

Latest Revisions: 11\09\90
 Approved by Resol.: 11\13\90

A G R E E M E N T

WHEREAS, the laws of New Jersey permits negotiations between segments of the public employees sector; and

WHEREAS, it has been determined that the employees of the Parks Department exclusive of the Superintendent and any clerical or part time employees calling themselves "Tenaflly Parks Department Employees Assn." constitute a bargaining unit so recognized by the Mayor and Council of the Borough of Tenaflly; and

WHEREAS, the members of the "Tenaflly Parks Dept. Employees Assn.", hereafter referred to as "Parks" were party to an agreement with the Borough of Tenaflly covering the terms and conditions of the employment period of January 1, 1984 through December 31, 1986, the initial agreement for the "Parks" employees, and from January 1, 1987 to December 31, 1987, and again from January 1, 1988 through December 31, 1989 modifications of the original agreement, and

WHEREAS, "Parks" and The Borough have reached the following agreement covering the terms and conditions of the employment period of January 1, 1990 through December 31, 1991, and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Except as may be otherwise specifically provided in this agreement to the contrary, the Borough of Tenaflly 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;

(c) To introduce new, different or improved methods and procedures in operations.

(d) To determine the number and type of equipment and the materials, products and supplies to be used or operated.

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

x 1/1/90 - 12/31/91

2.a. Definitions:

"Employee" A person employed by the Borough of Tenafly on a full time salaried basis and for a regular fixed compensation (other than a retainer or compensation for temporary employment).

"Continuous Service" That period of time between the effective date of an employee's date of employment on a full time basis and the current date. If an employee has left the employ of the Borough and returned, prior time as a full time employee may be added to current to determine benefits based upon length of service.

"Termination of Employment" Separation of an employee from the Borough's employment by resignation, layoff, discharge or retirement.

"Resignation" Termination of employment initiated by the employee.

"Discharge" Termination of employment initiated by the Borough for cause.

"Layoff" Termination of employment initiated by the Borough for reasons other than cause such as a reduction in forces.

3. Employment Procedures:

a. A medical examination may be required of the new employee at the expense of the Borough. The applicant's medical and physical condition must be suitable with regard to the duties and requirements of the position for which the individual is employed. The completed medical form must be returned directly to the Borough Clerk by the Physician.

b. An applicant shall be advised of Borough personnel policies, probationary period, duties of the position and any other appropriate information. Applicant will be asked to sign a form indicating receipt of job information, contractual obligations, and advisement of probationary period of employment.

c. On first day of employment, all new employees must report to office of the Borough Clerk for the filing of an I-9 (Anti-alien) form. Proof of citizenship (i.e. current passport, or birth certificate and driver's license) must be provided by employee at that time. At that time enrollment may be made for medical coverage and also appear at Treasurer's office for completing of PERS application and W-4 tax form.

d. Right to Know Act: Under the New Jersey Worker and Community Right to know act, workers have certain rights and access to information about substances with which they work. In compliance with this act, the Borough of Tenafly has completed the Right To Know Survey and Hazardous Substance Fact Sheets which are routinely updated and are available to you via your department head and/or the Health Department located in the Borough Hall. It is your responsibility to acquaint yourself with the survey which is applicable to your department/position.

e. Probationary Period: New appointees to permanent positions shall serve a probationary period of six (6) months during which time they shall have the opportunity to perform in such a manner as satisfies Borough Requirements. Two (2) weeks prior to the expiration of the six month period a performance evaluation shall be completed and in the event of same being positive, said employee shall then become a permanent employee. This evaluation by Supervisor will be kept in employee's personnel file in the office of the Borough Clerk. An unsatisfactory performance evaluation which will be kept on file may result in separation from the Borough. The Mayor and Council reserves the right to extend the Probationary Period.

f. Records. The Borough Clerk shall be responsible to the Mayor and Council to establish and maintain all personnel records. Confidential personal history and employment files for each employee will be maintained in the office of the Borough Clerk. A supervisor may examine the files of his subordinates in the office of the Borough Clerk and an employee may, at reasonable times, examine his own file in the office of the Borough Clerk.

g. Parksmen shall be notified from time to time of other vacancies that may exist and the qualifications required so that consideration may be given to them if they wish to apply for another position providing they meet the requirements. Application must be made in writing and prior to specified time stated to be considered.

