

THIS DOES NOT
CIRCULATE

Bergen County

A G R E E M E N T

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

WHEREAS, it has been determined that the employees of the Department of Public Works and the Parks Department exclusive of the Superintendent, the Assistant Superintendent, and the Supervisor of Parks constitute a bargaining unit so recognized by the Mayor and Council of the Borough of Tenafly; and

WHEREAS, the parties have negotiated in prior years and are desirous of entering into a further agreement respecting the terms and conditions of the employment period of 1 January 1978 through December 31, 1979.

NOW, THEREFORE, IT IS AGREED as follows:

1. Employees covered by this agreement agree to be bound by the terms of the salary ordinance of the Borough of Tenafly applicable for 1978 and 1979, the personnel manual of the Borough of Tenafly, and the Tenafly Code of Ethics except as may be modified herein.
2. The Borough of Tenafly will adopt a salary ordinance consistent herein and providing for the pension, Blue Cross - Blue Shield 750 Plan Rider J and major medical insurance and other fringe benefits as currently exist and as will provide Blue Cross - Blue Shield for members (not dependents) retired with 25 years service having attained age 55. In the event 100% of the employees covered by this agreement desire a dental plan, the Borough will

arrange for one to be instituted at no cost to the Borough, all premiums to be deducted from each employee's salary.

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

a. For 1978:

1. Senior foreman - base salary \$16,595.00
2. Foreman - base salary \$16,195.00
3. Employees
Operator - Laborer
First Year-range from \$11,960.00 to \$14,545.00
Second Year-base salary \$14,895.00
Third Year-base salary \$15,195.00

b. For 1979:

1. Senior foreman - base salary \$17,430.00
2. Foreman - base salary \$17,030.00
3. Employees
Operator - Laborer
First Year-range from \$12,795.00 to \$15,380.00
Second Year-base salary \$15,730.00
Third Year-base salary \$16,030.00

4. Employees will be allowed four personal days per year. In the event that 4 are not utilized within the calendar year, two may be utilized up to February 28 of the next year. Except for emergencies, a personal day shall not be utilized without first having given notice 24 hours in advance to the Superintendent of the Department of Public Works or his representative. Personal days may be taken in hours but in no case shall less than 1 hour be credited against each individual's right to personal days. Notwithstanding the aforesaid, those employees who are required to make visits to the Veterans' Administration

during work hours shall be considered excused without losing credit for personal time or vacation time.

5. Should an employee of the Department of Public Works be called to jury duty, either petit or grand, on County, State, or Federal level, said employee will still be entitled to receive his regular salary and be permitted to have two days off per week provided that said employee shall remit to the Borough of Tenafly any sum paid for jury duty exclusive of any travel expenses paid for jury duty by the court system and further providing that in the event an individual reports in the morning for jury duty and is excused for the remainder of that day he shall then report as promptly as possible for work assignment for the remainder of the day at the direction of the Superintendent of the Department of Public Works.

6. In the event that an employee suffers a death in the immediate family which for these purposes is defined as limited to a husband, wife, child, mother, father, grandfather, grandmother, sister, brother, mother-in-law, father-in-law, daughter-in-law, or son-in-law, he shall be entitled to 4 days off without losing credit from vacation time or personal days assuming that the 4 days required for attendance at said funeral involves the normal work day of said employee. In the event the funeral of an immediate family member is held outside of a 100 mile radius of Tenafly, the employee will be allowed 5 days off rather than 4. In the event that an employee suffers death of

a relative other than as listed above, he shall be allowed one day off per year irrespective of the location of the funeral.

7. The bargaining unit recognizes the requirement for employees to be punctual in their work assignments and agrees that after any employee has received two formal warnings in any 6 month period about being late for work and is then late a third time or thereafter said employee will be penalized by deducting from his personal days penalties as follows:

- a. For up to 5 minutes late - 1/4 hour of personal time will be lost.
- b. Up to 15 minutes late - 1/2 hour of personal time will be lost.
- c. Up to 1 hour late - 2 hours of personal time will be lost.
- d. Additional and repeated tardiness will constitute grounds for dismissal of an employee.

8. Medical transfers may be made in job assignments when proper certification is made by a physician that continued performance in a certain job is harmful to the health of the employee. However, a vacancy must exist in at least one of the other two departments and the employee requesting the transfer for medical reasons must be physically able to perform the work required in the other department. The Superintendent of the Department of Public Works may seek a "voluntary" transfer or make a "temporary" transfer under the conditions previously agreed upon for "temporary" transfer to provide an immediate or

temporary relief in the event no vacancy exists. However, the Borough does not agree to create a new position to effect a medical transfer.

Employees shall not be transferred to another department or job where there is a major change in hours without their consent except on a temporary basis - temporary being thirty (30) days or less. Departments are construed to mean Parks, Transfer Station and D.P.W. (all others). Men with least seniority will make temporary transfers.

