

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R21-458

OFFERED BY: C. Park

SECONDED BY: C. Michaels

At a Recess Meeting of the Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on January 2, 2022.

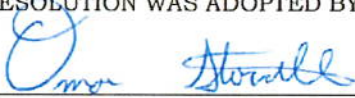
WHEREAS, the parties have reached a mutual agreement with respect to the minimum of those issues of employment and those terms have been memorialized in a Memorandum of Understanding dated November 15, 2021.

BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly that the Collective Bargaining Agreement for the period beginning January 1, 2020 and ending December 31, 2023 between OPEIU Local 32 and the Borough of Tenafly is hereby approved.

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

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
DAYTON	✓				MICHAELS	✓			
GROSSMAN	✓				O'CONNOR	✓			
MENON	✓				PARK	✓			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON JANUARY 2, 2022



Omar Stovall, MPA, RMC, CMR
Borough Clerk

AGREEMENT

Between

**BOROUGH OF TENAFLY
BERGEN COUNTY NEW JERSEY**

And

OPEIU LOCAL 32

January 1, 2020 through December 31, 2023

CLEARY GIACOBBE ALFIERI JACOBS, LLC
169 Ramapo Valley Road
Oakland, New Jersey 07438
973-845-6700

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PREAMBLE AND RECOGNITION

THIS AGREEMENT, entered into this day of _____, 2022 by and between Borough of Tenaflly (hereafter the "Borough" or the "Employer"), and OPEIU Local 32, a duly appointed representative (hereafter the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

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

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

Excluded: Managerial executives, confidential employees, non-supervisory employees within the meaning of the Act, police, director of finance, chief financial officer, casual employees, borough administrator, administrative assistant to the borough administrator, borough clerk, executive assistant to the borough clerk, secretary to the borough administrator, crossing guards, dispatchers, employees in the Tenaflly Administrative Employees Bargaining Unit (including the following full-time employees: assistant director - senior center, assistant director - recreation, accounts payable assistant, assistant to the tax collector, administrative assistant - fire services, administrative assistant - public works, court administrator, custodian, lead custodian, department secretary - recreation, department secretary/technical assistant, department secretary - registrar of vital statistics, deputy municipal assessor, deputy municipal treasurer, deputy tax collector, fire official/fire sub-code official, payroll clerk, receptionist, senior assessing clerk, senior assistant to director - youth center, and the following part-time

employees: clerical assistant, custodian, code enforcement officer, deputy court administrator, electrical sub-code official, elevator sub-code official, fire inspector, plumbing sub-code official, recreation assistant, violations clerk, and youth services assistant), and all other employees employed by the Borough of Tenafly.

ARTICLE I

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the following rights:

(1) The executive management and administrative control of the Borough, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

(2) To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.

(3) Management's rights to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Borough.

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

(5) To set rates of pay for temporary and/or per diem employees.

(6) To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

(7) Nothing contained herein shall prohibit the Borough from contracting out any work and/or entering into individual agreements or shared services.

(8) To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

(9) To recall employees with no advance notice for emergency situations or any declaration of a state of emergency by the Mayor of the Borough of Tenafly or his/her/their designee.

(10) The parties recognize that the Borough may perform evaluations of personnel.

(11) The Employer reserves the right to all other conditions of employment not reserved and to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough involved.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may proceed unless it constitutes a controversy arising

over the application or alleged violation of negotiable terms and conditions of employment in this contract.

ARTICLE II

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that, during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee for his/her position, or stoppage of work, or absence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out, or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to:

- (1) Withdraw dues deduction privileges; and/or
- (2) Terminate the employee or employees involved in such activities.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer, and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

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

members of the employer.

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

ARTICLE III

GRIEVANCE PROCEDURE

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

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

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

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The Union and/or employee shall institute written action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Borough Administrator and/or designee for the purpose of resolving the matter informally. The written grievance at this step will be filed with the Borough Administrator and/or designee which shall contain the relevant facts and a summary of any preceding oral discussion if available, the applicable section of this Agreement violated, and the remedy

requested by the grievant. The Borough Administrator and/or designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance and will then supply the answer to the grievance and union.

