

Borough of Tenafly

MAYOR AND COUNCIL

RESOLUTION #R23-59

OFFERED BY: C. Dayton

SECONDED BY: C. Park

At a Mayor and Council of the Borough of Tenafly, County of Bergen, State of New Jersey, held on January 10, 2023.

WHEREAS, the Borough of Tenafly and the Local 342 Long Island Public Service Employees United Marine Division International Longshoremen's Association ("Union") are parties to a collective negotiations agreement for the 2020-2023 years ("the Agreement"), executed on August 8, 2022; and

WHEREAS, the parties desire to amend Article VIII of the Agreement and have agreed to the revised language as set forth in the attached Sidebar Agreement which is incorporated by reference herein; and

WHEREAS, Local 342 has ratified the Sidebar Agreement; and

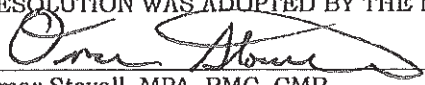
WHEREAS, the Mayor and Council have reviewed the Sidebar Agreement and agrees with the terms and recommendations set forth herein.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Tenafly, Bergen County, New Jersey, that:

1. The Borough Council hereby ratifies the Sidebar Agreement between the Borough and the Local 342 Long Island Public Service Employees United Marine Division International Longshoremen's Association ("Union");
2. The Borough Council authorizes the Borough Administrator and other appropriate parties to take any and all actions necessary to effectuate the terms of this Resolution and the Sidebar Agreement, which terms shall be retroactively effective from the date of execution of the collective negotiation agreement, August 8, 2022;
3. The Borough Council hereby further authorizes the Mayor, Borough Administrator, and/or other appropriate parties to take the necessary subsequent actions on behalf of the Borough to execute the Sidebar Agreement between the Borough and the Union.

	AYE	NAY	ABSTAIN	ABSENT		AYE	NAY	ABSTAIN	ABSENT
DAYTON	✓				MICHAELS	✓			
GROSSMAN	✓				O'CONNOR	✓			
MENON	✓				PARK	✓			

THIS IS TO CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE MAYOR AND COUNCIL ON JANUARY 10, 2023.


Omar Stovall, MPA, RMC, CMR
Borough Clerk

SIDEBAR AGREEMENT

This agreement made this 6th day of December 2022 between the Borough of Tenafly (the "Borough") and Local 342 Long Island Public Service Employees, United Marine Division, International Longshoremen's Association (the "Union"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Union and Borough are subject to the provisions of a collective negotiations agreement ("CNA") covering the period from January 1, 2020 to December 31, 2023 ("Agreement"); and

WHEREAS, the Parties acknowledge that Article VIII, Standby, of the CNA provides for a standby term for weekends, but not for holidays; and

WHEREAS, the Parties deem it necessary to set forth the standby requirement, compensation and term for periods during the paid holidays set forth in Article XIII of the CNA;

NOW, THEREFORE, based upon the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

1. The above Recitals are incorporated herein by reference.
2. Article VIII, Standby, shall be amended as expressly set forth herein:

Section 1. A standby crew consisting of one Foreman and up to two (2) Driver/Laborers shall be available on call each weekend and on paid Borough holidays set forth in Article XIII. Weekend standby assignments shall be for a one (1) weekend term. Holiday standby assignments shall be for the period of the designated holiday. The Borough may schedule one (1) rather than two (2) Driver/Laborers for standby at its discretion.

Section 2. From the date of signing of this Agreement, the weekend standby term is defined as the period between 3:00 p.m. Friday until 7:00 a.m. Monday for those employees who do not normally work those hours. The holiday standby term is defined as the period between 3:00 p.m. of the day prior to the holiday until 7:00 a.m. of the day immediately following the holiday. If a holiday falls on a Friday, the holiday standby term shall be joined with the weekend standby term and shall be defined collectively as the period between 3:00 p.m. Thursday until 7:00 a.m. Monday. If a holiday falls on a Monday, the holiday standby term shall be joined with the weekend standby term and shall be defined collectively as the period between 3:00 p.m. Friday and 7:00 a.m. Tuesday. The compensation for Driver/Laborers for the entire

period of the holiday standby term starting from the date of signing the Agreement shall be a flat rate of \$85.00. The compensation for Driver/Laborers for the entire period of the weekend standby term starting from the date of signing the Agreement shall be a flat rate of \$220.00. The compensation for Driver/Laborers for the entire period of the collective weekend and holiday standby term starting from the date of signing the Agreement shall be a flat rate of \$305.00.

Section 3. Employees on standby who are recalled during off-duty hours to perform unscheduled emergency work will be guaranteed payment of a minimum of two (2) hour's pay.

Section 4. An employee on standby shall not be eligible to perform overtime work on a planned basis, unless there are no other employees available to perform the necessary overtime.

Section 5. An employee on standby must make himself/herself/themselves available so that the employee can report to work as promptly as required for any emergency situation but, in any event, within forty-five minutes after being contacted. While on standby duty, it is the employee's obligation to, at all times during the entire standby period, be available to be contacted by the Director of Public Works.

Section 6. No employee may refuse a weekend standby assignment without the permission of the Director of Public Works. Notification for weekend standby assignments shall be made by the Director of Public Works no later than Wednesday before the upcoming weekend and will be rotated according to the equalization list so that all employees who do not normally work on a Saturday or Sunday are involved equally and with the intention of achieving equalization of earnings for each qualified employee scheduled for weekend standby over the course of the entire calendar year. If an employee assigned to standby cannot fulfill his/her/their duty, then the employee may be replaced, at the discretion of the Director of Public Works, by the next employee on the equalization schedule.

3. This Agreement supersedes all prior oral or written agreements and understandings between the Parties with regard to the payment of standby; it contains the full understanding of the Parties with respect to this subject matter; and there are no representations, warranties, agreements or undertakings other than those expressly contained in this Sidebar Agreement.
4. The Parties understand and agree that this Sidebar Agreement shall not create any precedent whatsoever. It is specifically acknowledged and agreed that neither this Sidebar Agreement nor its terms may be introduced in any grievance, arbitration or litigation for the purpose of establishing "past practice" or for any other purpose.


5. The Parties' current Agreement shall remain in full force and effect, except as modified/supplemented by this Sidebar Agreement.

ATTEST:

BOROUGH OF TENAFLY



Omar Stovall, Borough Clerk

By: 

Mark Zinna, Mayor

Date: 1/11/2023

ATTEST:

LOCAL 342 LONG ISLAND PUBLIC
SERVICE EMPLOYEES, UNITED
MARINE DIVISION,
INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION

By: 

Date: Dec 6, 2022