

AGREEMENT, BETWEEN THE BOROUGH OF RINGWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1960.

PREAMBLE

The welfare of Ringwood Borough and its employees is dependent largely upon the services which the Borough renders. Improvements in this service and economy in operating and maintaining expenses are promoted by willing co-operation between the employer and the union, and upon each employee, to render honest and efficient and economical service. The spirit of co-operation between the employer and the union and the employees represented thereby, being essential to the efficient operation, all parties will so conduct themselves to promote this spirit.

ARTICLE I - RECOGNITION

Section I

The employer hereby recognizes that the union is the sole and exclusive representative of all employees of the Borough holding union membership in bargaining unit, with respect to wages, hours of work and conditions of work.

Section II

The bargaining unit shall include:

- (a) Any maintenance, custodial employee, and the clerical employees of the Borough who hold union membership. *plus Building Dept & Const Bldg Dept*
- (b) Nothing herein shall preclude the expansion of this bargaining unit.

Section III

Agreements reached between the parties of this contract shall become effective only when after council resolution approving same, it is signed by the Mayor of the Borough of Ringwood and after approval by the union membership and the authorized representative of Council, American Federation of State, County and Municipal Employees, AFL-CIO. *See Addendum*

ARTICLE II - SENIORITY

Section I

- (a) New employees not subject to Civil Service examination shall not be entitled to seniority rights but shall be subject to the other requirements, benefits and all other portions of the within agreement. Any employee subject to Civil Service examination shall be temporary, subject to certification and permanent appointment by the employer.
- (b) All employees not subject to Civil Service examination shall be permanent employees after they have worked ninety (90) days. Probationary period shall be considered part of the seniority time.
- (c) Part time employees shall have no seniority.

Section II

The Employer shall establish a seniority list annually and a copy shall be made available to the secretary of the Union.

Section III

When a vacancy or new position exists, positions shall be filled by:

- (a) Employees from Civil Service lists if they are available, and/or in order of seniority, provided they are qualified. If a person fails to qualify, he shall be entitled to return to his old position without loss of pay or seniority within ninety (90) days.
- (b) Vacant or new positions shall be posted for a period of at least five (5) working days.
- (c) When a job opening is posted, employees who are out on authorized sick leave, compensation or vacation, shall be notified by their steward and the steward shall have the right to sign by proxy.
- (d) Qualifications shall be determined by the Employer subject to the Grievance procedure.

Section IV

Transfer of employees between duties may be made by the appointing authority with due regard to the welfare of the employees.

ARTICLE III - HOURS OF WORK

Section I

- (a) The basic work week for all regular employees shall consist of thirty (30) or forty (40) hours, five (5) consecutive days, six (6) or eight (8) hours each Monday to Friday, inclusive or whatever makes up 5 days work week during any seven (7) day period. Employees required to work more than eight (8) hours in any one day or more than forty (40) hours in any one week shall be paid for such overtime at time and a half. If sickness occurs on work day, employee will be paid overtime pay if called in on Saturday or Sunday or Holiday. 7th/8th hour worked in any one day will be at regular rate of pay.
- (b) Overtime shall be distributed as equitably as possible among the employees of the Borough. Overtime work shall be computed at one and one-half times the employee's current hourly rate. Employees called in to work for any of the emergency conditions shall have their compensation computed at time and one half (1½) their current hourly rate, and shall be paid a minimum of four (4) hours, except when a general emergency occurs.
- (c) Overtime records shall be maintained by the various departments with adjustments posted twice per year, and shall begin anew each January 1st.
- (d) For the purpose of this contract, emergency is defined as a condition which necessitates corrective action immediately and which requires that employees be called back to work prior to or after their regular scheduled starting time.

- (e) Employees shall work overtime when requested to do so, if possible, and failure to work as requested will result in the employee being charged with the overtime hours on the overtime distribution records.
- (f) Initial assignment of overtime will be based on the most senior employee being offered the first assignment, and thereafter assignments shall be on a rotating basis as per title seniority.

Section II

Time and one half ($1\frac{1}{2}$) shall be paid any employee for any hours other than those of his regular work day or work week (8 hour day and 40 hour week). Double time (2) times rate of hourly pay shall be paid for working on a Sunday. An employee who works on a paid holiday shall receive in addition to his pay for said holiday one and one half ($1\frac{1}{2}$) times his regular pay.

Section III

If paid holiday should fall on vacation day, employee should be compensated with additional day attached to vacation schedule.

ARTICLE IV - GRIEVANCE PROCEDURE

Section I

Step 1 (a) An employee with a complaint, and/or his steward should within five days first discuss the matter with his foreman. In this discussion the persons involved shall make an earnest effort to resolve the matter. The foreman shall make whatever additional investigation is necessary and shall give his answer as soon as practicable, but within one working day. It is agreed that most complaints should be settled at this step.

Step 2 (a) If the decision at Step 1 is not satisfactory to the employee, he may appeal, in writing to the employer in charge within ten (10) working days after receiving the decision of Step (1). Upon receipt of such an appeal, the employer in charge will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and/or his representative shall be afforded the right to meet and discuss the grievance with the employer in charge. The decision of the employer will be made, but not later than ten working days (10) after receipt of appeal from Step 1.

Step 3 (a) If decision of Step 2 is not satisfactory to employee he may appeal in writing with representative to Mayor and Council five days before the regularly scheduled meeting of the Mayor and Council where said grievance will be read. An earnest effort to resolve grievance by this step shall be made. If no decision is reached however, then at the following council meeting said grievance shall be resolved.

Step 4 (a) An employee's grievance will be considered settled upon his written request, or when the complainant ceases to be a regular employee of the borough by resignation, or when time limit to appeal to the next step expires. If the employer fails to answer within the prescribed time limit, the grievance will automatically go to next step.

ARBITRATION

Section II

(4)

(a) If the Union is dissatisfied with the result of the final stage of the grievance procedure, the Union may petition for arbitration of the New Jersey Board of Mediation, and the decision of the arbitrator shall be binding upon the parties.

The selection of the arbitrator and arbitration proceedings shall be subject to the rules of the New Jersey State Board of Mediation, but in no way will aggrieved party be denied any rights or remedies which he may have under Civil Service statutes or regulations.

(b) The arbitrator's fee and expenses shall be borne equally by the parties to this agreement. The employer and the Union shall also share equally the expenses of any and all mutually agreed-upon services considered desirable or necessary in connection with the proceedings.

(c) The arbitrator (s) selected in accordance with the procedure described in Section II (a) of this Article shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard.

(d) The written award of the arbitrator shall be final and binding upon the parties.

ARTICLE V - LEAVE, VACATION & HOLIDAYS

Section I

All employees shall receive eleven (11) paid holidays. These are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

If a paid holiday falls on a Saturday, the preceding Friday shall be considered a holiday. If the holiday falls on a Sunday, the following Monday shall be considered the holiday.

Section II

Earned vacation leave shall be taken annually unless the duties of a particular employee prohibits him or her from taking such leave in which case vacation leave may be accumulated upon approval of the Employer or his authorized delegate for a period not in excess of thirty (30) working days.

All full-time permanent employees shall be entitled to vacations in accordance with the following schedule:

- (a) For the first year of employment one day vacation per month of employment shall be earned.
- (b) Employees having worked for the Borough for one year shall receive twelve (12) working days' paid vacation up to their 10th year.
- (c) After ten years of continuous service an employee shall be entitled to fifteen (15) days' paid vacation.
- (d) After fifteen years of continuous service an employee shall be entitled to twenty (20) working days' paid vacation.

Section III

If employee is subpoenaed to court as witness or juror, he shall receive time needed to attend court.

Section IV - Death Leave

In the event of death in the immediate family...immediate family shall mean father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, grandmother, grandfather, brother-in-law, sister-in-law, where such relative is the actual sister or brother of the spouse or other relative who is an actual member of the household, the number of days leave granted with pay for this purpose shall be limited to three (3) working days which shall not be charged to sick leave.

Section V - Sick Leave

- (a) Sick leave shall be earned by each employee at the rate of one (1) working day for each calendar month of service and therefore not to exceed fifteen (15) working days in any twelve (12) months.
- (b) Sick leave shall be considered to be the absence from duty with pay of employees for the following reasons:
 - 1. Illness or injury, except where directly traceable to employment by an employer other than the Borough and where illness or injury is compensable under State Law.
 - 2. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours.
 - 3. When exposure to contagious disease endangers the health of other employees, as shall be determined by the Board of Health of the Borough.
 - 4. When a member of the immediate family of the employee is critically ill or disabled, creating an emergency which requires the personal attention of the employee.
- (c) Sick leave earned in any month of service shall be available at any time during any subsequent month.
- (d) Sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted in advance by the appointing Authority in charge.
- (e) All unused sick leave of any employee during continuous employment may be accumulated without maximum.
- (f) Sick leave shall continue to accumulate during time employee is on paid status, leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- (g) There shall be maintained a record for each employee of all sick leave taken and accumulated.
- (h) During the effective period of this contract, a satisfactory method of informing individual employees of accumulated sick leave shall be established.

ARTICLE VI - JOB CONDITIONS

Section I - Union Activities

- (a) Union activities shall be carried on in such a manner so as not to disrupt operations, however, this provision is not intended to exclude Grievance Procedure.
- (b) The Union shall notify the Employer in charge of the names of current Union officers and the steward (s) responsible for processing grievance.
- (c) Employees engaged in normal Union activities such as grievance or negotiation meetings shall not have their pay suspended. Stewards and/or officers shall have the right to process and represent an employee with a grievance or problem at start of each work day. Employees shall notify their department head in advance of such meetings.

Section II

Employees allowed time to wash and put tools away.

Section III

Supervisors shall not work overtime in non-supervisory capacity while non-supervisory employee is available.

Section IV - Classifications

The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing. When a question arises as to the interpretation of a duty or requirement in any position, it shall be processed through the Grievance Procedure. An employee working out of title shall be compensated at minimum salary for the title in which he is working, if same is at a higher rate, but in no instance at a lower rate than his regular salary.

ARTICLE VII - REMUNERATION

Section I

Salaries during the term of this agreement shall be as set forth in Schedule A attached hereto and made a part hereof. All salaries set forth in said schedule shall be retroactive until January 1st inclusive of any overtime. Salaries during the second year of this agreement, to be governed by ordinance prospectively to be adopted, shall be decreased/increased in accordance with the Consumer Price Index, promulgated by the U. S. Department of Labor, as shall be reflected in January 1970 (January 1969 index figure being 124.1, as promulgated).

Section II - Hospitalization

Prudential Hospitalization Insurance covering both hospital confinement and medical and surgical benefits under a major medical plan shall be furnished for all employees in accordance with proposal furnished during the course of negotiations between the parties, which plan shall provide for surgical benefits up to \$450.00 as scheduled, with a maximum benefit of \$20,000.00. A detailed copy of said plan shall be furnished to the Union within 30 days after the signing of the within agreement.

ARTICLE VIII - STRIKES

Union acknowledges that the employees of the Employer or Borough, which it represents, are not entitled to strike, slow-down, or to take any other collective action to disable the Employer in the discharge of its statutory and governmental duties, and Union agrees that such action would constitute a material breach of this agreement. Nothing contained in this agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach. It is further agreed that participation in any such illegal activity by any employee represented by the Union shall constitute sufficient ground for termination of the employment of such employee or employees. The Employer agrees that it will not during the term of this agreement engage in any unlawful lock-out or shut-down.

ARTICLE IX - TERMINATION

The term of this agreement shall be for a period of two years commencing January 1, 1969 and terminating December 31, 1970.

Negotiations for the extension of the within agreement shall be commenced at least 45 days prior to the expiration of the within agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed this 4 day of July, 1969, by their duly authorized officers.

For the Union:

For the Employer:

Chairman
Local 1960
Local 1961
Local 1962

Catherine Taneley
James P. Russell
Robert J. ...
President
Local 1960

John Kulik, Mayor
...
...

April 23, 1969

BE IT RESOLVED, that the salaries and compensation to be paid to the officers and employees of the Borough of Ringwood, effective January 1, 1969, shall be as follows:

Mayor-----	\$ 1,500.00 per annum
Councilman-----	1,000.00 per annum
Violet E. Bogert, Borough Clerk-----	9,000.00 per annum
Oliver Conklin, Sr., Collector-Treasurer, Tax Searcher-----	7,500.00 per annum
Olaf H. Fostvedt, Tax Assessor-----	7,500.00 per annum
Grace Van Gelder, Deputy Collector-Treasurer---	3.33 per hour
Nicholas G. Mandak, Municipal Magistrate-----	2,200.00 per annum
Peter Van Voorhis, Municipal Court Clerk-----	1,700.00 per annum
Marie C. Finch, Acting Welfare Director-----	1,800.00 per annum
Albert Leibfarth, Acting General Road Foreman---	3.25 per hour
William O. Kircher, Building Inspector-----	7,750.00 per annum
William O. Kircher, Building Inspector-----	7,750.00 per annum
Dwight F. Dickinson, Assistant Building Inspector	7,250.00 per annum
William O. Kircher, Zoning Administrator-----	700.00 per annum
Adolfine Cogorno, Temporary Clerk-Typist-----	2.43 per hour
Bernadette C. Messenger, Temporary Bookkeeping Machine Operator---	2.43 per hour
Grace Guilfoyle, Assessing Clerk-----	2.75 per hour
Catherine Tansley, Bookkeeping Machine Operator	2.56 per hour
Margaret Beier, Secretary, Planning Board-----	700.00 per annum
George Ondik, Secretary, Zoning Board of Adjustment-----	700.00 per annum
Barbara Chapman, Secretary, Industrial Commission-----	400.00 per annum

POLICE DEPARTMENT:

Roy Van Tassel, Chief-----	\$ 10,340.00 per annum
Jack O'Hara, Captain-----	9,540.00 per annum
Richard De Deyn-----	9,116.00 per annum
Donald F. Burns-----	9,046.00 per annum
Thomas Van Voorhis, Sergeant-----	8,670.00 per annum
Armando T. Di Muzio, Patrolman-----	8,100.00 per annum
Frank Dennis Schirmer, Patrolman-----	8,100.00 per annum
Ronald Roukema, Patrolman-----	7,900.00 per annum
Arthur E. Baker, Patrolman-----	7,600.00 per annum
Arthur H. Myers, Patrolman-----	7,600.00 per annum
Eileen D. Connell, Police Records Clerk-----	2.60 per hour

ROAD DEPARTMENT:

George Corter, Truck Driver-----	3.20 per hour
Robert Corter, Laborer-----	2.75 per hour
Thomas E. Corter, Truck Driver-----	3.00 per hour
Richard A. De Groat, Sr., Temporary Truck Driver-----	2.75 per hour
Ira Mann, Heavy Laborer-----	2.75 per hour
I. Russell Mann, Laborer-----	2.30 per hour
Herbert Milligan, Temporary Truck Driver-----	2.70 per hour
Sidney F. Milligan, Laborer-----	2.70 per hour
Joseph Yakavonis, Laborer-----	2.75 per hour
Robert H. Roach, Equipment Operator-----	3.25 per hour
Millard E. Buchanan, Temporary Welder-----	3.25 per hour
Melvin Milligan, Heavy Laborer-----	2.75 per hour
John A. Morgan, Heavy Laborer-----	2.75 per hour
Douglas Redner, Equipment Operator-----	3.20 per hour

ROAD DEPARTMENT (Continued):

Ambrose E. Trussell, Equipment Operator-----	\$	3.20 per hour
Joseph Van Dunk, Temporary Truck Driver-----		2.80 per hour
William J. Van Dunk, Sr., Truck Driver-----		3.20 per hour
Donald W. Morgan, Heavy Laborer-----		2.70 per hour
Richard De Freese, Laborer-----		2.45 per hour
Samuel A. De Freese, Sr., Laborer-----		2.45 per hour
Dale McQuarrie, Mechanical Repairman-----		3.75 per hour

PUBLIC BUILDINGS AND GROUNDS:

Vincent Van Tassel, Building Maintenance Worker----		2.65 per hour
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Introduced: April 23, 1969

Approved: April 23, 1969

ADDENDUM TO AGREEMENT BETWEEN BOROUGH OF
RINGWOOD, AND THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL, CIO, LOCAL 1960.

It is further stipulated and agreed that commencing
January 1, 1970 there shall be an automatic monetary adjustment
for all employees covered by this agreement of 5¢ per hour with
an additional 5¢ per hour every three months until each employee
shall meet the maximum rate applicable for his category as set
forth in salary ordinances describing the categories.

It is further agreed that a cost of living increase as
determined by the Federal Government shall be given to all em-
ployees retroactive to January 1, 1970, whether they are receiving
maximum salary or not.

It is further agreed that in the event that employees
are asked to perform duties which are not part of their present
~~duties as designated by Civil Service~~, or if some new or addition-
al duties are to be assigned to them, the Employer and the Union
shall negotiate the new or additional duties and any compensation
to which the employees shall be entitled by virtue of such ad-
ditional duties.

Laborers who work on garbage trucks shall be paid maxi-
mum rates for laborers as per the schedule attached hereto.

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ADDENDUM TO AGREEMENT BETWEEN BOROUGH OF
RINGWOOD AND THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL
1960.

In the spirit of cooperation between the employer and the union
and the employees represented thereby, this addendum to the agreement
heretofore made between the parties is hereby executed.

It is herewith covenanted and agreed between the parties that
Article I - Recognition, Section II (a) is herewith amended to read as follows:

Section II

The bargaining unit shall include:

- (a) Any maintenance, custodial employee, the clerical
employees, the building inspector and assistant
building inspector of the Borough who hold union
membership.

IN WITNESS WHEREOF, the parties have caused these presents to
be signed this day of December, 1969, by their duly authorized officers

For the Union:

[Faint signature]

[Faint signature]

For the Employer:

J. John Kulik

MAYOR
Thomas E. Boyer

Catherine Tansley
Local 1194