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

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

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

ARTICLE IV

SALARIES/LONGEVITY/DEFERRED COMPENSATION

A. Wages

- | | |
|--------------------|--------------------------|
| 1. January 1, 2020 | 2% Retroactive to 1-1-20 |
| 2. January 1, 2021 | 2% Retroactive to 1-1-21 |
| 3. January 1, 2022 | 2% |
| 4. January 1, 2023 | 2% |

**Any employees who retired, resigned and/or was terminated prior to the execution and ratification of the successor collective negotiations agreement shall not be afforded any retroactive wage increases.

B. Longevity

In addition to the base salary scale set forth in the current labor agreement, each regular full-time employee hired prior to January 1, 2012 shall receive longevity compensation computed at one percent (1%) of their respective annual base salary for each two (2) years of completed service up to a maximum of 10% during their first 20 years of service. After 20 years, one half percent (½%) of their base salary for every two (2) years thereafter to a maximum of 12.5% after 30 years of service. No Borough employee shall be entitled to receive credit for any period of prior service in any state, county or other municipal employment except prior service in the Borough of Tenafly. 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 January 1, 2012 are not afforded longevity.

C. Deferred Compensation

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

ARTICLE V

OVERTIME/COMP TIME

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

B. A non-exempt employee may by mutual agreement with their supervisor arrange for compensatory time on a one and one-half (1 ½) hour basis in lieu of overtime pay for hours worked in excess of forty (40) hours within a workweek and only in cases of unusual work scheduling. The maximum limit on accrued compensatory time is forty (40) hours representing not more than 26 hours and 40 minutes of actual overtime worked. Once this maximum is accumulated, all additional hours will be compensated by overtime pay. The Borough Administrator must be notified in writing if such an arrangement is agreed upon. Employees working overtime without prior approval will be subject to disciplinary action.

C. Attendance at evening meetings are considered part of the regular work week for exempt employees. Those exempt employees whose attendance at an evening meeting exceeds forty (40) hours in a work week may, by mutual arrangement with the Borough Administrator, and in writing, be granted compensatory time off on an hour for hour basis when conditions permit. The Borough Administrator must notify the employee in writing.

D. Those eligible employees not receiving overtime for hours worked beyond forty (40) hours, may be granted compensatory time off when conditions permit.

(1) Department Heads do not receive overtime compensation but may, by mutual agreement arrange for compensatory time off with the Borough Administrator on an hour for hour basis in cases of unusual work scheduling over forty (40) hours in one work week. Compensatory time accrued from January through June must be used before the end of the same calendar year or is waived. Compensatory time accrued from July through December must be used within the first six (6) months of the following calendar year (no later than July 1st) or is waived. Approval for compensatory time must be provided by the Borough Administrator in writing or otherwise will not be recognized. In no event will compensatory time earned be paid out upon separation of employment.

(2) In those few cases when a non-exempt employee, in agreement with the Department Head, works additional hours, overtime compensation will be paid at one and one half (1 ½) times the hourly rate, which is determined by taking the annual base salary divided by one thousand eight hundred twenty (1,820) work hours per year. Sick, vacation, and personal leave shall not count for purposes of calculating hours worked for overtime.

(3) Employees who are required to work overtime and miss their regular meal period shall be reimbursed for reasonable meal expenditures up to an amount of Fifteen (\$15.00) Dollars per meal upon the submission of supporting receipts to the employee's Department Head.

ARTICLE VI

VACATION LEAVE

A. For employees hired prior to May 1, 2012, 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 day
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	23 years	- 24 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
		or more	

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

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

Commencement of 16th year to 20 days
completion of 25 years

Commencement of 26th year 30 days

B. If any official holiday occurs during an employee's vacation, he or she will be entitled to any additional day in lieu of the holiday. Official holidays will not be counted as a vacation day.

C. Vacation leave during the last year of service shall be prorated.

D. Vacation leave requests must be approved in advance by management.

E. The vacation for which an employee is eligible in any employment year must be taken in that year and cannot be carried forward, except that if a vacation is denied due to operational need, the employee may carry up to one week of vacation which must be taken by April 1st. Such time shall not be unnecessarily denied.

