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THIS AGREEMENT made this 14th day of April, 1997, by and between the MAYOR AND COUNCIL OF THE BOROUGH OF RIDGEFIELD hereinafter called "BOROUGH" and the Employees of the DEPARTMENT OF PUBLIC WORKS, hereinafter called "DEPARTMENT".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE I. RECOGNITION**

The BOROUGH recognizes the DEPARTMENT as the exclusive collective negotiating agent for all permanent full-time employees employed within the Department of Public Works but excluding the Superintendent of Public Works (hereinafter called "SUPERINTENDENT") and all supervisory personnel as shall be determined by the BOROUGH.

**ARTICLE II. TERM OF AGREEMENT**

The term of this Agreement shall be for three (3) years commencing January 1, 1997 to December 31, 1999. The provisions of this Agreement shall remain in full force and effect during that period unless amended in writing by the mutual consent of the parties hereto.

**ARTICLE III. EMPLOYEE CATEGORIES**

1. There are hereby established the following categories of employees within the Department of Public Works exclusive of Supervisory personnel:

a) Specialized heavy equipment operator - a person who is qualified and certified by the SUPERINTENDENT to operate specialized heavy equipment.

b) Heavy Equipment Operator - a person who is qualified and certified by the SUPERINTENDENT to operate not less than three pieces of equipment designated as heavy equipment by the SUPERINTENDENT.

(c) Sweeper Operator and Mechanic - a person who is qualified and certified by the SUPERINTENDENT to operate and maintain sweeper equipment.

(d) General Equipment Operator - a person employed by the Department of Public Works who has training and is qualified and certified by the SUPERINTENDENT in operating general equipment.

(e) Special Skills - a person employed by the Department of Public Works who has training and is qualified and certified by the SUPERINTENDENT in those specified skills such as plumber, electrician, etc.

(f) Mechanic - a person who has training and is qualified and certified by the SUPERINTENDENT to perform those duties with sufficient knowledge to maintain and repair department equipment.

(g) Custodian - any person employed by the Department of Public Works who is not qualified nor certified to be qualified by the SUPERINTENDENT to operate heavy equipment nor certified as a special skill.

2. Any person who applies for transfer to another category must be recommended and approved by the SUPERINTENDENT of the Department of Public Works for transfer to those categories and must train in the new category for a period of not less than six (6) months from the time of their transfer at the wage received in their category prior to the time of their transfer. At the expiration of the six months, the SUPERINTENDENT must submit to the Department of Public Works Committee a recommendation for final approval and transfer to

new category. Upon approval of the Department of Public Works Committee and the Mayor and Council of the final transfer to the new category, that employee will then receive the starting wage in that category and all increases thereafter would be determined by the anniversary date of the approval of the Department of Public Works Committee of the final transfer.

3. All employees, regardless of position and/or classification, shall perform any duty within the normal operation of the Department of Public Works as directed by the SUPERINTENDENT and/or his supervisory personnel. Exception is made to the mechanical work normally performed by the mechanic, in which case, an employee may only be an assistant to the mechanic. It is agreed and stipulated that any classification shall not preclude any employee from doing work normally assigned to other classifications as directed by the SUPERINTENDENT and/or his supervisory personnel except in the field of mechanics in which case an employee may only be an assistant to the mechanic.

**ARTICLE IV: WAGES**

For the year commencing January 1, 1997, through December 31, 1999, each employer of the DEPARTMENT, regardless of classification, and provided they have been employed for at

least one (1) year shall receive a three and three quarter percent (3.75%) wage increase for the year 1997 and a three and three quarter percent (3.75%) for the year 1998 and a three and one-half percent (3.50%) for the year 1999, which shall be reflected in the following salary ranges:

Upon presentation of a new CDL license for three (3) years, a single additional payment of FIFTEEN DOLLARS AND NO/CENTS (\$15.00) representing the difference between a CDL license and regular driver's license shall be paid to the employee who received the new three (3) year CDL license.

1. The following range is hereby established for the category of Heavy Equipment Operator: Minimum wage shall be \$18,000 and depending upon number of years within such classification, shall increase within a range up to a maximum of \$41,000.

2. The following range is hereby established for the category of Specialized Heavy Equipment Operator: Minimum wage shall be \$19,000 and depending upon number of years with such classification, shall increase within a range up to a maximum of \$46,000.

3. The following range is hereby established for the category of Sweeper Operator and Mechanic: Minimum wage shall be \$18,000 and depending upon number of years within such classification, shall increase within a range up to a maximum of \$39,000.00.

