

Borough of Tenafly

ORDINANCE NO. 17-16

AN ORDINANCE TO FIX THE SALARY, WAGE, OR COMPENSATION OF CERTAIN MANAGEMENT, ADMINISTRATIVE, CIVILIAN DISPATCHERS, AND PART TIME EMPLOYEES OF THE BOROUGH OF TENAFLY IN THE COUNTY OF BERGEN AND STATE OF NEW JERSEY, FOR THE CALENDAR YEARS 2017, 2018 & 2019.

BE IT ORDAINED by the Mayor and Council of the Borough of Tenafly, in the County of Bergen and State of New Jersey, as follows:

Section 1 That the respective base salary, wage or compensation of the following officers and employees of the Borough of Tenafly be hereby fixed at the following rates or within the following minimum and maximum ranges shown and effective on January 1, 2017, or as otherwise noted below:

A. SALARY INCREASES

1. January 1, 2017 2%
2. January 1, 2018 2%
3. January 1, 2019 2%

B. BASE SALARY RANGES

<u>Full Time</u>	<u>Minimum</u>	<u>Maximum</u>
Borough Administrator	\$80,000	\$168,000
Assessor *	\$45,000	\$ 97,000
Borough Clerk *	\$46,000	\$ 93,000
Director, Finance/Chief Financial Officer */ Tax Collector*	\$46,000	\$184,000
Assistant to the Administrator/ Administrative Officer of MLUL	\$28,000	\$ 74,000
Executive Assistant to the Borough Clerk	\$28,000	\$ 48,000
Administrative Assistant, Administration	\$28,000	\$ 43,000
Deputy Clerk	\$28,000	\$ 48,000

Statutory employees (*) are certified for their positions by the Department of Community Affairs and receive certain statutory protections with respect to salary protections when reductions in workforce and compensation are considered for general employee groups.

<u>Part Time</u>	<u>Minimum</u>	<u>Maximum</u>
Other – Clerical Part Time	\$ 10.00/hour	\$22.00/hour
Seasonal Worker-DPW	\$ 8.25/hour	\$22.00/hour

C. CIVILIAN DISPATCHER - BASE SALARY RANGE

	<u>Minimum</u>	<u>Maximum</u>
Civilian Dispatcher	\$ 38,708	\$ 70,000

<u>Step</u>	<u>1/1/2017</u>	<u>1/1/2017</u>	<u>1/1/2017</u>
Start	\$ 39,482	\$ 40,272	\$ 41,178
1	\$ 42,865	\$ 43,723	\$ 44,707
2	\$ 46,250	\$ 47,175	\$ 48,236
<u>Step</u>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
3	\$ 49,634	\$ 50,627	\$ 51,766
4	\$ 53,019	\$ 54,079	\$ 55,296
5	\$ 56,403	\$ 57,531	\$ 58,825
6	\$ 59,787	\$ 60,983	\$ 62,355
7	\$ 63,172	\$ 64,435	\$ 65,885

The above salary schedule shall be carried forward through December 31, 2019 with the exception that those at top step will receive a 2% increment effective January 1, 2017, January 1, 2018 and January 1, 2019.

Section 2 The salaries herein above provided for shall be paid semi-monthly.

Section 3 There shall be paid to the Municipal Prosecutor an annual salary of \$11,664.48 covering duties as prescribed in the Borough Ordinance establishing said office and in addition thereto, compensation in the amount of \$250 per court session will be permitted for special court sessions upon submission of a voucher therefor.

Section 4 There shall be paid to the Municipal Judge an annual salary of \$26,993.67, and in addition thereto, compensation in the amount of \$250 per court session will be permitted for special court sessions, upon submission of a voucher therefor.

Section 5 The governing body shall be compensated the following annual amounts, payments to be made quarterly: Mayor \$5,000 and each Council Member \$3,000.

Section 6 The above positions and employments are hereby confirmed and created, and the appointments of the several persons now performing the duties of such positions and employments is hereby specifically ratified and confirmed. All appointments made to the above positions or offices except where the term is otherwise fixed by law or ordinance shall be on a monthly basis subject to termination by the Mayor and Council at any time. The Borough Administrator shall be authorized to confirm to the Borough Treasurer each employment in writing for each employee at the salary set forth within the range created by this Ordinance.

Section 7 HOLIDAYS: 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*	

*Subject to Floating Holiday

The Mayor and Council have determined that the Floating Holiday for 2017 shall be applied as one day prior to Independence Day on Monday, July 3, 2017. Years 2018 and 2019 will be set by Council Resolution for their respective years.

Section 8 OVERTIME PAYMENTS: Overtime will only be provided to non-exempt employees consistent with the Fair Labor Standards Law (FSLA).

Section 9 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, 2013 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 of the one 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 employees hired after January 1, 2013 shall not be eligible for longevity.

