

## **AGREEMENT**

**WHEREAS**, the laws of New Jersey permit negotiations between segments of employees and municipal governments; 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 "Tenafly Parks Department Employees Assn." constitute a bargaining unit so recognized by the Mayor and Council of the Borough of Tenafly; and

**WHEREAS**, the members of the "Tenafly Parks Dept. Employees Assn." (Hereinafter referred to as "Parks") were party to an Agreement with the Borough of Tenafly covering the terms and conditions of the employment period of January 1, 1984 through December 31, 1986, the initial Agreement for the "Parks" employees, from January 1, 1987 to December 31, 1987, from January 1, 1988 through December 31, 1989, from January 1, 1990 through December 31, 1991, from January 1, 1992 through December 31, 1992, from January 1, 1993 through December 31, 1994, and again from January 1, 1995 through December 31, 1996, 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, 1997 through December 31, 1999; 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 Tenafly 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.

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 the 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 the 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 (Employment Eligibility Verification) 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, and also a direct deposit of payroll (optional).

- 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 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 minimum probationary period of six (6) months during which time they shall have the opportunity to perform in such a manner as satisfied by Borough Requirements. Two (2) weeks prior to the expiration of the six (6) 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 the Superintendent of Parks 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. Upon the recommendation of the Superintendent of Parks, the Mayor and Council reserves the right to extend the Probationary Period. An increase in salary from probationary status to permanent status is not automatic. The Superintendent of Parks shall recommend to the Mayor and Council any increase in salary, and final decision shall be made by the Mayor and Council, copy of which shall be sent to the Chief Financial Officer.
  - 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. The Superintendent 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 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 the specified time stated to be considered.
4. (a) **Parks employees covered by this Agreement** agree to be bound by the terms of the Salary Ordinance of the Borough of Tenafly applicable for 1997, 1998 and 1999, 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 (hospitalization) 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) prior to the effective date of retirement.

- b) The Borough agrees to pay for three (3) cholinesterase blood tests (optional) per employee, per year, to test for acute organic phosphates to the use of certain chemicals as part of their work, payment to the Parksman shall be once a year after submission of a voucher. Test results are to be filed with the Borough Clerk.
- c) **Cobra Entitlement:** This is a Federally mandated continuation benefit that applies to both hospitalization and major medical coverage. There is none for dental continuation. 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 in effect at the time .
- d) All regular and full time employees are entitled to receive Group Life Insurance coverage in the amount of Five Thousand Dollars (\$5,000.00) with a double indemnity clause.

5. In conjunction with the aforesaid, the annual salaries for the calendar years 1997, 1998 and 1999 shall be as follows:

**PARKS DEPARTMENT**

**SALARY GUIDE:**

**Full Time Employees**

1997	1998	1999
\$26,000	\$26,000	\$26,000
34,155	34,155	34,155
39,657	39,657	39,657
43,221	43,221	43,221
46,785	46,785	46,785
50,348	50,348	50,348

- 6. (a) An employee at the top step of the Salary Guide for the entire year of 1996 shall receive a \$1,100 payment on January 1, 1997, for the year 1997. This payment shall not be added to base pay.

An employee at the top step of the Salary Guide for the entire year of 1997 shall receive a \$1,100 payment on January 1, 1998, for the year 1998. This payment shall not be added to base pay.

An employee at the top step of the Salary Guide for the entire year of 1998 shall receive a \$1,100 payment on January 1, 1999, for the year 1999. This payment shall not be added to base pay.

In addition to the base salary scale set forth in this Ordinance, each full time employee shall receive longevity compensation based on their anniversary date and computed at one (1%) per cent of their respective annual base salary for each two (2) years of completed service during their twenty-four (24) years of service. After twenty-four (24) years, one-half (½%) per cent of their base salary for one (1) year to a maximum of twelve and one-half (12 ½%) per cent after twenty-five (25) years of service.

