

## AGREEMENT

WHEREAS, The laws of New Jersey permit negotiations between segments of the public employees sector; and

WHEREAS, it has been determined that employees of the Tenafly Department of Public Works with the classification of Foremen - EXCLUSIVE of the Superintendent, Assistant Superintendent if any, and any clerical or part time employees, and all members of R.W.D.S.U. Local 29, and/or all DPW Driver-Laborers, do now constitute a bargaining unit so recognized by the Mayor and Council of the Borough of Tenafly and known as the DPW FOREMEN'S NEGOTIATING COMMITTEE; AND

WHEREAS, the parties entered into their initial Agreement with the DPW Foremen as a separate bargaining unit for the employment period of January 1, 1987 through 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, and again from January 1, 1993 through December 31, 1994, and again from January , 1995 through December 31, 1996.

WHEREAS, the parties do hereby enter into a new Two Year Agreement for the employment period from January 1, 1997 through December 31, 1999.

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.

3. The members of the DPW Foremen's Negotiating Committee who are covered by this Agreement agree to be bound by the terms of the Salary Ordinances of the Borough of Tenafly applicable for 1997, 1998 and 1999 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 provide for the Pension, current Blue Cross, Blue Shield, Rider J or equivalent Plans and Major Medical plus a Dental Plan 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).

A. The Borough will also reimburse members annually for the cost to maintain Blue Cross and Blue Shield for those members of the Department of Public Works retiring with at least twenty-five (25) years of service with the Borough as a full-time employee and having reached age fifty-five (55). Effective upon implementation of this Contract, the Borough shall also reimburse eligible retiring Foremen for the cost of spousal hospitalization benefits up to a maximum reimbursement of \$5,000.00 per year. Eligibility for spousal hospitalization reimbursement is earned after twenty-five (25) years of full-time service for the Borough, a minimum of fifty-five (55) years of age and a retirement date that is subsequent to the ratification of this Contract by both parties. Any employee whose fiftieth (50th) birthday falls between the ratification date and December 31, 1999, shall be eligible for spousal hospitalization benefits so long as the employee retires before January 1, 2000. On January 1, 2000, the retirement age reverts back to fifty-five (55) years of age.

B. An employee with twenty-five (25) years of full time service with the Borough and who has qualified for a state disability retirement based upon a work related injury shall be eligible for all retirement health benefits set forth in Paragraph (1) and (1)(a) above.

5. In conjunction with the aforesaid, the annual salaries payable every fourteen (14) days (26 pay checks/year) shall be as follows:

**Foreman Hired From Outside:**

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sr. Foreman	\$54,500·	\$55,600·	\$56,700·
Foreman 3	\$53,000·	\$54,100·	\$55,200·
Foreman 2	\$47,175·	\$48,275·	\$49,375·
Foreman 1	\$45,764·	\$46,864·	\$47,964

**Foreman Promoted from D/L:**

Sr. Foreman	\$54,500·	\$55,600·	\$56,700·
Foreman 3	\$53,000·	\$54,100·	\$55,200·
Foreman 1	\$50,100·	\$51,200·	\$52,300·

All step increases shall take place on January 1 of the next year. Any foreman hired or promoted on or after July 1 shall move to the next step on January 1 of the year after next.

In order to recognize supervision responsibilities, there is a \$1,500/year differential in base salary between the rank of Foreman 3 and the rank of Sr. Foreman. Further, there will be a minimum differential of \$3,500 maintained between the top grade of Driver-laborers and the Foreman 3 classification.

There shall be a twelve (12) month probation period for Foreman 1. After the twelve (12) months probation period, a Foreman 1 who was promoted from a Driver/Laborer position shall be eligible to be promoted to a Foreman 3 with the recommendation of the Superintendent of the Department of Public Works and the approval of the Mayor and Council.

A Foreman 1 hired from the outside shall be promoted to Foreman 2 after one (1) year; and then to Foreman 3 after one (1) year as a Foreman 2. Promotion from Foreman 3 to Sr. Foreman shall be first based upon seniority (time in grade) and with the approval of Mayor and Council. The existing Foremen will be considered for the Senior Foreman position before the Borough considers an outside candidate.

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

All salary increases for the years 1997 and 1998 shall begin effective the date shown above and retroactive pay shall be provided to cover any time period prior to finalization of this agreement.

6. All full time Foremen of DPW shall be allowed six (6) personal days off per year for each year of the contract. In the event not all of the days are taken for the calendar year, a maximum of two (2) days may be taken until April 1st of the following year. Except for family or personal emergencies, a personal day shall not be taken without clearance from the superintendent of DPW 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.

7. Should a Foreman of DPW 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 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, he shall then report as promptly as possible for work in the remainder of his work day.