4. The following range is hereby established for the category of General Equipment Operator: Minimum wage shall be \$15,000 and depending upon number of years within such classification, shall increase within a range up to a maximum of \$39,000.00

5. The following range is hereby established for the category of Special Skills: Minimum wage shall be \$18,000 and depending upon number of years within such classification, shall increase within a range up to a maximum of \$48,000.

6. The following range is hereby established for the category of Custodians: Minimum wage shall be \$15,000 and

depending upon number of years within such classification, shall increase within a range up to a maximum of \$24,000.

7. The following wages are hereby established for the category of Mechanic: Minimum wage shall be \$20,200 and depending upon number of years within such classification, shall increase within range up to a maximum of \$43,000.

8. The following ranges are hereby established for the following categories:

(a) Foreman - minimum \$28,000 to a maximum of \$56,000 per annum.

(b) Assistant Foreman - minimum of \$25,000 to a maximum of \$50,000 per annum.

(c) Shop foreman - minimum of \$23,000 to a maximum of \$40,000 per annum.

(d) Mechanics - minimum of \$20,200 to a maximum of \$36,000 per annum.

(e) Chief Mechanic - minimum of \$22,500 to a maximum of \$44,000 per annum.

#### ARTICLE V: LONGEVITY

In recognition of many years service to the Borough, the following longevity schedule will become effective January 1, 1989.

On completion of the:

10th year of employment - 2% additional pay on base pay

15th year of employment - 4% additional pay on base pay

20th year of employment - 6% additional pay on base pay

This shall be based upon the date the employee was hired.

ARTICLE VI SICK LEAVE

A. Each full time employee may be allotted sick leave with pay for a period not exceeding ten (10) working days in aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the BOROUGH as a sufficient and legitimate excuse for the employee's failure to be present and in attendance upon his duties, provided the reason for his absence and the good faith of the employee in making the application for such leave shall be shown to the Council by such reasonable evidence as may be required. Any unused sick days shall accrue without limit until employee's retirement, resignation or termination.

1. Sick leave credit earned by an employee in the BOROUGH shall accrue at the rate of ten (10) days per year of continuous employment or pro-rated as two and one-half (2-1/2) days per every three months.

2. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the employee warrants such cause.

3. Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness in the immediate family of the employee which requires the employee's personal care and dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.

B. 1. In all cases of sick leave, the employee shall notify and inform the Department head of the reason for said sick leave. Any absence on account of sickness

which exceeds five days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the employee has been under the care of the physician. At the request of the BOROUGH or Department head, such a statement may be required for absence due to illness for a period less than five days. The parties acknowledge that the BOROUGH or Department Head at their request, may require any employee to be examined by a licensed physician. The parties further acknowledge that the BOROUGH reserves the right to waive such requirement and to require any employee to be examined by a physician designated by the BOROUGH in order to have the employee certified as fit for duty before the employee may return to work.

2. An employee who shall be absent on sick leave for periods totalling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

3. During protracted periods of illness the BOROUGH may require interim reports on the condition of the employee on weekly or bi-weekly periods from the attending physician. A certificate of a reputable physician in attendance shall be required if sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the immediate family. In case of leave of absence due to a contagious disease, a certificate from the Borough Department of Health shall be required. In the case of recurring or chronic illness, a doctor's certificate may be required once every six (6) months when an employee is absent because of same.

C. Employees having exhausted all their sick leave will not receive any further sick leave or compensation in lieu thereof, until same has been accumulated and earned by the employee's subsequent service. Sick leave will be credited on the first day of each year whether or not the employee reports for duty on that day.



D. Abuse of sick leave shall be cause of disciplinary action.✓

E. Severance of employment prior to the use of all or any part of such sick leave terminates all right for compensation hereunder.✓

F. Upon retirement, employees are entitled to be paid at the rate of one (1) day for every three (3) days of accumulated sick time.✓

#### ARTICLE VII: VACATIONS

A. An employee shall be entitled to vacations as follows:

1. Upon completion of the first full year of employment through and including the fifth full year of employment, ten (10) working days.✓

2. Upon completion of the fifth full year of employment through and including the tenth full year of employment, fifteen (15) working days.✓

3. Upon completion of the tenth full year of employment, through and including the fifteenth full year of employment, twenty (20) working days.✓

4. Upon completion of the fifteenth full year of employment and every year thereafter, twenty-five (25) full working days.✓

B. The regular vacation period shall be from January 1, to December 31, inclusive. Vacations will be completed without interruption, except by permission of the Superintendent in charge of the Department.✓

C. Employees shall not be entitled to a vacation until they have served one full year in the Department.✓

D. Arrangements for dates of vacation periods will be made by the SUPERINTENDENT so that leaves will not conflict with the proper performance of duty. Seniority which is defined as continuous employment with the BOROUGH from the date of the last hire, shall be given due consideration by the SUPERINTENDENT in determining preference for vacation.