- (b) Starting in 1996, all longevity compensation shall be paid to qualified employees effective on their anniversary date regardless of whether an *Agreement* has been formerly executed.

All salary increases and steps for the years 1997, 1998 and 1999 shall begin effective January 1 of each year.

- (c) An employee must be a permanent, full time employee of the Parks Department for six (6) months to be eligible for a step increase; Employees in the step system shall receive step increases on January 1 of each year.
- (d) Effective January 1, 1999, Parks employees shall receive \$50.00 per standby day. Commencing in 1999 the Parks Superintendent shall schedule sixty (60) standby days per year. If the Department increases to over four (4) Parksmen, fifteen (15) additional standby days per year shall be added for every Parksmen over four (4).

7. Each fully licensed pesticide applicator shall receive an annual stipend of three hundred (\$300.00) dollars during the term of this Contract. Upon presentation of evidence of their license, the Superintendent of Parks shall submit a voucher once per year for payment to the Parksmen. Said license usage shall be limited to the Borough of Tenafly. All Parksmen hired after January 1, 1990, shall possess a Commercial Driver's License (Minimum Class B) by December 31, 1999.

8. All full time employees of Parks shall be allowed six (6) days of personal time off per year after completion of one (1) year's service. In the event that they are not utilized within the calendar year, a maximum of two (2) days may be taken until February 28<sup>th</sup> 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. At the option of the employee, a maximum of two (2) vacation days may be taken in hours a permitted for personal time.

9. 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.

10. 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 up to a maximum of four (4) days off, including the day of the funeral without losing credit from vacation or personal days. For the purposes of this Agreement, a step-father or step-mother must in fact be a bona fide substitute for a natural parent of an employee. In the event the funeral of such an immediate family member is held outside a one hundred (100) mile radius of Tenafly, then the employee shall be entitled to a maximum of five (5) days off, including the day of the funeral. If the funeral of a relative or 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 (1) work day off per calendar year under these conditions.

11. 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 action to correct this problem and failing this, the employee is subject to suspension or dismissal.

12. Effective January 1, 1999, normal working hours for the Parks Department shall be 35 hours per week at specified times consistent with the Department of Public Works.

13. 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. If a holiday falls on a Saturday, the day off is Friday; if the holiday falls on a Sunday, the day off is Monday, or as celebrated by the Borough.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President Lincoln's Birthday	Election Day (Presidential Year Only)
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Six (6) Personal Days

**See Section 18 for excused time for Christmas Eve and New Year's Eve.**

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

Less than one (1) year - New employees who have been in continuous service with the Borough at least six (6) months and have become permanent are entitled to a vacation of five (5) working days. If the probation period is extended up to twelve (12) months and the employee becomes permanent, the vacation remains at five (5) working days. On the first anniversary of employment, the vacation schedule following shall apply. Vacation shall be determined by the number of years employed as of January 1 of each year. An extra day of vacation from one year to another shall become effective on the employee's anniversary date.

1 year - 10 working days (includes 5 days after probationary period)	13 years - 18 working days
2 years - 11 working days	14 years - 19 working days
3 years - 11 working days	15 years - 20 working days
4 years - 12 working days	16 years - 20 working days
5 years - 12 working days	17 years - 21 working days
6 years - 13 working days	18 years - 21 working days
7 years - 14 working days	19 years - 22 working days
8 years - 15 working days	20 years - 22 working days
9 years - 16 working days	21 years - 23 working days
10 years - 16 working days	22 years - 23 working days
11 years - 17 working days	23 years - 24 working days
12 years - 17 working days	24 years - 24 working days
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. After eight (8) years of qualified service, employees shall take at least one (1) continuous week of vacation during the year.

- b) The vacation time for which an employee is eligible in any employment year must be taken during the 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 any 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 (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 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 paragraphs 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 Financial Officer through the Superintendent of Parks.

A regular full time employee who resigns his position shall be entitled to receive pay for unused, earned vacation and personal days. The number of days earned for each benefit shall be computed on a pro-rated basis using the anniversary date of each employee.

