

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOROUGH OF RIDGEFIELD

and

THE EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS

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JANUARY 1, 2017 THROUGH DECEMBER 31, 2020

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PREAMBLE

**THIS AGREEMENT** executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **BOROUGH OF RIDGEFIELD** (hereinafter called the "**BOROUGH**"), by and through its Mayor and Council, and the Employees of the **DEPARTMENT OF PUBLIC WORKS** of the Borough of Ridgefield (hereinafter called the "**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 OF PUBLIC WORKS EMPLOYEES ASSOCIATION as the exclusive collective negotiations agent for all permanent full-time employees employed with the DEPARTMENT but excluding the Superintendent of Public Works (hereinafter called "SUPERINTENDENT") and all supervisory personnel as shall be determined by the BOROUGH. The parties further agree that this agreement shall cover employees in both the Sanitation Division and Public Works Division of the DEPARTMENT notwithstanding that there were previously separated collective bargaining agreements for each category.

ARTICLE II

TERMS OF AGREEMENT

This Agreement is effective as of January, 1 2017, and shall end on December 31, 2020. 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 exclusive of Supervisory personnel.
  - a. **Heavy Equipment Operator** – a person who is qualified and certified by the SUPERINTENDENT to operate heavy equipment.
  - b. **General Labor** – a person employed by the DEPARTMENT who is qualified and certified by the SUPERINTENDENT to operate general equipment.
  - c. **Special Skills Person** – any person employed by the DEPARTMENT who has training in those specialized skills such as plumber, electrician, mechanic, etc.
  - d. **Custodian** – any person employed by the DEPARTMENT who is not qualified nor certified by the SUPERINTENDENT to be qualified to operate heavy equipment, nor certified as a special skill, nor a Sanitation Lifter or Sanitation Driver.
  - e. **Sanitation Lifter** – any person employed by the DEPARTMENT who regularly performs the work of collecting garbage, trash, recycling and other waste products and depositing same into BOROUGH vehicles.
  - f. **Sanitation Driver** – any person who has a CDL license and is otherwise qualified to operate a sanitation vehicle, and who regularly performs the function of driving that vehicle during the collection of trash, garbage, recycling and other products.
  - g. **Sanitation Lifter/Driver** – any person employed by the DEPARTMENT who regularly performs the work of collecting garbage, trash, recycling and other waste products and depositing same into BOROUGH vehicles, but who has a CDL and is otherwise qualified to drive a sanitation vehicle when required.
2. Any employee who applies for a transfer to another category must be recommended and approved by the SUPERINTENDENT of the DEPARTMENT for transfer to such new category and must train in the new category for a period of not less than six (6) months from the time of the employee's transfer. At the expiration of the six (6) month training period, the

SUPERINTENDENT must submit to the DEPARTMENT Committee a recommendation for final approval and transfer to the new category. Upon approval of the DEPARTMENT 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 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 as directed by the SUPERINTEDENT and/or his supervisory personnel with the exception that as to mechanical work normally performed by the machine, an employee who is not a mechanic may only be an assistant to the mechanic. It is agreed and stipulated that the classification of any employee shall not preclude that 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 as set forth above.
4. In those instances where the DEPARTMENT intends to hire in the category of labor, first consideration shall be given to sanitation assigned workers based on seniority.

ARTICLE IV

WAGES

1. Commencing January 1, 2017, each employee of the DEPARTMENT, regardless of classification, and provided the employee has been an employee of the DEPARTMENT for at least one (1) continuous year, and provided further that the employee is in BOROUGH's employ as of December 14, 2016, shall receive the following salary increase on the employee's base pay:
  - a. Effective January 1, 2017, base salaries of the unit members shall be increased by two (2.0%) percent.
  - b. Effective January 1, 2018, base salaries of the unit members shall be increased by two (2.0%) percent.
  - c. Effective January 1, 2019, base salaries of the unit members shall be increased by two (2.0%) percent.
  - d. Effective January 1, 2020, base salaries of the unit members shall be increased by two (2.0%) percent.
  