4. Parks Employees covered by this agreement agree to be bound by the terms of the Salary Ordinance of the Borough of Tenafly applicable for 1990 and 1991 and the Tenafly Code of Ethics except as may be modified herein.

The Borough of Tenafly will adopt a salary ordinance consistent herein and providing for the pension, current Blue Cross, Blue Shield, Rider J and Major Medical and Dental Plans or equivalent as well as insurance and other fringe benefits as they currently exist. This cost will be paid for by the Borough. The Borough will reimburse the cost of the Blue Cross/Blue Shield portion (or equivalent named coverage) under State of New Jersey Plan for members (but not dependents) who are retired with twenty-five (25) years service having attained age fifty-five (55).

4.-a. The Borough agrees to pay for three (3) cholinesterase blood tests per employee per year to test for acute organic phosphates to the use of certain chemicals as part of their work to a maximum cost of \$100 in any one calendar year per employee.

4.-b. Cobra Entitlement: This is a federally mandated continuation benefit that applies to both hospitalization and major medical coverage. In summary, the employee has the option to continue existing Borough medical coverage at the employee's own expense should employment with the Borough be terminated. Detailed information is available from the Borough Clerk. This section is subject entirely to whatever the federal regulations may be at the time.

5. In conjunction with the aforesaid, the annual salaries payable in a weekly payroll for the calendar years' 1990 and 1991 shall be as follows:

PARKS DEPARTMENT		- EFFECTIVE JANUARY 1, 1990		JANUARY 1, 1991
Employee Rank		BASE SALARY		BASE SALARY
Full Time Employees				
(1) Highest Grade Parksmen		34,200.00		36,400.00
(2) Next	" "	30,170.00		32,100.00
(3) "	" "	27,756.00		29,533.00
(4) Lowest	" "	25,342.00		26,964.00

Highest Grade Parksmen will divide equally a \$1,490/per year Supervision and/or Teaching allowance to be added to above salary rate for the year 1990 and \$1,585/per year for 1991.

Parks Department: In addition to the base salary scale set forth in this ordinance 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 (1/2%) percent of their base salary for one year to a maximum of twelve and one-half percent (12 1/2%) after twenty-five (25) years of service.

All salary increases for the year 1990 and 1991 shall begin effective January 1 of each year.

5.-a. During the months of September, October and November 1990 and April, May, June, September, October and November 1991, the Parksmen shall work five (5) days per week, forty (40) hours per week for a maximum of 130 additional hours per year. For these additional hours the Highest Grade Parksmen (1) shall be paid at an hourly rate of \$19.06 for the year 1990 and \$20.29 per hour for the year 1991. For the balance of the year, the Parksmen shall work the current thirty-five (35) hour four (4) day week. The above arrangement is due to a reduction in the number of Parksmen to a total of three. Should a fourth Parksmen be added then this paragraph becomes null and void and all Parksmen shall resume working the thirty-five (35) hour four (4) day week. Should a Grade (2), (3) and/or (4) Parksmen be included in the total of three (above), then their hourly rate shall be calculated as their base salary divided by 1820.

5.-b. Each fully licensed pesticide applicator shall receive an annual stipend of three hundred dollars (\$300) during the term of this contract. Upon presentation of evidence of their license to the Superintendent of Parks shall submit a voucher once per year for payment to the Parksmen.

6. All full-time employees of Parks shall be allowed forty-two (42) hours of personal time off per year. In the event that they are not utilized within the calendar year, a maximum of fourteen (14) hours may be taken until February 28th of the following year. Except for family or personal emergencies, personal time shall not be taken without clearance from the Superintendent of Parks and twenty-four (24) hour notice. Personal time may be taken in hours but preferably in larger increments such as a working day. Notwithstanding the aforesaid, those employees who are required to make visits to the Veteran's Administration during work hours shall be excused without losing credit for personal time or vacation time. At the option of the employee, a maximum of two (2) vacation days may be taken in hours as permitted for personal time.

7. Should a full-time employee of Parks be called to jury duty, either petit or grand, on County, State or Federal level, said employee shall remit to the Borough any sum paid for jury duty except any expenses paid by the Court System and in so doing shall be paid their regular salary while at Jury duty. In the event however that an employee reports in the morning for jury duty and is excused for the remainder of that day they shall then report as promptly as possible for work the remainder of their work day.