If an employee has used up all vacation and personal time and decides to resign part way between anniversaries, said employee shall be back-charged for the unearned time on a pro-rated basis.

15. Uniforms: On January 1, 1989, the Borough discontinued the practice to furnish and clean work uniforms for the Parksmen. Instead, the sum of \$300.00 per year has been added to the new uniform allowance of \$325.00 per 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 \$625.00 per year. New employees on probation shall receive \$300.00 when hired and the remaining \$325.00 after six (6) months. Said allowance shall be paid following subsequent submission of a voucher by the employee.

The Borough will also furnish one (1) pair of outer boots and rain gear as necessary.

16. Overtime will be paid as follows:

All overtime shall be authorized in advance by the Superintendent of Parks or in some instance 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 ½) time paid or in equivalent time at one and one half (1 ½) off at the option of the employee after the 35<sup>th</sup> hour of work. 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 p.m. 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 calculated based upon employee's base salary for those hours worked other than the regular scheduled hours for that particular employee. 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 time off is at the discretion of the Superintendent of Parks.

The present policy of utilizing the Parks Department Staff during snow plowing/removal operations in the Walnut Manor area and various park areas throughout the Borough shall remain in effect.

17. Seniority will be based upon time accrued from continuous length of full time service. This linear arrangement will determine vacation schedules, layoff (first hired - last fired) and preference over mandatory overtime (the right of refusal but limited to equalization of overtime). An employee laid off due to reduction of force will be called back or offered an opportunity to return on the same seniority basis as the layoff before new employees are hired. Said employee would be reinstated at same level and status prior to layoff, not losing accrued benefits providing said employee returns within a continuous two (2) year period. There is no seniority for part time employees.

18. 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, in which case they are expected to work as needed without overtime pay during their normal scheduled work time.

19. 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.

20. 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 approval 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 \$100.00. Employees are urged to wear eyeglass straps where the straps are not deemed to be a hazard in and of 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 projects.

21. Leave of absence may be accorded to full time employees of the Parks Department after a minimum of one (1) year's service without loss of job status or seniority for true personal emergency situations of which the final determination is at the total discretion of the Mayor and Council. A maximum of ninety (90) days over two (2) calendar years is permitted. During said leave the employee shall not be considered unemployed so as to collect unemployment compensation nor shall the Borough pay any coverage for medical or death benefits, but said 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.

22. 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 any other matter 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 (2) work days following Step 1 above, then the employee may present the grievance to the Borough Administrator and the Council Liaison person in the same manner as in Step 1. The Borough Administrator shall set a time within three (3) working days or within a reasonable period of time to meet with the employee, his representative, if any, and the Council Liaison person to discuss the grievance and attempt to settle the grievance. The Superintendent of Parks may be included in the meeting.

Step 3: If not resolved by Step 2 above, the final step will be a review of the grievance by the Mayor and Council if requested by the employee and/or his representative within three (3) working days after completion of Step 2. 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.

23. Final decision is to be made by the Mayor and Council. 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 are not suitable, they may be discharged without further notice, or at the suggestion of the Superintendent of Parks, their probationary period may be extended up to an additional six (6) months with the approval of the Mayor and Council.

24. 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.

25. 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.

- a) Full time and part time employees shall be eligible for salary continuation during periods of sick leave based on length of continuous service from the anniversary date of employment with the Borough in accordance with the following schedule:

Continuous Service:	Salary Continuation Period
Less than one Month	None
at least 1 month, but less than 3 months	1 week
at least 3 months, but less than 1 year	2 weeks
at least 1 year, but less than 2 years	4 weeks
at least 2 years, but less than 3 years	6 weeks
at least 3 years, but less than 4 years	8 weeks
at least 4 years, but less than 5 years	10 weeks
at least 5 years, but less than 6 years	12 weeks
at least 6 years, but less than 10 years	14 weeks
10 years and over	26 weeks

- b) The foregoing schedule may apply to separate unconnected injuries or illnesses. The salary continuation period runs consecutively without regard to the calendar years involved. Calculations will be made based on first day of disability.
- c) All absences due to illness or non-job related injury shall be reported immediately by or for the employee to the Superintendent of Parks 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. The borough will pay for all "out of pocket" expenses.

