

WORK AGREEMENT

BETWEEN

THE BOROUGH OF RIDGEFIELD

AND

THE RIDGEFIELD COMMUNITY SERVICE OFFICERS

EFFECTIVE JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2008, by and between the **Borough of Ridgefield**, County of Bergen, State of New Jersey (hereinafter referred as the “BOROUGH”) and the **RIDGEFIELD COMMUNITY SERVICE OFFICERS** (hereinafter referred to as the “CSO”).

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ARTICLE I
RECOGNITION

A. The Borough recognizes the CSO as the exclusive collective negotiations agent for all full-time community service officers employed by the Borough.

B. Unless otherwise indicated, the term “Community Service Officer (the “CSO”)", when used in this Agreement, whether in the singular or plural, whether male or female, refer to all persons represented by the Association in the above-defined bargaining unit.

ARTICLE II
NO STRIKE OR LOCKOUT PLEDGE

A. It is recognized that the need for continued and uninterrupted operation of the Borough’s Department and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operations.

B. The CSO covenants and agrees that during the term of this Agreement, neither the CSO nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee’s duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.

C. There shall be no lockouts of the Employees by the Borough.

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ARTICLE III

DEPARTMENT REPRESENTATIVES

A. The Borough recognizes the right of the CSO to designate a representative and an alternate for enforcement of this Agreement.

B. The CSO shall notify the Borough, in writing the names of the representative and alternate and notify the Borough of any changes.

C. The authority of the representative and alternate so designated by the CSO shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances shall be in accordance with the provisions of the work Agreement. In the presentation of grievances, the aggrieved shall always have access to the grievance hearing and shall normally be present.

2. The transmission of such messages and information which shall originate with and are authorized by the Department or its members.

D. The designated representative and alternate shall be granted time without loss of pay to attend grievance hearings and meetings when such hearings and meetings are scheduled during normal work hours. The representative and alternate will be required to investigate departmental matters on their off-duty time and will not be compensated in any fashion for participating in grievance procedures during off-duty hours.

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ARTICLE IV

DATA FOR FUTURE BARGAINING

A. The Borough agrees to make available for inspection to the CSO all relevant data in the public domain which the CSO may require to bargain collectively and to make copies at the public rates.

B. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other employee groups, the cost of various insurance and other programs, information concerning overtime worked by the CSO, the total number of sick leave days utilized by CSO, the total number of injuries on duty and other similar data.

ARTICLE V

RECALL TIME AND OVERTIME

A. Any employee who is called back to work after having completed a regular shift shall be entitled to overtime pay at the rate of one and one half times (1 ½) their hourly rate after ten (10) hours per day or forty (40) hours during the week.

B. A CSO workday (at the time this Agreement was prepared) is defined as a ten (10) hour workday. A CSO workweek (at the time this Agreement was prepared) is defined as a forty (40) hour workweek. In the event that a CSO must remain on duty after the specified shift, the CSO will be compensated at a rate of one and one half (1 ½) times of his/her regularly based salary. **THE BOROUGH RESERVES THE RIGHT TO CHANGE THE WORK SCHEDULE NOT TO EXCEED 40 HOURS PER WEEK.** A CSO shall be considered to be on duty at all times during the normal workday and forty-hour workweek. Every effort will be made to provide a customary lunch period during these work hours, but it is recognized that on occasions

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the duties and emergencies/exigencies of the job may interfere with this customary right. When such interference occurs, no additional compensation of any form will be paid.

C. At the discretion of management, the full-time CSO will be allowed to remain after a shift if additional duties are warranted.

ARTICLE VI

MATERNITY LEAVE

The CSO will adopt the Borough policies and/or ordinances outlining the guidelines for such leave that are currently in place and enjoyed by all other employee groups.

ARTICLE VII

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 not in attendance upon his/her duties, provided the reason for his/her 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.

1. Vacation and sick leave periods may be combined in the event and to the extent that a Borough approved licensed physician has recommended in writing absence from

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work in excess of the sick leave earned and/or accrued by an employee at that time, but only in the event that long continued sickness of the employee warrants such case.

2. Sick leave shall include illness in the immediate family of the employee which requires the employee's personal care.

B. 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 Department Head, such a statement may be required for absence due to illness for a period for less than five (5) 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.

C. An Employee who shall be absent on sick leave for periods totaling ten (10) days in once (1) calendar year consisting of periods of less than five (5) days shall submit applicable 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 (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

D. During protracted periods of illness, the Borough may require interim reports on the condition of the Employee on weekly or biweekly periods from the attending physician. A certification of a reputable physician in attendance shall be required if sufficient proof of need of

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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.