2. In addition to the base salary and commencing as of January 1, 2017, each unit member covered under this Agreement shall receive salary increases based upon the member's length of service with the Borough in accordance with the following schedule:
  - a. 1st year of employment - \$1,000.00 increase on base pay.
  - b. 2nd year of employment - \$1,000.00 increase on base pay.
  - c. 3rd year of employment - \$1,000.00 increase on base pay.

This shall be based upon the date the unit member was hired. Existing employees as of January 1, 2017 will receive the above salary increases based on their current length of employment.



ARTICLE V

LONGEVITY

1. In recognition of many years of service to the Borough, the following longevity schedule will apply for current employees who commenced their employment with the Borough prior to January 1, 2015. On completion of the:

10<sup>th</sup> year of employment – 2% additional pay on base pay

15<sup>th</sup> year of employment – 2% additional pay on base pay

20<sup>th</sup> year of employment – 2% additional pay on base pay

Longevity shall be computed as of the day the employee was hired. Any employee hired after May 1, 2016 shall not be eligible for, and shall not receive, any longevity pay.

2. Notwithstanding the foregoing, employees who commenced their employment with the Borough prior to January 1, 2015, that would otherwise be eligible for the longevity pay described above may elect to waive the longevity pay and instead elect to receive a \$1,000.00 increases in base pay for three (3) consecutive years, as described in Article IV, section 2. Any employee making this election must provide a written waiver of longevity pay signed by the employee and a representative of the Department.

ARTICLE VI

SICK LEAVE

1. Each full-time employee may be allotted sick leave with pay for a period not exceeding ten (10) working days in the 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 the 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 the employee's retirement, resignation or termination.

- a. Sick leave credit earned by an employee in the BOROUGH shall accrue at the rate of ten (10) days per year on continuous employment or pro-rated as two and one-half (2 ½) days every three (3) months.
- b. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the employee warrants such cause.
- c. Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness of 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.

2. 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 (5) 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 the Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the BOROUGH or Department Head, at their request, may require an 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 duty before the employee may return to work.

3. An Employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods less than five (5) days shall submit acceptable medical evidence for any additional sick leave 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.

4. During protracted periods of illness, the BOROUGH may require interim, reports on the condition of the employee on a weekly or bi-weekly period 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.

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

6. Abuse of sick leave shall be cause for disciplinary action.

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

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

9. Effective January 1, 2006, and continuing thereafter, employees who wish to "cash out" accumulated sick leave may do so in December of any calendar year. Accumulated sick leave will be "cashed out" at the rate of one (1) day for every three (3) accumulated days. No employee may "cash out" more than ten (10) sick days in any calendar year. Employees who wish to "cash out" accumulated sick leave must comply with the following requirements:

a. The employee must give written notice of that intent to the SUPERINTEDENT and the BOROUGH'S Payroll Department; and

b. The employee must maintain a minimum number of sick days in an amount to be determined by the Department of Public Works Employees Association.

ARTICLE VII

VACATIONS

1. As per Borough Ordinance No. 1240, an employee shall be entitled to vacation as follows:
  - a. Upon completion of the first full year of continuous employment through and including the fifth (5<sup>th</sup>) full year of continuous employment, ten (10) working days.
  - b. Upon completing the fifth (5<sup>th</sup>) full year of continuous employment through and including the tenth (10<sup>th</sup>) full year of continuous employment, fifteen (15) working days.
  - c. Upon completing the tenth (10<sup>th</sup>) full year of continuous employment through and including the fifteenth (15<sup>th</sup>) full year of continuous employment, twenty working days.
  - d. Upon completing the fifteenth (15<sup>th</sup>) full year of continuous employment and every year thereafter, twenty-five (25) full working days.
2. The regular vacation period shall be from January 1 to December 31 inclusive. Vacations will be taken as consecutive days, one week (5 days) at a time except that up to one week may be taken as a single day with permission of the SUPERINTENDENT in charge of the Department who will reasonably attempt to accommodate requests for single days.
3. Employees shall not be entitled to a vacation until they have served one (1) full year in the DEPARTMENT.
4. Arrangements for dates of vacation periods will be made by the SUPERINTENDENT so that leaves will not conflict. 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 priority for vacation.
5. The amount of accrued vacation shall be computed based on anniversary dates of employment, that is, the date on which the employee was hired.
6. Any employee whose service is terminated prior to reaching the employee's anniversary date of any given year shall not receive any portion of that year or years vacation benefit.