8. In the event that an employee suffers a death in his immediate family which for this purpose is defined and limited to husband, wife, child, mother, step-mother, father, step-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 days off up to and including the day of the funeral without losing credit from vacation or personal days. For the purposes of this agreement a stepfather or stepmother must in fact be a bonafide substitute for a natural parent of an employee. 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 up to and including the day of the funeral. If the funeral of a relative of an employee, other than a relative listed above, is held on a work day, the employee may have the work day off providing he actually attends the funeral. However, the employee may not have more than one work day off per calendar year under these conditions.

9. The bargaining unit recognizes the requirement for employees to be punctual in their work assignments and in the event that an employee becomes habitual in tardiness or absenteeism or abuse of sick leave provisions then it is understood that the Superintendent of Parks shall take appropriate discretionary action to correct this problem and failing this, the employee is subject to suspension or dismissal.

10. Transfer Clause: It may be necessary to temporarily transfer an employee from Parks to D.P.W. or vice-versa when a vacancy exists temporarily. In such cases the transfer shall not last longer than thirty (30) days without the permission of the employee affected and

the superintendents of Parks and D.P.W. The selection of the employee required to make the transfer shall be based upon either a volunteer or the employee with the least seniority who happens to be available. While working for the other department the employee will be expected to work the hours scheduled in the other department and follow the instructions by the supervisor in that department.

11. EXCEPT AS REFERRED TO IN SECTION 5.-a. (above) The normal working hours for the Parks Department for the life of this Contract is agreed to be as follows:

7:15 A.M. STARTING TIME

9:30 A.M. MORNING COFFEE BREAK (15 MINUTES-NOT DEDUCTED)

12:00 TO 12:30 P.M. LUNCH BREAK (subject to adjustment by Superintendent as necessary)

4:30 P.M. QUITTING TIME (4 Day Week)

3:45 P.M. QUITTING TIME (5 Day Week)

TOTAL TIME WORKED IS 8 3/4 HOURS/PER DAY (4 Day Week)

TOTAL TIME WORKED IS 8 HOURS/PER DAY (5 Day Week)

Each employee will be required to work the normal thirty-five hours per week and there shall be Parks employees present on each normal work day. The Superintendent of Parks shall prepare schedule of days to be worked by each employee so as to provide adequate work coverage. Days off, personal, vacation ** and holidays shall be on the basis of a normal work day of seven hours. On weeks when holidays occur, the Parks employees shall work a seven (7) hour day and be off on the Holiday. This is understood to be experimental for the life of this Contract.

12. HOLIDAYS: The employees of the Parks Department who are paid on an annual salary basis shall receive the following holidays and personal days in accordance with the schedule for their respective department or category:

Parks Department:

New Year's Day

Martin Luther King's Birthday

President Lincoln's Birthday

President Washington's Birthday

Good Friday

Memorial Day

Independence Day

Six (6) Personal Days

Labor Day

Columbus Day

Election Day/Pres. Year Only

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

13. VACATIONS: Parks Department: All regular and full time employees shall be eligible for vacations as follows:

Less than one year- New employees who have been in continuous service with the Borough for six (6) months are entitled to a vacation of five (5) working days. On the first anniversary of employment, the vacation schedule following shall apply.

1 year - 10 working days	13 years - 18 working days
2 years - 11 "	14 years - 19 "
3 years - 11 "	15 years - 20 "
4 years - 12 "	16 years - 20 "
5 years - 12 "	17 years - 21 "
6 years - 13 "	18 years - 21 "
7 years - 14 "	19 years - 22 "
8 years - 15 "	20 years - 22 "
9 years - 16 "	21 years - 23 "
10 years - 16 "	22 years - 23 "
11 years - 17 "	23 years - 24 "
12 years - 17 "	24 years - 24 "
25 years and over - 25 working days	

a. Vacations may be taken any time during the year subject to seniority rights and scheduling to provide adequate manning.

b. The vacation time for which an employee is eligible in any employment year must be taken during that year and cannot be carried forward unless, due to a December starting date, the eligibility occurs too late in the year to schedule the vacation time.

c. A vacation may not be waived by an employee and vacation pay received in lieu thereof.

d. 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 with the Superintendent.

e. If an employee becomes ill or is 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:

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 the paragraph next following shall apply.