8. **BEREAVEMENT LEAVE:** 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, 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 (4) consecutive working days off, without losing credit from vacation or personal days. 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 (5) days off up to and including the day of the funeral.

9. **PLANNED OVERTIME** will be equalized on an annual basis and on a departmental basis substantially as follows: Overtime will be posted on a monthly basis. Refusals to work planned overtime will be credited against the employee just 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 individuals to complete jobs in progress. Where possible, the

only part of the department 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 person 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 DPW Foremen.

10. Except as may be required in an emergency or otherwise agreed to in this Agreement, all employees shall start work at 7:30 a.m. and quit work at 3:30 p.m., prevailing time.

11. **PAID HOLIDAYS:** Members of the DPW are entitled to the following paid holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
<del>Washington's Birthday</del> <i>President's Day</i>	Veteran's Day
Good Friday	Thanksgiving Day
Easter (Transfer Sta. Only)	Day after Thanksgiving Day
Memorial Day	Christmas Day
	Presidential Election Day

Holidays falling on a Saturday or a Sunday shall be taken on the preceding or following day as the case may be. An employee shall be eligible for overtime at the aforesaid one and one half (1 1/2) times the hourly rate for any work performed on a Friday on which a Saturday holiday is observed and on a Monday on which a Sunday holiday is observed.

Employees of the Department who are called upon to work on any of the holidays set forth above, or on any Sunday, shall be compensated for the hours worked at double time based upon their annual base salary as aforesaid; for the purpose of this section, the word holiday shall mean the dates on which the holidays set forth above are officially observed. The double time rate shall

Year's Eve. No extra compensation shall be given for personal days. Employees shall work a half day on Christmas Eve and New Year's Eve. Employees of the DPW 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.

12. **VACATIONS:** All regular and full time employees shall be eligible for vacation as follows:

Less than one year - See Personnel Manual.

1 year - 10 working days	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	

Vacations may be taken any time during the year except that no more than one (1) Foreman shall be on vacation during leaf pickup time and snow season from November 1 until April 1 following, then no more than three (3) away at one time, unless otherwise authorized by the Superintendent of the Department of Public Works.

Foremen who are on vacation in December and are called back to work for any reason by the Superintendent of the Department of Public Works shall be able to carry over into the next year any unused vacation days. A maximum of five (5) unused vacation days may be carried over until April 1st of the following year.

13. **TERMINAL LEAVE:** All Foremen of the Department of Public Works 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 the respective contracts. The Terminal Leave Plan for all full time Foremen who terminate their service with the Borough shall be calculated as follows:

Twelve and one half (12 1/2%) per cent of their final year's annual Base Salary plus Longevity upon completion of fifteen (15) years of service with the Borough of Tenafly as a full time employee; and an additional two and one half (2 1/2%) per cent for each full year of service after fifteen (15) years service to a maximum of seventy-five (75%) per cent of their last year's annual Base Salary plus Longevity after forty (40) years of service as a full time employee of the Borough of Tenafly.

A Foreman terminating his service may elect to take the severance pay in a lump sum and no further benefits, or a higher rate over one half the number of months allowance, (i.e. one and one half (1 1/2) months for twenty (20) years of service), or he may elect to continue his salary over the full term. All employee benefits, Blue Cross, etc. shall be continued while he remains on the payroll of the Borough of Tenafly. The Allowance shall be prorated after the first fifteen (15) years of service for each year of service completed before retirement per the above formula.

14. **UNIFORMS:** The Borough will furnish one (1) <sup>pair</sup> pair of outer boots and rain gear as necessary. Each foreman shall also be entitled to a clothing and shoe allowance of \$325.00 per year plus an additional \$300.00 per year and in return, the DPW Foreman shall furnish and maintain all work uniforms and shoes of a suitable color and identification for DPW Foreman acceptable to DPW Superintendent and Council Liaison. Said allowance shall be paid following the adoption of the Borough budget and subsequent submission of a voucher by the Foreman. The foremen shall be responsible for supplying and wearing suitable work shoes from the clothing allowance.

15. **OVERTIME:** will be paid as follows: All overtime shall be authorized in advance by the Superintendent of DPW or his designated supervisor in charge.

- a) The Foremen of the Department of Public Works shall be eligible for overtime for any work performed on Saturdays or on the regular weekdays prior to 7:30 a.m. or after 3:30 p.m. prevailing time, such payment to be made at one and one half (1 1/2) times the hourly rate based upon the Foreman's annual base salary. A foreman shall be eligible for overtime at the aforesaid one and one half (1 1/2) times the hourly rate for any work performed on a Friday on which a Saturday Holiday is observed and on a Monday on which a Sunday Holiday is observed. A work

in addition, at the option of the Foreman, he may elect to take one and one half (1 ½) time off for one and one half (1 ½) time or double time off for double time overtime work instead of receiving overtime pay, subject to scheduling the time off by the Superintendent of Public Works or his designated supervisor. The compensatory time must be taken within twenty (20) weeks after the time the overtime occurred. If not, then a voucher shall be submitted for payment of overtime.