Section 10 VACATIONS: After the first year of employment, vacation leave shall be granted at the beginning of each calendar year according to the vacation schedule below:

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

All Employees hired after January 1, 2013 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 years	15 days
Commencement of 16 th year to completion of 25 years	20 days
Commencement of 26 th year	25 days

Section 11 SICK LEAVE: Salary continuation during periods of sick leave may be granted to full-time employees, and pro-rated for regular part-time employees, based on length of continuous service, in accordance with the following schedule and subject to the provisions hereof:

<u>Continuous Service</u>	<u>Salary Continuation Period</u>
Less than 1 month	none
At least 1 month but less than 2 months	5 working days
At least 2 months but less than 1 year	10 working days
At least 1 year but less than 2 years	20 working days
At least 2 years but less than 3 years	30 working days
At least 3 years but less than 4 years	40 working days
At least 4 years but less than 5 years	50 working days
At least 5 years but less than 6 years	60 working days
At least 6 years but less than 10 years	70 working days
Ten (10) years and over	130 working days

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

<u>Continuous Service</u>	<u>Salary Continuation Period</u>
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

Once time is exhausted the employee reserves the right to appeal to the Council for additional time. Such decision of the council shall not be grievable.

“Continuous service” is defined as the period of time from the date of employment until the date that service is interrupted by the illness or injury.

Section 12 PERSONAL TIME: All full-time employees shall be allowed six (6) personal days off per year following completion of one (1) full year of employment. 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. Employees hired after January 1, 2013 shall be entitled to 3 personal days per year.

Section 13 TERMINAL LEAVE: The terminal leave plan for employees 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, 2013 shall not be eligible for this benefit.

Section 14 OTHER COMPENSATION RELATED PROVISIONS:

A. All regular full time employees are entitled to receive medical insurance coverage including the Borough's dental plan as they currently exist for themselves and their eligible dependents. The Borough will pay the full amount of all premiums. The Borough shall also reimburse retiring employees annually for the cost to maintain Blue Cross and Blue Shield (hospitalization) for those employees retiring with at least twenty-five (25) years of service with the Borough of Tenafly as a full time employee and having reached age fifty-five (55), or provide monthly premium payments to New Jersey State Health Benefits as billed by the Division of Pensions in lieu of such reimbursement.

The Borough shall also reimburse eligible retiring employees for the cost of spousal hospitalization benefits or provide monthly premium payments to New Jersey State Health Benefits as billed by the Division of Pensions in lieu of such reimbursement. Eligibility for spousal hospitalization reimbursement is earned after twenty-five (25) years of full time service for the Borough of Tenafly and having reached a minimum of fifty-five (55) years of age.

In the event that a retired employee dies leaving a surviving spouse, said spouse may elect to continue coverage as provided herein with the Borough reimbursing said surviving spouse's premium cost, or provide monthly premium payments to New Jersey State Health Benefits as billed by the Division of Pensions in lieu of such reimbursement. The Borough will continue to reimburse the spouse annually for the cost of the basic hospitalization plan until the spouse is covered by Medicare.

B. All employees hired after January 1, 2014 shall not be eligible for retiree health benefits.

C. All regular full time employees are entitled to receive group life insurance coverage in the amount of five thousand (\$5000) dollars with a double indemnity clause.

- D. In consideration of this change in salary compensation for the position of Municipal Judge, this position shall no longer be deemed eligible to receive Health Insurance benefits paid for by the Borough of Tenafly.
- E. Department Heads do not receive overtime compensation, but may be granted compensatory time off when conditions permit with the permission of the Borough Administrator.
- F. Vacation leave time during the last year of service shall be prorated.
- G. In the case of salary continuation, the employee's salary will be reduced by the amount of any loss time payments to which he/she may be entitled under any Workers Compensation Claim.
- H. An employee who is called for jury duty shall be granted an excused absence with pay, for up to 15 days, except for grand jury during the regular period of jury duty; an employee shall return to work if excused by or before 12:30 p.m.
- I. FMLA/NJFLA leaves for all employees shall be applied in accordance with the applicable laws, except that all sick time must be used before vacation or personal time is applied; and the use of leave time must run concurrent with the FMLA/NJFLA leave.
- J. An employee terminating his or her service may submit a written request to the Chief Financial Officer to take his/her severance pay in one lump-sum or in periodic installments. All regular employee benefits except those specifically related to retirement, disability, or COBRA shall cease upon the last date of active employment.

Section 16 The Employment Relationship for Borough Employees referred to in this ordinance shall be governed by the terms of this ordinance, any contract executed as a result of negotiations in accordance with the laws of New Jersey, the Personnel Manual as adopted by resolution of the Mayor and Council, and any specific rules and regulations adopted for a Department unless otherwise modified under the emergency powers of the Mayor of the Borough of Tenafly.

Section 17 All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section 18 All resolutions both individually and collectively which are contained in the latest edition of the Borough of Tenafly Personnel Manual, or adopted subsequent to the July 2014 printing, which are inconsistent with this ordinance shall be deemed as superseded for purposes administering current employee management rules and regulations.

Section 19 Should any rate, salary, schedule or section of this ordinance be declared invalid or otherwise unlawful, such items shall be severable, it being the intent of the Mayor and Council that all remaining portions not so invalidated shall remain in full force and effect.

Section 20 This ordinance shall take effect immediately upon publication as required by law and retroactive when applicable and as specifically stated herein.

INTRODUCED: September 12, 2017

ADOPTED:

ATTEST:

APPROVED:

Lissette Aportela, Borough Clerk

Peter S. Rustin, Mayor