If an employee on disability leave approaches the end of a year of employment 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.

An employee may obtain his salary in advance of his vacation, covering the period of vacation, if requested two (2) weeks in advance. The request should be made in writing to the Chief Finance Officer through his department head or supervisor.

A regular full time employee who resigns his position shall be entitled to receive pay for earned vacation, unused, during the current year. If the last day of work occurs prior to July 1, the vacation shall be pro-rated from the anniversary of the employee's date of employment. If the last day of work occurs after July 1, then the employee would receive credit for full vacation for that year.

14. Uniforms: On January 1, 1989 the Borough discontinued the practice to furnish and clean work uniforms for the Parksmen. Instead, the sum of \$300/year has been added to the current uniform allowance of \$300/year and in return the Parksmen shall furnish and clean all work uniforms, shoes etc. of a suitable color and identification for Parks employees acceptable to the Park's Superintendent and the Park's Commissioner. Therefore, each full time employee shall be entitled to a total clothing and shoe allowance of \$600. per year. Said allowance shall normally be paid following the adoption of the Borough budget and subsequent submission of a voucher by the employee.

Also, the Borough will furnish one pair of outer boots and rain gear as necessary.

15. Overtime will be paid as follows: All overtime shall be authorized in advance by the Superintendent of Parks or in some instances where an emergency exists the authorization could be by the Superintendent of Public Works or Borough Administrator. Overtime that occurs on a regular weekday or Saturday shall be at the rate of one and one half (1 1/2) time paid or in equivalent time and one half (1 1/2) off at the option of the employee. When an employee is called upon to work on a Sunday or one of the designated paid holidays in this agreement or from 6:00 PM to Midnight of Christmas Eve and New Year's Eve, then the compensation shall be computed at double the normal base salary rate. Overtime shall be paid for those hours worked other than the regular scheduled hours for that particular employee. A normal work week shall be considered thirty-five (35) hours except as referred to in Section 5.-a. No extra compensation shall be given for personal days or vacation days not taken as provided in other sections of this Agreement. When an employee elects to take the time and one half off instead of pay they shall arrange said time off at the discretion of the Superintendent of Parks.

16. Seniority will be based upon time accrued from continuous length of full time service in either of two categories. All employees in the top grade (1) shall be ranked for seniority in one category and all other full-time employees of Parks in grades (2), (3), and (4) are in the second category. In the event of layoffs the Superintendent of Parks may reduce the work force in either category on a seniority basis. However, it is agreed that all existing full time Parks employees shall not be laid off until all new employees of either category hired subsequent to the date of this agreement are laid-off. There is no seniority for part time employees. Employees laid off due to reduction of forces will be called back or offered opportunity to return on the same seniority basis as the layoff before new employees are hired. This opportunity would expire at the end of one year.

17. Employees of the Parks Department are excused from work duties at noon on the last work day before Christmas and New Year's Day except in the case of an emergency such as snow, flooding conditions or similar type of circumstances whereas they are expected to work as needed without overtime pay during their normal scheduled work time.

18. Employees of the Parks Department who may be called upon to perform emergency service on overtime and who miss their regular meal shall be furnished a suitable meal within a reasonable time.

19. Eyeglasses accidentally broken during the performance of their work by an employee of the Parks Department shall be repaired or replaced by the Borough by reimbursement upon submission of a receipted bill to the Superintendent of Parks and approved by the Superintendent. If reimbursement can be made by Worker's Compensation Insurance then no second reimbursement is to be paid. The maximum reimbursement shall be up to \$75. Employees are urged to wear eyeglass straps where the straps are not deemed to be a hazard in themselves. Also safety glasses shall be worn when performing certain tasks where there is a danger to the eyes from flying chips of stone, masonry or other objects.

20. Leave of absence may be accorded to full time employees of the Parks Department after a minimum of one year's service and without loss of job status or seniority for true personal emergency situations of which the final determination is at the total discretion of the Mayor and Council. A maximum of ninety (90) days over two calendar years is permitted. During said leave the employee shall not be considered unemployed so as to collect unemployment compensation nor 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.

21. A grievance procedure is hereby established the purpose of which is to settle any question between employees of Parks and management personnel and involving the interpretation of this Agreement or or any other matters affecting the employment relationship. Said procedure to be as follows:

Step 1: An employee with a grievance shall present it orally or with the employee representative to the Superintendent of Parks.

