

DPW Foremen's Negotiating Committee
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 employees of the Tenafly Department of Public Works with the classification of Foremen - EXCLUSIVE OF the Superintendent, Assistant Superintendent if any, the Administrative Assistant and any clerical or part time employees, and all members of R.W.D.S.U. Local 29, and/or all DPW Driver-Laborers 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; and

WHEREAS, the parties do hereby enter into a new Two Year Agreement for the employment period of January 1, 1988 through December 31, 1989.

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 D.P.W. Foremen's Negotiating Committee who are 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 provide for the Pension, current Blue Cross, Blue Shield, Rider J or equivalent Plans and Major Medical plus a Dental Plan in 1989 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).

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

| RANK | Jan.1 to Dec.31, 1988 | Jan.1 to Dec.31, 1989 |
|-------------|-----------------------|-----------------------|
| Bs. Foreman | \$ 34,335 | \$ 36,566 |
| Foreman | \$ 33,764 | \$ 35,959 |
| Foreman 3 | \$ 33,064 | \$ 35,259 |
| Foreman 2 | \$ 32,364 | \$ 34,559 |
| Foreman 1 | \$ 31,664 | \$ 33,859 |

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 shall begin effective the date shown above and retroactive pay shall be provided to cover any time period prior to finalization of this agreement. Salary increases for 1989 shall be effective on January 1, 1989.

6. All full-time Foremen of D.P.W. 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 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 D.P.W. 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 D.P.W. 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 he shall then report as promptly as possible for work the remainder of his work day.

8. In the event that a Foreman 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 Foreman 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. In the event the funeral of such an immediate family member is held outside a 100 mile radius of Tenafly then the Foreman 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 a Foreman, other than a relative listed above, is held on a work day, the Foreman may have the work day off providing he actually attends the funeral. However, the Foreman may not have more than one work day off per calendar year under these conditions.

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 individual who starts a project shall complete the project. When 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 D.P.W. 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: The D.P.W. Foremen are entitled to the following paid holidays:

| | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

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

Less than one year-See Personnel Manual.

| | |
|--------------------------|----------------------------|
| 1 year - 10 working days | 13 years - 18 working days |
| 2 years - 11 " | 14 years - 19 " |
| 3 years - 11 " | 15 years - 20 " |
| 4 years - 12 " | 16 years - 20 " |
| 5 years - 12 " | 17 years - 21 " |
| 6 years - 13 " | 18 years - 21 " |
| 7 years - 14 " | 19 years - 22 " |
| 8 years - 15 " | 20 years - 22 " |
| 9 years - 16 " | 21 years - 23 " |
| 10 years - 16 " | 22 years - 23 " |
| 11 years - 17 " | 23 years - 24 " |
| 12 years - 17 " | 24 years - 24 " |

25 years and over - 25 working days

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

13. TERMINAL LEAVE: The Terminal Leave Plan for all retiring full time Foremen shall be as follows:

| Years of Service Completed | Allowance |
|----------------------------|--------------------------------------|
| 15 years | 1 1/2 Months of Base Pay + Longevity |
| 20 years | 3 Months of Base Pay + Longevity |
| 25 years | 4 1/2 Months of Base Pay + Longevity |
| 30 years | 6 Months of Base Pay + Longevity |
| 35 years | 7 1/2 Months of Base Pay + Longevity |
| 40 years & over | 9 Months of Base Pay + Longevity |

A Foreman terminating his service may elect to take the severance pay in one-half the number of months allowance, i.e. 1 1/2 months for 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 pro-rated after the first fifteen years of service for each year of service completed before retirement.

14. UNIFORMS: The Borough shall furnish work uniforms of a suitable color and identification for D.P.W. Foremen. Also the Borough will furnish one pair of outer boots and rain gear as necessary. Each Foreman shall also be entitled to a clothing and shoe allowance of \$300.00 per year. 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 D.P.W. 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 Foremen'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 week shall be considered thirty five (35) hours. In addition, at the option of the Foreman, he may elect to take one and one half (1 1/2) time off for one and one half time (1 1/2) 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.

(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 D.P.W. Any reduction in the work force will be based upon seniority as a Foreman (last hired-first fired). Employees dismissed due to a reduction in the work force must be offered the opportunity to return for a period of one year before a new Foreman is hired.

17. STANDBY CREWS shall include one foreman who shall be available on call each weekend. On weekdays, on a Voluntary basis, the Foreman on the prior weekend's standby 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 thirty (\$35) dollars/day. The minimum pay for callouts shall be not less than one (1) hour's pay. There is no extra compensation for weekdays.

18. D. P. W. 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. EYEGASSES 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 D.P.W. 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 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.

20. LEAVE OF ABSENCE may be accorded to a Foremen of the D.P.W. 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 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 D.P.W. 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: A Foreman with a grievance shall present it orally with or without a Chairman of a Grievance Committee to the Superintendent of D.P.W. or his designated replacement.

Step 2: If not satisfactorily adjusted after two work days following step 1 above then the Foreman may present the grievance to the Borough Administrator or his designated replacement with or without a Chairman of a Grievance Committee and the agrieved Foreman. The Borough Administrator shall set a time within two work days to meet along with the Superintendent of D.P.W. to discuss the grievance and attempt to settle the grievance. The first two steps of the grievance procedure may take place on Borough time subject to scheduling within the time intervals stated in steps 1 and 2.

Step 3. If not resolved by step 2 above the Foreman may then within five (5) days file a WRITTEN GRIEVANCE with the D.P.W. Council Committee. The D.P.W. Council Committee shall set up a meeting within five (5) work days of receipt of the written grievance. Said meeting may include the Superintendent of D.P.W., the Borough Administrator, the Foreman and a Foreman's Grievance Committee. The D.P.W. Council Committee shall then notify the Foreman of its decision within five work days of said meeting.

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 Foreman and the Foreman's Grievance Committee within three (3) working days after receiving written notification from the D.P.W. Council Committee. The Mayor and Council upon receiving written notice from the employee will setup 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 Foreman's Grievance Committee, the Borough Administrator and the Superintendent of D.P.W.

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

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

(a) Eliminated

(b) Return schedules, lunch breaks and coffee breaks may be cooperatively rescheduled as to avoid time loss.

24. Attached hereto and made a part hereof is the Personnel Manual as it may apply to the DPW Foremen which, subsequent to the date hereof, shall be binding upon the parties hereto except that this Contract shall take precedent over any inconsistant provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of December 1988.

BOROUGH OF TENAFLY

DEPARTMENT OF PUBLIC WORKS
FOREMEN'S NEGOTIATING COMMITTEE

Richard K. Van Nostrand
Richard K. Van Nostrand, Mayor

Chris P. Pfeiffer

William E. Bader

Alfred J. Rubin

ATTEST

Nancy Hatten
Nancy Hatten, Borough Clerk