If after such temporary transfer is made the employee so transferred may remain in the new department for more than 30 days, should both employer and the employee involved agree on said extension, if a second employee is involved in the same transfer, as say in the case of a switch of men between departments, then both employees must agree with the employer to extend the 30 day period. Should one employee not so agree then he shall be entitled to be returned to his original department.

9. Planned overtime will be equalized on an annual basis and on a departmental basis substantially as follows:

The Departments are Parks, Transfer Station and D.P.W. (all others). Overtime will be posted on a monthly basis. Foremen will be listed separately from driver-laborer. Overtime worked at the Richard Street Pumping Station by the operator will not be included in equalization of overtime. Refusal to work planned overtime will be credited against the workman the same as

if he had actually worked. Adjustments shall occur in the planned overtime work so it will not be necessary to waste time polling and changing workmen to complete jobs in progress. Where possible, the workman who starts a project shall complete the project. When only part of a crew is to be retained, an effort shall be made by the supervisor to retain the full time employees who have the least accumulated overtime hours. Exceptions to this would be where the Superintendent, at his discretion, deems it necessary to keep on a man he feels qualified to complete the job. Nothing herein, however, shall be deemed to guarantee overtime to any employee or to the Department as a whole since the employees recognize the duty of the Borough of Tenafly to minimize the overall cost to the taxpayers wherever possible. Nothing in this agreement shall be deemed to prohibit the Mayor and Council from hiring temporary employees, part-time or seasonal employees for performing any services deemed necessary by the Superintendent. Temporary or part-time seasonal workers, however, shall not be paid overtime unless the opportunity for said overtime is offered to a permanent member of the Department unless an exception from this rule has been discussed in advance and approved by the Bargaining Committee of the Department.

10. The Borough of Tenafly agrees to continue its committee to discuss with representatives of the employees the following:

- a. The development of safety rules for the overall benefit of the Department and its employees.
- b. The classification of employees and ways to change said classification or departmental structure so as to improve the overall efficiency of the service to the people of the Borough of Tenafly.
- c. To review and modify as necessary bid proposals for uniforms to be furnished by the Borough of Tenafly.
- d. Some type of performance review the purpose for which is to analyze carefully and fairly the performance of all employees in order to take inventory of the strengths and weaknesses of each individual and to provide guidance for improving individual improvement.

11. Members of the Department of Public Works will be entitled to the following thirteen holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day

Christmas Day
Four personal days

12. Members of the Department of Public Works will be entitled to vacation as follows:

For members of the Department of Public Works and for the Parks Department, vacations may be taken at any time within the year with the provision that no more than one (1) man is on vacation during leaf pick-up time of October 15th to December 15th.

13. Each employee of the Department of Public Works shall receive work uniforms as set by the Borough of Tenafly, 1 pair of work shoes at a cost not to exceed \$40.00 per pair and 1 pair of heavy duty outer work boots; in addition to the items supplied each employee shall receive a clothing maintenance allowance of \$130.00 per year in 1978 and \$180.00 per year in 1979 upon submission of voucher.

14. Overtime will be paid as follows:

1. All employees of the Department, with the exception of the Superintendent, the Assistant Superintendent and the Supervisor of Parks shall be eligible for overtime for any work performed prior to 7:45 A.M., prevailing time, or after 3:45 P.M., prevailing time, such payment to be made if on a regular weekday at one and one-half (1 1/2) times the hourly rate of the employees based upon the employee's annual base salary, provided

however, that for those employees of the Department whose regular duties require a different work day, such as the Transfer Station operators, street sweeper operators and other personnel assigned by the Superintendent to a different normal work day, overtime compensation shall be paid at the same rate as aforesaid for hours worked in advance or immediately thereafter the different normal work day assigned to said position. A work week shall be considered 35 hours.

2. All employees of the Department who are called upon to work on any of the holidays set forth for such Department in Section 11 or for any Sundays shall be compensated for the hours worked at double time based upon their annual base salary as aforesaid. In addition to the aforesaid, the double time rate shall also apply from 6:00 P.M. to Midnight of Christmas Eve and New Year's Eve. No extra compensation shall be given for personal days.

3. The Assistant Superintendent of Public Works and the Supervisor of Parks shall be entitled to receive for hours worked prior to 7:45 A.M. or after 3:45 P.M., prevailing time, or on the holidays set forth in Section 11 or on Sundays overtime payment, but such payment shall be based upon their annual salary at straight time.

15. Any reduction in the work force will be based on seniority (last hired - first fired). Seniority will be based on continuous length of service in the D.P.W. Employees dismissed due to a reduction in the work force must be offered the opportunity to return before new employees are hired.

16. The Transfer Station will close at 12:00 noon the last work day before Christmas and at 12:00 noon the day before New Year's Day. Should an emergency arise due to ice and snow, the men are to report to the Roads Department.

17. Standby crews consisting of a foreman and two men shall be available on call each weekend, the payment for which shall be Twenty (\$20.00) dollars per day effective January 1, 1978. Minimum pay for calls shall be not less than one (1) hour.

18. The employees of the Department of Public Works and the Parks Department who should miss a meal because of having to perform emergency work shall be furnished a meal by the Borough of Tenafly within a reasonable period of time.

19. Longevity shall be applied to members as follows: 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 his respective annual base salary for each two (2) years of completed service up to a maximum of

ten percent (10%).

20. Eyeglasses broken on the job up to a value of \$50.00 will be replaced by the Borough upon approval by the Superintendent of the Department of Public Works after the employee has submitted a final statement describing how the glasses were broken.

21. Leave of absence may be accorded to permanent full-time members without loss of job status or seniority for a period of ninety (90) days in any two calendar years for true emergency situations, the determination of which is up to total discretion of the Mayor and Council. During said leave the employee shall not be considered unemployed for purposes of collecting unemployment compensation nor shall the Borough of Tenafly be obligated to 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 for premiums during said leave of absence. Sporadic, part-time, temporary or self employment work may be engaged in but said leave is not intended to permit an employee to experiment with a new full time job. The employee shall submit to the Superintendent all the facts bearing on his request and the Superintendent shall make recommendations to the Mayor and Council. Each case shall be considered on its merits and a denial shall not be the subject of a grievance. One renewal may also be requested. Normally such

leave will not be granted for illness unless sick leave is exhausted or of for other cause, vacation is exhausted.

22. A grievance procedure shall be established, the purpose of which shall be to settle any argument between the Borough and the members of the D.P.W. involving the interpretation of this agreement or any other matters effecting the employment relationship or what constitutes a previous practice or condition said procedure to be as follows:

STEP 1: An employee having a grievance shall present it orally either himself or with the chairman of the Grievance Committee to the Superintendent of D.P.W. or his replacement.

STEP 2: If the grievance is not satisfactorily adjusted within two full work days after presentation to the Superintendent of D.P.W. the grievance shall be presented to the Borough Administrator or his replacement through the Chairman of the Grievance Committee and employee. The Borough Administrator shall set a time within two work days for discussion of the grievance with the employee, the chairman of the Grievance Committee, plus one other member of the Grievance Committee and the Superintendent of the D.P.W.

STEP 3: Following Step 2 above, if the grievance is not adjusted to the satisfaction of the employee he may then, within 5 days, file a written grievance with the D.P.W. Council Committee. The D.P.W. Council Committee, upon receipt of the written grievance

shall set up a meeting within 5 work days - between the employee, the full D.P.W. Grievance Committee, the Superintendent of the D.P.W. and the Borough Administrator. The D.P.W. Council Committee shall within five work days of said meeting notify the employee of its decision.

STEP 4: Following Step 3 above, if the grievance is not satisfactorily adjusted in Step 3, the employee and the D.P.W. Grievance Committee shall request a review by the entire Mayor and Council. The employee must request a meeting within 3 work days after written notification by the D.P.W. Council Committee. The Mayor and Council upon written notice by employee shall set up a meeting within ten work days. At said review, the right to be heard shall be afforded by the Council to the employee, the D.P.W. Grievance Committee, the Superintendent of the D.P.W. and the Borough Administrator.

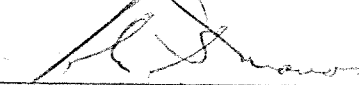
23. During the contract period the parties understand the following:

- D.Yo
E.B.
D.P.
T.C.
D.J.
- a. One man per snow plow may be used, ~~only~~ ^{only} when plowing in tandem ^{ON MAIN ROADS} or on cul-de-sacs or otherwise upon the cooperation between the parties. ^{VP}
- b. A one day Spring Open House ^{For 1978} at the D.P.W. facility may be arranged by the Mayor and Council to obtain support for better D.P.W. facilities. Persons responding to assist understand they will be considered as having waived any right to overtime. ^{VP}

- c. Two additional foremen positions, one in the Parks Department and one in the Road Department, may be created without increasing the size of the work force.
- d. A time clock may be installed at the option of the Borough.
- e. Return schedules, lunch breaks and coffee breaks may cooperatively be rescheduled so as to avoid time loss.
- f. 1979 salaries and compensation will be paid upon adoption of the 1979 salary ordinance which the Borough will introduce as early in 1979 as possible notwithstanding negotiations with other employees not covered by a two year contract may be pending.


IN WITNESS WHEREOF, the parties
 have executed upon this
 day of MAY 9, 1978.

BOROUGH OF TENAFLY



 John G. Manos, Mayor

ATTEST:



 Vivian M. Purdy, Borough Clerk

DPW NEGOTIATING TEAM