Step 2: If not satisfactorily adjusted after two work days following step 1 above then the employee may present the grievance to the Borough Administrator or his designated replacement in the same manner as in step 1. The Borough Administrator shall set a time within three work days to meet with the employee, his representative if any and the Superintendent of Parks to discuss the grievance and attempt to settle the grievance.

Step 3. If not resolved by step 2 above the employee may then within five (5) days file a WRITTEN GRIEVANCE with the Council member in charge of Parks. The Council member shall attempt to set up a meeting within five (5) work days of receipt of the written grievance. Said meeting may include the Superintendent of Parks, the Borough Administrator, the employee and the employee representative, if any.

Step 4: If not resolved by step 3 above the final step will be a review of the grievance by the Mayor and Council if requested by the employee and/or their representative within three (3) working days after completion of step 3. The Mayor and Council upon receiving written notice from the employee will arrange a hearing on the grievance within ten (10) working days or as soon thereafter as the matter can be heard.

22. Position Grades 1, 2, 3 and 4 were created by a previous Agreement and are delineated for salary purposes under Section 5. Not included under this Agreement are the management positions such as the Superintendent of Parks and any clerical or part-time positions that may be required from time to time. More descriptive job titles will be assigned to the four position grades. However, for purposes of this Agreement the top grade is Grade 1 and the lowest is Grade 4. It shall be understood that Grade 1 will include the most qualified personnel by way of schooling, training and experience. Advancement through the grades will be based upon evaluation of the employee by management for the skills mentioned above. There will be an annual evaluation as a minimum to determine whether advancement will occur. All employees covered by this Agreement at the time of its approval will be considered in Grade 1. A highly qualified person when hired and on probationary period does not necessarily start at Grade 4 but all persons hired for Parks who lack the schooling, training and experience in Parks type work shall start their employment in Grade 4. There is a probationary period for all new employees which lasts for six (6) months during which their work and skills will be closely evaluated. If in the judgment of the Superintendent of Parks their work habits, ability or attitude is not suitable they may be discharged without further notice.

23. Terminal Leave. All regular full-time employees of the Parks Department shall be entitled to Terminal Leave Compensation calculated at the base salary rate plus longevity as set forth in the schedule adopted by the Mayor and Council in conjunction with the personnel manual and respective contracts. The terminal leave plan for all full time Parksmen who terminate their service with the Borough shall be as follows: 12.5% of Base Salary plus longevity at the completion of fifteen (15) years service and an additional 2.5% for each full year after fifteen (15) years service to a maximum of 75% after forty (40) years of service with the Borough of Tenafly as a full time employee.

24. Sick Leave: Defined as the temporary absence of an employee from work because of personal illness or non-job related injury. Salary continuation during the period of illness is given in proportion to length of service to the Borough.

1. Full time and part time employees shall be eligible for salary continuation during periods of sick leave based on length of continuous services from the anniversary date of employment with the Borough in accordance with the following schedule: Continuous Service: Salary Continuation Period less than 1 month - None

at least 1 mo. but less than 3 mos.	1 week
at least 3 mos. but less than 1 yr.	2 weeks
at least 1 yr. but less than 2 yrs.	4 weeks
at least 2 yrs. but less than 3 yrs.	6 weeks
at least 3 yrs. but less than 4 yrs.	8 weeks
at least 4 yrs. but less than 5 yrs.	10 weeks
at least 5 yrs. but less than 6 yrs.	12 weeks
at least 6 yrs. but less than 10 yrs.	14 weeks
10 years and over	26 weeks

2. The foregoing schedule may apply to separate unconnected injuries or illnesses. Calculations will be made based on first day of disability.

3. All absences due to illness or non-job related injury shall be reported immediately by or for the employee to the Supervisor who must notify the Borough Clerk. Failure to notify may result in forfeiture of sick leave benefits for that particular illness. In all cases of reported illness or disability the Borough reserves the right to have a Physician investigate the report.

4. When an absence due to personal illness does not exceed three (3) days, the employee's statement of the cause will normally be accepted without a Physician's report; however, the Borough reserves the right to require one.

