

Tenafly, Borough of

and
Tenafly Parks Dept. Assn.

Latest Revisions **
07/14/88

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 "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.", hereafter 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, and from January 1, 1987 to December 31, 1987, a modification 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, 1988 through December 31, 1989, 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.

X January 1, 1988 - December 31, 1988
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3. Parks Employees covered by this agreement agree to be bound by the terms of the Salary Ordinance of the Borough of Tenafly applicable for 1988 and 1989 and the Tenafly Code of Ethics except as may be modified herein.

4. 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 Plans or equivalent as well as insurance and other fringe benefits as currently exist. The above includes reimbursement for Blue Cross/Blue Shield 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). In addition, during the year 1989, the Borough will arrange for a Dental Plan to be paid for by the Borough that is a plan equivalent to the Delta Dental Plan of N.J. Inc., Program II-A. The starting date is subject to when arrangements are made for the entire group of full time employees of the Borough.

5. In conjunction with the aforesaid, the annual salaries payable in a weekly payroll shall be as follows:

Position	1988 (1/1 to 12/31)	1989 (1/1 to 12/31)
* (1) Top Rank	\$30,184.00	\$32,146.00
(2) Next	26,625.00	28,355.00
(3) "	24,495.00	26,087.00
(4) "	22,365.00	23,818.00

* Top Rank Only will divide equally a \$1400 supervision/teaching allowance to be added to annual salary rate.

In addition to the base salary scale, each full time employee shall receive longevity compensation computed at one percent (1%) of their respective annual base salary for each two (2) years of completed service during their first twenty years of service. After twenty (20) years, one-half percent (1/2%) of their base salary for every two (2) years thereafter to a maximum of twelve and one-half (12 1/2%) percent after thirty (30) years of service.

All salary increases for the year 1988 and 1989 shall begin effective January 1 of each year. .PA

6. All full-time employees of Parks shall be allowed six (6) personal days off per year in 1988. In the event that they are not utilized within the calendar year, a maximum of two days may be taken until February 28th of the following year. Except for family or personal emergencies, a personal day shall not be taken without clearance from the Superintendent of Parks and twenty-four (24) hour notice. Personal days may be taken in hours but preferably in larger increments. 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 days.

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. .PA

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 tardyness 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. 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

9:15 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

TOTAL TIME WORKED IS 8 3/4 HOURS/PER DAY

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.
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12. Members of the Parks Department are entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Presidential Election Day (1984 & every 4th year)
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
6 personal days*	
*See Section 6	

13. Vacation: See Manual for schedule of entitlements.

14. Uniforms: On January 1, 1989 the Borough shall discontinue to furnish and clean work uniforms for the Parksmen. Instead, the sum of \$300/year shall be 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. Also the Borough will furnish one pair of outer boots and rain gear as necessary. Each full time employee shall also be entitled to a clothing and shoe allowance of \$300. per year. Seid allowance shall normally be paid following the adoption of the Borough budget and subsequent submission of a voucher by the employee. However, in the year 1989, vouchers may be submitted for January payment so that the new uniforms may be purchased promptly.

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. No extra compensation shall be given for personal days or vacation days not taken as provided in other sections of this Agreement or the Parks Department Manual. When an employee elects to take the time and one half off instead of paid 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 are hereby created by this 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. There will be an Employee Manual for Parks employees which

includes information on employment policy, job qualifications, employment procedures, employee records, payroll policy and options, insurance coverage, employee deductions, sick or disability leave and vacations. The Manual is binding upon the employee regarding conditions of employment and binding upon the Borough regarding all benefits covered therein. Preparation of this Manual is to begin within six months of the signing of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ^{10th} day of August 1988.

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, Spokesman

Lawrence

Russell A. Kerec

James S. O'Leary

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