time employees shall be as follows:

Years of  
Service Completed

15 years	1-1/2 months of base salary plus longevity
20 years	3 months of base salary plus longevity
25 years	4-1/2 months of base salary plus longevity
30 years	6 months of base salary plus longevity
35 years	7-1/2 months of base salary plus longevity
40 years and over	9 months of base salary plus longevity

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 Tenaflly, dated June 1, 2002, approved by the Mayor & Council July 11, 2002, 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.

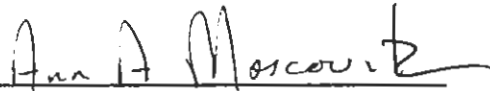
## ARTICLE XXII - DURATION

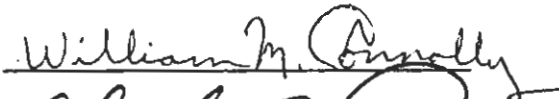
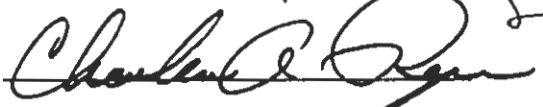
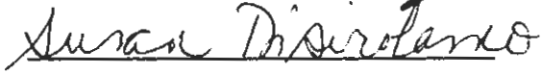
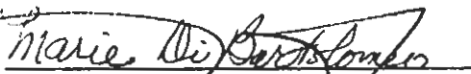
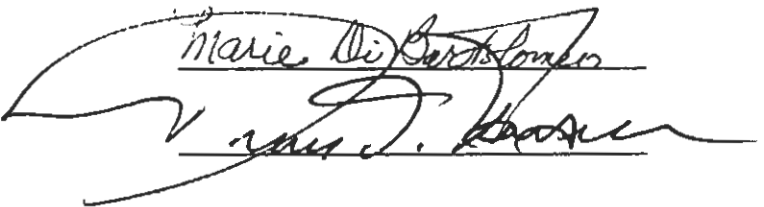
Section 1. This Agreement shall be effective retroactive to January 1, 2001, except as otherwise provided herein, and shall expire December 31, 2004.

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

BOROUGH OF TENAFLY

NEW JERSEY EMPLOYEES  
LABOR UNION, LOCAL #1,  
AFL-CIO

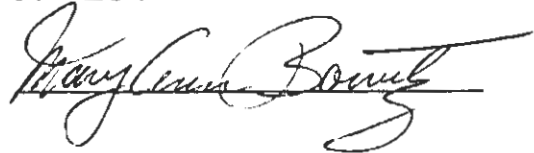
  
Ann A. Moscovitz, Mayor

ATTEST:

  
Nancy Hatten, Borough Clerk

ATTEST:



APPENDIX A-1

POSITION CLASSIFICATIONS REPRESENTED BY LOCAL #1

Full-Time

Accounts Payable Assistant  
Administrative Assistant, Fire Services  
Administrative Assistant, Public Works  
Civilian Dispatcher  
Court Administrator  
Custodian  
Department Secretary, Recreation  
Department Secretary/Technical Assistant  
Department Secretary, Registrar of Vital Statistics  
Deputy Municipal Assessor  
Deputy Municipal Treasurer  
Deputy Tax Collector  
Fire Official/Fire Sub-Code Official  
Maintenance Worker  
Public Health Nurse  
Receptionist  
Senior Assessing Clerk  
Senior Assistant to Director, Youth Center  
Supervisor of Building Maintenance  
Tax Clerk

Part-Time

Assistant Director, Senior Center  
Building Sub-Code Official  
Code Enforcement Officer  
Civilian Dispatcher  
Clerical Assistant  
Custodian  
Electrical Sub-Code Official  
Elevator Sub-Code Official  
Fire Inspector  
Payroll Clerk  
Plumbing Sub-Code Official  
Violations Clerk  
Youth Services Assistant

APPENDIX A-2-a

SALARY SCHEDULE - CIVILIAN DISPATCHER

<u>YEARS EMPLOYED</u>	<u>SALARY Eff. 1/1/03</u>	<u>SALARY Eff. 1/1/04</u>
Starting Rate	\$ 24,700	\$ 25,626
1	\$ 25,688	\$ 26,651
2	\$ 27,229	\$ 28,250
3	\$ 28,862	\$ 29,944
4	\$ 30,593	\$ 31,740
5	\$ 32,428	\$ 33,644
6	\$ 35,000	\$ 36,313

Civilian Dispatchers will receive salary increases retroactive to January 1, 2001 based upon the across-the-board increases set forth in Article V, Section 1.

Effective January 1, 2003, each Dispatcher shall receive the across-the-board increase set for in Article V, Section, 1, and shall be placed on the appropriate Step of the salary schedule as shown below:

Emilio Gomez - Step 1                      Lisa Panzella - Step 5  
Sean McNamara - Step 1                  Shana Prystowsky - Step 4

Each Dispatcher shall advance to the next Step of the salary schedule on their respective anniversary date of hire until the maximum Step is reached.

Effective January 1, 2004, each Dispatcher shall receive the salary increase reflected in the salary schedule shown above and shall advance to the next Step of the salary schedule on their respective anniversary date of hire until the maximum Step is reached.

Any Dispatcher reaching Step 6 shall receive the appropriate salary increase only in that year.

## APPENDIX A-2-b

Effective January 1, 2003, the minimum annual salary for Custodians will be \$ 24,000 and the maximum annual salary will be \$ 30,000. The minimum and maximum salaries will be increased annually by the amount of the across-the-board raised provided for in this Agreement and any subsequent Agreement.

Effective January 1, 2003, Wilson Aldahondo will receive an annual salary of \$ 27,500 and Robert Rodriguez will receive an annual salary of \$ 26,800.

On January 1, 2004, each Custodian will receive the across-the-board raise set forth in Article V, Section 1 of the Agreement.

Each Custodian will also receive retroactive raises for 2001 and 2002 based upon the across-the-board increases provided for in Article V.

### APPENDIX A-3

#### 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 = per cent 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