E. Vacations shall be based on anniversary of employment dates, that is, the date on which employee is hired.

F. Any employee who terminates his or her employment of his or her own will, prior to completion of his or her anniversary date of his or her employment shall not receive any portion of that year or years vacation benefit.

G. If an employee is terminated by the BOROUGH because of reduction of work force, said employee shall be entitled to a pro-rated amount of vacation pay, based on the time spent on employment that year.

H. In the event of dismissal of any employee by the BOROUGH for reasons other than reduction of work force, the employee shall not be entitled to any pro-rated vacation pay for that portion of the year.

ARTICLE VIII: HOLIDAYS \*See ARTICLE XI

During the term of this Agreement, each employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at seven (7) hours straight time, without working on those days designated as holidays by the Mayor and Council,

which designation shall be in total conformity with the holiday schedule for full time municipal employees. Holiday pay shall not be accumulated by any employee.

ARTICLE IX: PERSONAL DAYS \* See ARTICLE XI

Each full time employee covered by this Agreement shall receive two (2) personal days off each year for which he shall receive a full day's pay at seven (7) hours straight time without working. The employee shall notify the Superintendent of the Department within a reasonable time prior to using his personal days. Personal days may not be accumulated by any employee.

ARTICLE X: OVERTIME PAY \* See ARTICLE XI

A. Employees shall be paid at the rate of time and one-half for all hours worked beyond seven (7) hours, in any one day. Employees shall be paid at the rate of time and one-half for all hours worked in excess of thirty-five (35) hours per week. Employees shall be paid at the rate of time and one-half for all hours worked on Saturdays. Employees shall be paid at the rate of double time for all hours worked on Sundays.

B. Each employee shall be paid at the rate of double time if he is scheduled and does in fact work on a holiday. The employee, however, will also receive holiday pay. In order for an employee to be eligible for holiday pay as provided above, he must work the regularly scheduled working day before and the regularly scheduled working day after the holiday, unless he is given express written approval to be absent by the Superintendent of the Department of Public Works.

C. In the event an employee is called out to work other than the regular work week, such as in the event of an emergency, said employee shall be guaranteed at least two hours pay for such "emergency call-out".

ARTICLE XI: WORK WEEK

Notwithstanding anything contained in ARTICLE VIII through X, the BOROUGH reserves the right to hire employees to work a week other than Monday through Friday. In the event such employees are hired, they shall be paid overtime at the rate of time and one-half beyond the time of seven hours worked in any one day and shall be paid overtime at the rate of time and one-half for full hours worked in excess of 7 hours a day and 35 hours a week. However, any employee on an adjusted work week shall be paid double time for all hours work done the seventh day following the first day of his normal work week.-

ARTICLE XII: UNIFORM ALLOWANCE

A. Each full time employee of the Department of Public Works will have a One Hundred Fifty-Six - and 25/100 (\$156.25) Dollar yearly allowance to purchase uniforms and a One Hundred Forty Three and 75/100 (\$143.75) Dollar yearly allowance to maintain them. Employees wishing to purchase uniforms shall receive permission from the Superintendent of the Department of Public Works for an allotment not to exceed their allowance. Uniforms shall be purchased from the supplier designated by the Superintendent. In the event that during the calendar year an employee has not purchased uniforms to the full amount of One Hundred Fifty-Six and 25/100 (\$156.25) Dollars, the remaining amount shall not be refunded to such employee.

B. The Superintendent shall order an employee whose uniform appearance fall below reasonable appearance standards to purchase a new uniform or parts thereof. The Superintendent's sole discretion shall be final and binding. Upon receipt of such order from the Superintendent, the employee so ordered shall immediately purchase the required uniform or portion thereof.

C. Each employee shall be entitled to the sum of One Hundred Fifty (\$150.00) Dollars per year for the purchase of one (1) pair of prescription safety glasses. All purchases of same must be approved by the Superintendent. Each spouse shall be entitled to " \$150 per year for one (1) pair of prescription glasses". Each employee and spouse shall also be entitled to a sum not to exceed Twenty-Five (\$25.00) Dollars for the cost of one (1) eye examination per year.

D. Each employee shall be supplied by the BOROUGH with one (1) pair of steel tipped safety shoes per year and the BOROUGH will replace those shoes if damaged during the course of employment. All purchase of safety shoes must be approved by the Superintendent.

ARTICLE XIII: WORKING CONDITIONS

The Borough, through the Superintendent, may adopt and post or otherwise issue such rules and regulations concerning the working conditions of the Department of Public Works provided that same are not contrary to this Agreement.

ARTICLE XIV: MANAGEMENT RIGHTS

A. The BOROUGH hereby retains and reserves unto itself without limitation, 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 generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough of Ridgefield and its properties and facilities and the activities of its employees.
2. The hiring of all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer employees.
3. The right to suspend, demote, discharge, or take other disciplinary action.

B. The exercise of the foregoing powers, right, authority, duties and responsibilities of the BOROUGH, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and shall be in conformance with the Constitution and Laws of New Jersey and of the United States.

deny or restrict the BOROUGH of its powers, rights, authority, duties and responsibilities under R.S. 11, R.S. 40 or 40A or any other national, state, county or local laws or ordinances.

ARTICLE XV: DISABILITY COVERAGE

The BOROUGH agrees to obtain disability coverage for said employees. Said coverage shall be effective only after the exhaustion of all sick leave due said employees. The BOROUGH, in its discretion, shall determine the amount and length of benefits of said disability coverage.

ARTICLE XVI: DENTAL INSURANCE

The BOROUGH agrees to provide said employees with a Dental Plan comparable to that which is in effect for other employees of the BOROUGH.

ARTICLE XVII: PAST PRACTICES

All conditions and work and employment and practices heretofore established and not specifically amended by this Agreement shall remain in effect for the duration of this Agreement and all powers of the BOROUGH, heretofore exercised and/or provided by law not specifically amended by this Agreement are hereby reserved to the BOROUGH.

ARTICLE XVIII: SENIORITY

A. Seniority shall commence from the date of full time employment in the Department of Public Works.

B. In the event an employee is transferred from one department or branch of service of the BOROUGH to the Department of Public Works, his transfer shall be deemed to have been in continuity of active service as far as his entitlement to full credit of accumulated time and benefits. However, as far as seniority among those employees within the Department of Public Works, his seniority shall start as of the date of his transfer to the Department of Public Works after having served his probationary period within the Department of Public Works, said employee shall be entitled to all benefits and privileges set forth in this Agreement.

ARTICLE XIX. SAFETY COMMITTEE

The BOROUGH and the DEPARTMENT shall establish a safety committee consisting of the number of members designated by the BOROUGH. Said safety committee shall have the power to recommend to the BOROUGH various safety practices and rules and regulations relating to same. It shall be the sole obligation of the BOROUGH to adopt such rules and regulations as it deems fit in its discretion. The safety committee shall be responsible for enforcing all safety rules and regulations thus promulgated by the BOROUGH. The SUPERINTENDENT shall, within thirty (30) days, after the execution of this Agreement, establish a schedule of disciplinary action relating to infraction of said safety rules and regulations.



ARTICLE XXI: MERIT INCREASE

In addition to the foregoing provisions of this contract, the Mayor and Council of the Borough of Ridgefield, reserve the right, during the term of this contract, to award additional pay increases, at their sole discretion, to any Department employee or employees, who, in the judgment of the Mayor and Council, have earned such additional salary increases as a result of their productivity, performance, and conduct. This Article, however, shall not be interpreted to grant to any employee any right to additional pay nor claim for failure of the BOROUGH to give said additional pay to any or all of the employees. Nor shall this Article be interpreted to give any employee any claim against the BOROUGH based upon discrimination in the awarding of such additional pay.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Borough of Ridgefield, Bergen County, New Jersey, on the date first above written

DEPARTMENT OF PUBLIC WORKS

Michael Niosi  
John J. O'Connell  
Nicholas Acquafredda

BOROUGH OF RIDGEFIELD

Stewart V. Veale, Mayor  
STEWART V. VEALE, MAYOR

Jeanine Sciglitano  
JEANINE SCIGLITANO  
BOROUGH CLERK

5/5/97 Michael Niosi  
5/5/97 JOHN J O'CONNELL  
5/6/97 Nicholas Acquafredda