- (b) Employees of the Department who are called upon to work on any of the holidays set forth herein or for any Sundays shall be compensated for the hours worked at double time based upon their annual Base Salary as aforesaid; for the purpose of this section, the word Holiday shall mean the dates on which the Holidays herein set forth fall--not the date on which the Holiday may otherwise be observed. The double time rate shall also apply from 6:00 p.m. to Midnight on Christmas Eve and New Year's Eve. No extra compensation shall be given for personal days.

16. SENIORITY for longevity, pensions, vacation time and similar type benefits shall be based upon time accrued from continuous length of full time service in the DPW. Any reduction in the work force will be based upon seniority as a Foreman (last hired--first fired).

17. STANDBY CREWS shall include one (1) Foreman who shall be available on call each weekend. On weekdays the Foreman on the last weekend call will be listed to be first called in case of an emergency callout during the week. The Foreman's payment for weekend on call shall be fifty (\$50) dollars per day. The minimum pay for callouts shall be not less than one (1) hour's pay. There is no extra compensation for weekdays. Upon implementation of this Agreement, standby pay shall increase to \$60.00 per day with no retroactive application.

18. DPW Foremen 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 by a Foreman during the performance of his work shall be repaired or replaced by the Borough by reimbursement upon submission of a receipted bill to the Superintendent of DPW. 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. Foremen are

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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 may be a danger to the eyes from flying chips of stone, masonry or other objects.

- (a) The Borough agrees to pay for three (3) cholinesterase blood tests per employee per year to test for acute organic phosphates to the use of certain chemicals as part of their work to a maximum cost of \$100 in any one (1) calendar year per employee.

20. **LEAVE OF ABSENCE** may be accorded to a Foreman of the DPW and without loss of job status of 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 Foreman shall not be considered unemployed in order 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 foreman 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. The Foreman 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 and vacation time is exhausted.

21. **A GRIEVANCE PROCEDURE** is hereby established, the purpose of which is to settle any question between Foremen of DPW and management personnel and involving the interpretation of this Agreement. Said procedure to be as follows:

**Step 1:** A Foreman with a grievance shall present it orally with or without a Chairman of a Grievance Committee to the Superintendent of DPW or his designated replacement.

**Step 2:** If not satisfactorily adjusted after two (2) work days following Step 1 above, then the Foreman may present the grievance to the Borough Administrator with or without a

Chairman of a grievance Committee and the aggrieved Foreman.  
The Borough Administrator shall set a time within three (3)

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work days or within a reasonable period of time to meet along with the Superintendent of DPW, who may be included in the meeting, to discuss the grievance and attempt to settle the grievance. The first two (2) steps of the grievance procedure may take place on Borough time and subject to scheduling within the time intervals stated in Steps 1 and 2.

**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 Foreman and Foremen's Grievance Committee within three (3) working days after receiving written notification from the DPW Council Committee. The Mayor and Council, upon receiving written notice from the employee, will set up a meeting on the grievance within ten (10) working days or as soon thereafter as the meeting can be arranged. At said review, the right to be heard shall be afforded by the Mayor and Council to the Foreman, the Foremen's Grievance Committee, the Borough Administrator and the Superintendent of DPW.

**22. PERSONAL VEHICLE EXPENSE:** In instances where a Foreman of the DPW uses his personal vehicle for on the job transportation and where said use is authorized by the Superintendent of DPW (such as check the pump stations at odd hours) the reimbursement shall be at the rate of 22 cents per mile.

**23. EMPLOYMENT RELATED DISABILITY LEAVE;  
(UNDER WORKER'S COMPENSATION)**

(a) Immediately following initial treatment for injury, an accident report must be filed with the Superintendent of DPW within three (3) days of occurrence for consideration by the insurance carrier for the Borough. Forms are available from the Superintendent of DPW 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:

- i) During the first seven (7) days of disability, the Borough shall pay the disabled employee's normal

salary.

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- ii) 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.
- iii) Worker's Compensation will continue for as long as allowed under existing law and coverage.
- iv) 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.
- v) 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.

**24. MISCELLANEOUS ITEMS:**

- (a) Return schedules, lunch breaks and coffee breaks may be cooperatively rescheduled as to avoid time loss.
- (b) Extended Sick Leave: (THIS SUPPLEMENTS THE SICK LEAVE PROVISIONS IN THE EMPLOYEE MANUAL) It is understood that 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 or committed toward the employee's sick leave. It is understood that an automatic extension of thirteen (13) weeks will be added to the normal sick leave provisions in the event of a "terminal illness" to the employee. Satisfactory