F. If an employee becomes ill or is injured before leaving for the 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 (8) or more calendar days' duration, in which case the following applies:

The employee's vacation will be deemed to have ceased with the first day of illness or injury; he/she will be placed on sick leave as of the first day. When such employee has recovered sufficiently to be able to resume his/her/their duties, the employee may either continue the vacation or take the balance of his/her/their vacation and the provisions of the next shall apply:

(1) If an employee on sick leave approaches the end of a calendar year of employment without having taken and without being able to take all of the vacation for which he/she is eligible, that period of time equal to the vacation for which he/she is eligible, but has

not taken, will be designated as vacation. For that period of time, the employee shall receive full vacation pay.

ARTICLE VII

SICK LEAVE

A. Sick leave is defined as the temporary absence of an employee from work because of personal illness or non-job related injury authorized by the Borough. Such absence may include the use of full or half-days of sick leave for a doctor's appointment or medical testing procedures provided a physician's note is submitted.

B. Salary continuation during periods of sick leave may be granted to full-time employees, and pro-rated for regular part-time employees in accordance with Appendix A-2, based on length of continuous service, in accordance with the following schedule and subject to the provisions hereof:

(1) Employees hired prior to January 1, 2014

<u>Continuous Service</u>	<u>Salary Continuation Period</u>
Less than one 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

(2) All employees hired after January 1, 2014 shall be entitled to the following salary continuation during periods of sick leave:

0-1	None
1 to 6 months	3 days
6 months to 1 year	5 days
1 year to 5 years	10 days
5 years to 10 years	20 days
10 years to 15 years	30 days
15 years to 20 years	40 days
20+ years	60 days

C. 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, which bank is not to exceed a total of thirty (30) sick days in any given year. For extended illnesses, employees must use their yearly allocation of sick days first and if sick days exceed the current allocation in any given year, they may draw down from their sick time bank, not to exceed 30 days of sick time in any given year. Once an employee reaches their 10th year of service, any days left in the sick time bank are forfeited and carry-over of sick time will cease. Sick leave granted pursuant to this agreement is not subject to payout upon separation of employment.

D. "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.

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

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

G. A medical certificate by a health care professional or other appropriate documentation covering any period of sick leave for three (3) or more consecutive days may be required by the Department Head/Personnel Director/Borough Administrator. If such documentation is required, it is to be presented by the employee within seven (7) working days of the request and/or date of foreseeability of the leave.

H. 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 Workers' Compensation Claim.

I. 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. Nothing contained herein shall prohibit the employee from requesting additional time. Such decision by the Mayor and Council is non-grievable.

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

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

L. Sick Leave Confinement Restriction:

(1) If an employee is absent for any reason that entitles the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his/her/their employment, the employee shall remain at his/her/their place of confinement during the period in which he/she/they 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/her/their right to vote or attend religious services.
- (c) If an emergency necessitates his/her/their absence.
- (d) The employee may leave the place of confinement for convalescence. He/she/they shall advise the Borough of the address and telephone number at such location.

(2) A supervisor may visit an employee on sick leave or Workers' Compensation leave at his/her/their residence or place of confinement.

(3) A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his/her/their place of confinement during the scheduled workday(s).

M. The Union hereby waives all aspects of the New Jersey Earned Sick Leave Law.

ARTICLE VIII

PERSONAL TIME

A. All full-time employees hired before May 1, 2012 shall be allowed six (6) personal days off per year following completion of one (1) full year of employment. Employees hired after May 1, 2012 shall be entitled to four (4) personal days per year.

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

C. 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.

D. Employees seeking to use a personal day shall submit a request in writing (or via email) to his/her/their 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 Human Resources Manager for time and attendance record-keeping. The use of personal days shall be allowed in full or half-day increments only. The use of a personal day shall not be permitted on the day immediately preceding or following a holiday observed by the Borough or an approved vacation day or period of vacation leave or in conjunction with one or more personal days, except that one personal day may be used in conjunction with a holiday provided it is scheduled in advance and subject to Department Head approval.