- d) 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.
- e) 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.
- f) Sick leave is non-cumulative and may be used only for absences due to personal illness or non-work related disability. Unused sick time shall not be reimbursable.
- g) 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.
- h) The Superintendent of Parks shall keep a written report covering employees under his/her supervision showing time worked and time not worked due to illness or otherwise.

26. **Employment Related Disability Leave (under Worker's Compensation);**

- a) 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 AVAILABLE AT THE OFFICES OF THE DPW, PARKS, POLICE, LIBRARY AND BOROUGH CLERK.**

- b) A Borough employee injured in the performance of duties shall receive disability compensation for bona fide disability as follows:
1. During the first seven (7) days of disability the Borough shall pay the disabled employee's normal salary.
  2. 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.
  3. Worker's Compensation will continue for as long as allowed under existing law and coverage.
  4. 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.
  5. 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.
- c) 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.

27. **Deferred Compensation Plan:** An employee may participate in the Deferred Compensation Plan which is available on a voluntary basis. Information is available in the Finance Office.

28. **Retirement Plans:**

- a) 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.
- b) 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.
- c) 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.
- d) All information regarding the retirement system may be obtained from the office of the Finance Director or directly from the New Jersey Public Employees Retirement System in Trenton.

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

29. 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. The Superintendent of Parks is to file a report to be sent to Council Administration/Personnel Chairman with copies to Council Department Liaison, the Borough Clerk for entrance into the personnel file, and also to the Finance Office.

d) Discharge: Discharge/Termination of an employee from the Borough's service and the Borough 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.
5. 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. Due cause.

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.

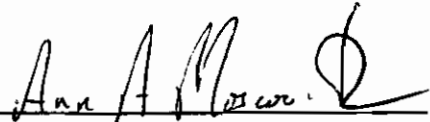
A regular, full time employee who is discharged, except for cause of retirement, who has more than six (6) months of permanent service shall be entitled to receive two (2) weeks' notice or to receive two (2) weeks' pay in lieu of notice. Employees are requested to give two (2) weeks'

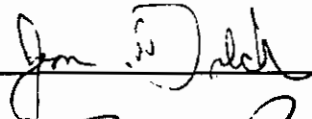
notice of their intention to resign and terminate employment with the Borough. The Superintendent of Parks is requested to give one (1) month's notice.

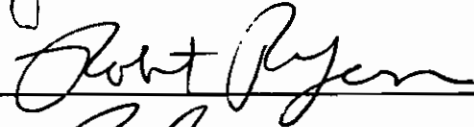
IN WITNESS WHEREOF, the parties have executed this Agreement this 19<sup>th</sup> day of January, 1999.

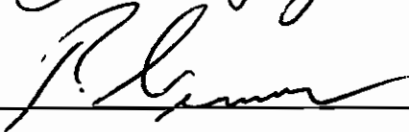
**BOROUGH OF TENAFLY**

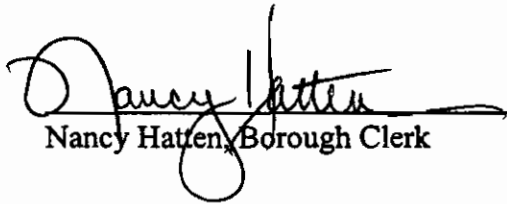
**TENAFLY PARKS DEPARTMENT  
EMPLOYEE'S ASSOCIATION**

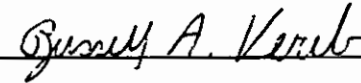
  
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Ann A. Moscovitz, Mayor

  
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Nancy Hatten, Borough Clerk

  
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