5. For an absence due to personal illness or non-job related injury exceeding three (3) days, the Mayor and Council reserves the right to request a written statement by the attending Physician. The Borough reserves the right to have an employee examined by a Physician before returning to work. The Physician shall provide a statement certifying the employee's fitness to return to work. The Borough also reserves the right to have a Physician's statement in cases of recurring illness. The Mayor and Council may in some cases designate a consulting Physician.

6. Sick leave is non-cumulative and may be used only for absences due to personal illness or non-work related disability.

7. The Mayor and Council may be asked to consider payment of additional sick leave in unusual circumstances. Prior to application for an extended sick leave, all earned vacation and personal days must be expended. It is agreed, however, that an automatic extension of thirteen (13) weeks will be added to the above in the event of a "terminal illness" to the employee. Satisfactory documentation must be provided in all such cases.

8. Each Supervisor shall keep a written report covering employees under his/her supervision showing time worked and time not worked due to illness or otherwise.

25. Employment Related Disability Leave: (under Worker's Compensation)
1. Immediately following initial treatment for injury, an accident report must be filed with the Department Head within three (3) days of occurrence for consideration by the insurance carrier for the Borough. Forms are available from Department Head and Borough Clerk. BE SURE TO SELECT A PHYSICIAN OR SPECIALIST AS OUTLINED IN THE BERGEN COUNTY JOINT MUNICIPAL INSURANCE FUND (JIF) APPROVED MEDICAL PANEL, COPIES AVAILABELE AT THE OFFICES OF THE DPW, PARKS, POLICE, LIBRARY AND BOROUGH CLERK.
 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.
 3. A permanent employee is eligible for salary based on the length of his continuous service at the time his disability leave begins as described above.
26. Deferred Compensation Plan: An employee may participate in the Deferred Compensation Plan which is available on a voluntary basis. Information is available in the Borough Administrator's and Treasurer's offices.
27. Retirement Plans:
1. Each 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.

2. 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.

3. 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.

4. All information regarding the retirement system may be obtained from the office of the Collector-Treasurer or direct from the New Jersey Public Employees Retirement System in Trenton.

5. THE DIVISION ON AGING at the BERGEN COUNTY DEPARTMENT OF HUMAN SERVICES has pre-retirement planning seminars from time to time for employees age 55 and older. Information may be available in the Borough Clerk's Office for enrollment.

28. Separation and Termination:

A. Disciplinary Action:

1. Temporary Probation. Length of time to be set by the Mayor and Council following a hearing in accordance with the Open Public Meetings Act (N.J.S.A.: 10:4) with periodic reviews established by the Mayor and Council.

2. Short-term separation (suspension), without pay, for a maximum of two (2) weeks at the direction of the Mayor and Council.

3. Department Head is to file a report to be sent to Council Administration/Personnel Chairman with copies to Council Department Liason and the Borough Clerk for entrance into the personnel file.

B. Discharge: Discharge/Termination of an employee from the Borough's service and the Borough's payroll may occur for one or more of the following reasons.

1. As a disciplinary action for reasons of insubordination, drunkenness or use of illegal drugs.
2. Dishonesty/Theft.
3. A Criminal conviction.
4. An unsatisfactory performance evaluation submitted in writing by the department head followed by a review by the Mayor and Council.
5. Unsatisfactory performance during any probationary period.
6. Due cause as interpreted by the Mayor and Council.

C. Layoff: Termination of an employee for reasons of economy and efficiency which might necessitate a reduction in the work force. Subject to seniority provisions in the contract.

A regular full time employee who is discharged, except for cause of retirement, who has more than six (6) months of service shall be entitled to two (2) weeks notice or to receive two (2) weeks pay in lieu of notice. Employees are requested to give two (2) weeks notice of their intention to resign and terminate employment with the Borough. Department Heads are requested to give one (1) month's notice.

IN WITNESS WHEREOF, the parties have executed this Agreement this
30th day of November 1990.