7. An employee who is terminated by the BOROUGH because of work force reduction shall be entitled to a pro-rated amount of vacation pay, based on the time spent in employment that year.
8. 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.
9. Employees may carry no more than one (1) week (five (5) work days) unused vacation time from any given calendar year to the following year, to be used by March 31 of the new year.

## ARTICLE VIII

### HOLIDAYS

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 for all days designated as holidays by the Mayor and Council, which designation shall be the same as the holiday schedule for full time municipal clerical employees. Holiday pay may not be accumulated by an employee. Employees must work regularly scheduled working days both before and after a paid holiday in order to receive holiday pay, unless the absence is excused (i.e., a planned vacation, personal, floating holiday, or medically excused sick day.) Employees are entitled to three (3) floating holidays per year.

ARTICLE IX  
PERSONAL DAYS

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 taking of personal days is not subject to approval or notice, however, a personal day cannot be used before or after a paid holiday unless planned in advance.



ARTICLE X  
FUNERAL LEAVE

Each employee covered by this Agreement is entitled to three (3) days paid leave for a death in the immediate family. Immediate family, for the purpose of this article, is defined as spouse, domestic or civil union partner, son, daughter, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

ARTICLE XI  
OVERTIME PAY

1. Employees shall be paid at the rate of time and one-half (1½) for all hours worked beyond seven (7) hours, in any one day. Employees shall be paid at the rate of time and one-half (1½) 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 (1½) for all hours worked on Saturdays. Employees shall be paid at the rate of double time for all hours worked on Sundays.

2. Each employee shall be paid at the rate of double time if he is scheduled and does in fact work on a holiday. In addition, the employee will also receive holiday pay. In order for an employee to be eligible for holiday pay, as discussed above in Article VIII, the employee 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.

3. 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 (2) hours pay for such "emergency call-out". When employees are called to report early to work in the morning of a given work day, employees will be paid a minimum of two (2) hour call in time if they are called in before 6:30 a.m. In all other instances, the employee will be paid for the actual additional time worked.

ARTICLE XII

WORK SCHEDULE

1. Notwithstanding anything contained in ARTICLE VIII through X, the BOROUGH reserves the right to hire employees to work a schedule other than Monday through Friday (an "ADJUSTED WORK WEEK"). In the event such employees are hired, they shall be paid overtime at the rate of time and one-half (1½) beyond the time of seven (7) hours worked in any one day and shall be paid overtime at the rate of time and one-half (1½) for full hours worked in excess of seven (7) hours a day and thirty-five (35) hours a week. However, any employee on an ADJUSTED WORK WEEK shall be paid double time for all hours worked on the seventh day following the first day of his normal work week.

2. Effective with the first Monday following the execution of this Agreement by both parties, the regular work day shall commence at 7:30 a.m. and end at 3:30 p.m. subject, however, to the right of the SUPERINTENDENT to make temporary changes in this schedule in the event of extraordinary circumstances. In addition, effective at the same time, the normal lunch period shall be from 12:00 noon to 1:00 p.m. subject, however, to the right of the SUPERINTENDENT to make temporary changes in the schedule in the event of extraordinary circumstances.

3. Effective December 14, 2005, the workday for workers assigned to the duties of Sanitation Lifter or Driver shall be a seven (7) hour day.