ARTICLE IX

BEREAVEMENT LEAVE

A. In the event that an employee suffers a death in his/her/their immediate family which for this purpose is defined and limited to husband, wife, spouse, child, mother, father, grandfather, grandmother, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild of the employee shall be entitled to a maximum of four (4) work days off including the day of the funeral without losing credit from vacation or personal days. In the event the funeral of such an immediate family member is held outside a 100-mile radius of Tenafly, then the employee shall be entitled to a maximum of five (5) days off including the day of the funeral.

B. "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.

C. Reasonable verification of the event may be required.

ARTICLE X

INSURANCE

A. All eligible full-time employees will receive a health plan of the employee's choice under those offered to local government employees by the New Jersey Health Benefits Program, or its equivalent, for themselves and their eligible dependents. All employees will contribute towards their health benefits at the Tier 4/Year 4 rates as set forth in Chapter 78, P.L. 2011. The employer reserves the right to change insurance carriers so long as substantially similar benefits are provided.

B. All eligible full time employees will receive a Dental Plan for themselves and their eligible dependents. The Borough will pay the full amount of all premiums. An employee shall be enrolled in the Dental Plan first month following the month of his or her date of hire (i.e., date of hire March 6th, enrollment becomes effective April 1st) in accordance with the enrollment effective dates established by the Dental Plan Provider.

C. For those employees retiring with at least twenty-five (25) years of service with the Borough as a full-time employee and having reached a minimum age of fifty-five (55) and who are eligible for either a disability retirement or retirement in the Public Employee Retirement system with 25 years of service credit, the Borough will pay 64% of the premium assessed to the employee and their spouse (up to the age of 65 only) for the cost to maintain coverage under the State Health Benefits Medical Plan in accordance with the limitations therein and until the employee is eligible for Medicare. Employees hired after January 1, 2014 shall not be entitled to this paragraph.

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

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

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

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

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

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

J. Eyeglasses accidentally broken during a full-time employee's performance of his or her job shall be repaired or replaced by the Borough by reimbursement upon submission of all receipted bill to the employee's Department Head. If reimbursement can be made by Workers' Compensation Insurance, then no second reimbursement is to be paid. The maximum reimbursement shall be up to three hundred (\$300.00) dollars.

ARTICLE XI

HOLIDAYS

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

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

B. 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, by resolution of the Mayor and Council.

C. 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.

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

ARTICLE XII

WORK-INCURRED INJURY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

MILITARY LEAVE

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

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

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

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

ARTICLE XIV

JURY DUTY

The Borough shall afford time off and payment to employees in accordance with N.J.S.A.

2B:20-16.

ARTICLE XV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, pregnancy, ancestry, familial status, marital/civil union status, domestic partnership status, affectional or sexual orientation, gender identity and expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, including perceived disability, AIDS or HIV status, or, political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any union or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVI

PROBATIONARY STATUS

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

ARTICLE XVII

FMLA/FLA

Leave shall be applied in accordance with any applicable laws, and in accordance with the Borough's current Policies and Procedures Manual; and if granted, will run concurrent with any sick, vacation, or personal time required to be used by an employee.

ARTICLE XVIII

TERMINAL LEAVE

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

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX

UNION RIGHTS

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

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

ARTICLE XXI

FULLY BARGAINED AGREEMENT

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

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

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

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

modify this Agreement, or in manner affect the contractual relationship of the parties hereto.

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

ARTICLE XXII

DURATION

A. This Agreement shall be in full force and effect for four (4) years from January 1, 2020 through and including December 31, 2023, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

B. Where no such cancellation or termination notice is served and parties desire to continue said Agreement but also desire to negotiate changes or revisions to this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2023 advising that such party desires to review or change the term or conditions of such Agreement.

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

BOROUGH OF TENAFLY

TENAFLY OPEIU LOCAL 32

BY: Mark Zinna
Mark Zinna, Mayor of Tenafly

BY: Mary Short
Name: Mary Short
Title: Business Rep.

BY: _____
Name: Mary Short
Title: