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02-61

BOROUGH OF TENAFLY

RESOLUTION

OFFERED BY: Councilman D. Paolo

SECONDED BY: Councilman Moock

at a regular meeting of the Mayor and Council of the Borough of Tenafly held on Tuesday, March 23, 1976.

WHEREAS, the Borough of Tenafly has concluded negotiations with the employees of the Department of Public Works and the Parks Department and have arrived at a contract for the calendar year 1976.

NOW, THEREFORE, BE IT RESOLVED that the agreement in the form attached hereto is hereby approved subject to the adoption of the 1976 salary ordinance and that the proper Borough officers are authorized to execute same.

BE IT FURTHER RESOLVED that the Borough Clerk be and she is directed to file a copy thereof with the Public Employee Relations Commission according to law.

DATED: March 23, 1976

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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 1976 through December 31, 1976.

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 1975, the memorandum agreement executed by the parties dated January 31, 1975, 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, insurance and other fringe benefits as currently exist; prior to the introduction of said ordinance a copy thereof will be forwarded to the Department of Public Works Negotiating Committee for review and

approval.

3. In conjunction with the aforesaid the salaries for 1976 shall be as follows:

- a. Senior foreman - base salary \$14,900.00
- b. Foreman - base salary \$14,500.00
- c. Employees
 - Operator-Laborer
 - First year - range from \$11,175.00 to \$12,985.00
 - Second year - base salary \$13,335.00
 - Third year - \$13,635.00

4. Personal days will be expanded from 2 to 4. In the event that 4 are not utilized within the calendar year, two may be utilized up to February 28, 1977. 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 3 days off without losing credit from vacation time or personal days assuming that the 3 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 4 days off rather than 3. 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

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 or 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 establish a committee with representatives of management and employees to discuss 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. The feasibility and economic limitations of providing for some time in the future

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.

9. Overtime will be equalized substantially as agreed for 1975 and continued herein provided that nothing herein shall

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some type of signaling unit for employees on call or on standby.

- e. Some type of performance review the purpose of 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. The Borough of Tenafly agrees to provide a Council member, the Borough Attorney, or others to give a briefing to the entire Department of the provisions of the Tenafly Code of Ethics at a time convenient for the Department provided that if said time is during non-working hours any employee attending on a voluntary basis would not be eligible for overtime; said meeting will be scheduled by the Bargaining Committee prior to April 1, 1976.

12. Past practices such as but not limited to the providing and replacement of rain gear and boots, the providing of work gloves when necessary, the utilization of the locker room for meeting purposes, the utilization of a designated portion of the bulletin board at the DPW headquarters for employee materials and the present grievance procedure will continue in full force and effect as will all other past practices and work conditions not enumerated herein if not inconsistent with the terms of this agreement; in this connection employees shall have a right to process a grievance should there be disagreement as to what

constitutes a previous practice or condition with the final decision being made by the Mayor and Council of the Borough of Tenafly.

IN WITNESS WHEREOF, the parties have executed upon this day of _____, 1976.

BOROUGH OF TENAFLY:

John G. Manos
Mayor John G. Manos

ATTEST:

Vivian M. Purdy
Vivian M. Purdy, Borough Clerk

DPW NEGOTIATING TEAM

Trevor B. Wilfert

William C. Raabowick

Robert Beutl

Charles A. Sater