BOROUGH OF TENAFLY

Richard K. Van Nostrand
Richard K. Van Nostrand, Mayor

Nancy Hatten
Nancy Hatten, Borough Clerk

TENAFLY PARKS DEPT. EMPLOYEE'S ASSOCIATION

J. Robert Beutel
J. Robert Beutel

Jonathan H. Dolch
Jonathan H. Dolch

Russell A. Vereb
Russell A. Vereb

Revised:08\06\90
Adopted by Resolution
dated: 11\09\90

**REVISED PERSONNEL MANUAL
for
CONTRACTURAL PARKS EMPLOYEES
of the
BOROUGH OF TENAFLY, N.J.**

Section 1. Objective

It is the purpose of this manual to include those policies and procedures not included in the employee's Agreement or the current Salary Ordinance for Parks Department Contractural Employees employed by the Borough of Tenafly, N.J. In case of conflicts with State and Federal Statutes, Contractural Agreement, Salary Ordinances or other Ordinances of the Borough of Tenafly, they shall prevail.

The Governing Body of the Borough reserves the right to amend, change, interpret or eliminate any personnel policies or actions concerning terms and conditions of employment, practices and rules whenever it appears to be in the best interest of the Borough to do so and according to law, and must notify employees of changes. Amendments to this Manual may be made by proper action taken by the Mayor and Council of the Borough of Tenafly.

Section 2. Aims of the Borough

- a. To promote respect, cooperation and understanding between employees and the Borough and to ensure equal employment opportunity throughout.
- b. To provide the best possible working conditions and to welcome any reasonable proposals to improve these conditions.
- c. To insure that employment be based upon merit and ability.
- d. To remember that our primary responsibility is to give service to the residents of Tenafly.

Section 3. Employment Policies

- a. To recruit, select and advance employees on the basis of their ability, effort, knowledge, and skills in accordance with the job requirements as defined in the latest job descriptions adopted for the Parks Department employees. All personnel employed shall be approved by the Mayor and Council following a recommendation by the Department Supervisor and the Council Liaison and the Borough Administrator. An employee must work at least thirty-five (35) hours per week to be considered a full time employee.

b. To provide fair and adequate compensation insofar as possible, consistent with those rates paid for similar work in comparable communities.

1. Salaries are reviewed by the Mayor and Council annually and any change becomes effective following said review and on the date set forth by the Mayor and Council and/or the current Salary Ordinance.

2. There shall be fair wage differentials between positions based upon skill, knowledge required, job attitude and degree of responsibility as determined by the Mayor and Council.

c. To retain employees on the basis of the adequacy of their performance, to strive to correct inadequate performance or work habits, and to separate employees whose inadequate performance or work habits cannot be corrected within a reasonable time.

d. To inform employees through regular performance evaluation of how well they are performing their duties and to offer constructive criticism on how they can improve their work performance.

e. To assure fair treatment of applicants and employees in their selection, promotion, training, and any other aspects of personnel administration without regard to their race, color, national origin, sex, age, religious creed or political affiliation and with proper regard for the protection of their constitutional rights as citizens except where such distinctions are permitted by law.

f. To maintain a program in which all employees are encouraged to perform to the best of their abilities.

Section 4. Employment Procedures

a. The Mayor and Council must authorize the filling of each position and must provide in the proper budget account adequate funds to compensate employees assigned to those positions.

b. An application for employment form, obtained at the office of the Borough Clerk, must be completed by each person applying for a position and submitted at that office. An interview by the Department Supervisor must be conducted for all candidates under consideration. The Supervisor may request additional information and it should be supplied if said request is reasonable and not an encroachment of the applicants rights. Should an employee be hired based upon false information provided on their application, this would constitute grounds for dismissal upon discovery.

c. References, if required, will be checked by the Borough Clerk and/or Department Supervisor and/or Council Liaison and these will be held confidential by the Borough.

d. In compliance with the Salary Ordinance, the Chairman of the Council Administrative and Personnel Committee shall certify to the Treasurer's Office and the Department Head the appointment, the effective date, and the starting salary of the new employee.

e. The Department Head shall introduce the new employees to fellow workers and acquaint them with the work standards, safety regulations, lunch periods and etc. Each employee shall also receive a copy of the Personnel Manual.

Section 5. Employee Benefits

Information on employee benefits can be found in the Contractual Agreement and in the Current Salary Ordinance.

Section 6. Employee Separation

Separation from employment with the Borough can occur several different ways. It can be initiated by the employee or the employer. The contractual Agreement includes information on how this may occur and the proper notices to be given by both the employee and the employer. Layoffs by the employer are not considered a disciplinary measure but rather a lack of funds for the purpose that the position serves. A layoff could be temporary or permanent depending whatever the situation happens to be at the time the action is taken.