ARTICLE XIII

UNIFORMS

1. Each employee of the DEPARTMENT shall wear a uniform to work, which uniform shall have printed plainly thereon in a conspicuous place as determined by the SUPERINTENDENT the employee's name. Failure to wear a proper uniform shall, at the discretion of the SUPERINTENDENT, constitute a disciplinary infraction.

2. Commencing on January 1, 2017, each employee will be granted a uniform allowance in the amount of Six Hundred Dollars (\$600.00) per year to be utilized as follows: (1) the DEPARTMENT shall purchase the uniforms in the amount of Three Hundred and Seventy-Five Dollars (\$375.00) per year; and (2) each employee shall utilize Two Hundred and Twenty-Five Dollars (\$225.00) per year for clothing maintenance. The purchase of uniforms will be the responsibility of the Department.

3. The SUPERINTENDENT shall order an employee whose uniform appearance falls 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.

4. Each employee shall be supplied by the BOROUGH with two (2) paid 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. Effective January 1, 2017, replacement of safety shoes will be reimbursed by the BOROUGH to the employee at the rate of One Hundred and Twenty-Five Dollars (\$125.00).

ARTICLE XIV  
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 provided that same are not contrary to this Agreement.

ARTICLE XV  
MANAGEMENT RIGHTS

A. The BOROUGH hereby retains and reserves unto itself without limitation all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws of the Constitution of the State of New Jersey and of the United States, including, but not limited to, the following rights:

1. The executive management and administrative control of the BOROUGH 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 provided, however, that all disciplinary action shall be for just cause.

B. The exercise of the foregoing management powers, rights, authorities, duties and responsibilities of the BOROUGH and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith are limited by applicable provisions of federal and state law, and by the terms of this Agreement.

C. The BOROUGH agrees that work assignments shall not be made, or used, as a form of discipline.

ARTICLE XVI

WORK INCURRED INJURY

A. Where an employee covered under this Agreement suffers a work-incurred or work-connected injury or disability, the said employee shall be entitled to all benefits accruing under the provisions of the Workers' Compensation Act as provided by law. Effective May 3, 2018, the employer shall pay the employee the difference between the Workers' Compensation check received and the amount of his/her regular salary as per BOROUGH policy.

B. The employee shall be required to present evidence by a certificate of a BOROUGH approved physician that he/she is unable to work and, the employee may reasonably require the said employee to present such certificate from time to time.

C. Time off for treatment, recuperation or rehabilitation for an injury that occurs on duty and/or a communicable illness contracted as a result of an exposure while on duty shall not be construed as sick leave under the sick leave policy heretofore agreed upon between the BOROUGH and the Union.

ARTICLE XVII

DISABILITY COVERAGE

The BOROUGH shall continue to provide disability coverage fro the employees covered by this Agreement. Such coverage shall take effect only after the exhaustion of all sick leave due an employee and shall be paid at the same rate provided by the Statues of the State of New Jersey and for the same duration as provided by the ordinances of the Borough of Ridgefield.



ARTICLE XVIII

MEDICAL, DENTAL, EYE CARE

A. Medical Coverage: The BOROUGH shall continue the current medical or equivalent insurance program for employees covered by this Agreement and their eligible dependents.

B. Dental Coverage: The BOROUGH agrees to provide a Dental Plan comparable to that which is in effect for other employees of the Borough.

C. Eye Care Plan: The BOROUGH agrees to reimburse employees covered by this contract for all eye care expenses for said employee and their families. Eye care expenses shall include, but not be limited to, all expenses related to eye examination and prescription related to the eyes, eyeglasses, frames, lenses, etc. The BOROUGH'S total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred and Fifty Dollars (\$250.00) per year for any individual employee and employee's spouse or child. Employees are permitted to accumulate the eye care reimbursement not to exceed two (2) years and Five Hundred Dollars (\$500.00).

D. Throughout the term of this Agreement, employees shall continue to make health benefit contributions in accordance with the reforms set forth in Chapter 78, P.L. 2011.

E. Any employee electing to be insured with a Horizon Direct 15 (or equivalent) plan, or higher, will receive an additional \$250.00 stipend per year.