E. 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.

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

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

H. Upon retirement from a Retirement System, employees are entitled to be paid at the rate of one day (1) day for every three (3) days of accumulated sick time. The calculation of the accumulated sick time shall be based on the base pay plus longevity for the daily rate for the year in which the retirement occurs, provided, however, that no such lump sum accumulated sick leave payment shall exceed \$15,000. The calculation of the per diem rate for the sick days shall be as follows:

Yearly/ Base Salary + Longevity = Total Salary
Total Salary/26 Pays = Bi-weekly Salary
Bi-weekly Salary/80 hours = hourly rate
Hourly rate x 10 hrs = Rate of pay per day

For example:

$\$45,530 + 910.60 \text{ (longevity)} = 46,440.60$
 $\$46,440.60/26 = \$1,786.18$
 $\$1,786.18/80 = \22.33
 $\$25.52 \times 10 \text{ hrs} = \$255.20 = \text{Rate of pay per day.}$

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ARTICLE VIII

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. The employer shall pay the employee the difference between the Workers' Compensation or disability 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 employer 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 IX

DISABILITY COVERAGE

The Borough shall continue to provide disability coverage for 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 Statutes of the State of New Jersey and for the same duration as provided by the ordinances of the Borough of Ridgefield.

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ARTICLE X
PENSION

The Union will adopt the Borough policies at the present level under the Public Employee Retirement Systems (PERS).

ARTICLE XI
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 Plan: The Borough agrees to provide a dental plan entitled “New Jersey Dental Plan, Inc., The Delta Dental Plan” or like Dental Plan and pay for the full costs thereof for all covered employees.

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, medical treatments and prescription related to the eyes, eyeglasses, frames, lenses, etc. The employer’s total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred (\$200.00) Dollars per year for any individual employee and employee’s spouse.

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ARTICLE XII
INSURANCE

The Employer will indemnify all employees covered by this Agreement from civil suits arising out of the performance of their duties including but not limited to the items specified under the Job Description.

ARTICLE XIII
VACATIONS

A. As per Borough Ordinance No. 1240, each full-time employee shall be entitled to vacation as follows:

1. During an employee's first year of service with the Borough, the employee shall earn and accumulate vacation time at the rate of one (1) day for each thirty (30) days of service, subject to a maximum of five (5) working days during the first year of employment. An employee may use no vacation until that employee shall be in Borough service for one hundred eighty (180) days.

2. During an employee's second (2nd) through fifth (5th) year of service, the employee shall be entitled to ten (10) working days' vacation.

3. During an employee's sixth (6th) through tenth (10th) year of service, the employee shall be entitled to fifteen (15) working days' vacation.

4. During an employee's eleventh (11th) through fourteenth (14th) year of service, the employee shall be entitled to twenty (20) working days' vacation.

5. During the employee's fifteenth (15th) full year of employment, and every year thereafter, the employee shall be entitled to twenty (20) working days' vacation.

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6. As set forth above, accumulation of vacation time shall be measured and computed by using each employee's starting employment date with the Borough and not against a calendar year. Where an employee has been employed a fraction of a calendar year on his or her anniversary date, utilized vacation time shall be pro rated.

B. Arrangements for dates of vacation periods will be made by the Chief of Police 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 Chief of Police or the Borough in determining preference for vacation.

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

D. Any employee who resigns prior to completion of his/ her anniversary date of his or her employment shall receive the pro-rated portion of that year's vacation benefit.

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

F. In the event of dismissal of any employee by the Borough for just cause, the employee shall not be entitled to any pro-rated vacation pay for that portion of the year.

G. The Chief of Police or the Borough may revoke vacations in the event that an emergency is declared.

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ARTICLE XIV

HOLIDAYS AND PERSONAL DAYS

A. All employees shall receive eleven (11) paid holidays per year in accordance with the Borough's present practices provided that the holiday (or equivalent day off) falls within the four (4) day work schedule. If it is determined that an employee is needed to work any of the eleven (11) holidays (when approved by the Chief of Police or designated supervisor) this employee shall receive his/her regular base salary holiday pay plus time and a half.

B. All employees shall receive two (2) paid personal days to be utilized from January 1 to December 31, inclusive and are not accruable.

C. Arrangements for days off will be made by the Chief of Police or the Borough Administrator so that leaves will not conflict with the proper performance of the CSO duties.

D. Per-diem employees shall not be entitled to any of the above sections.

ARTICLE XV

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 partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

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ARTICLE XVI

UNIFORM ALLOWANCE

Each full time employee shall be entitled to Six Hundred Dollars (\$600.00) per year. This amount shall be paid directly to the employee on or about October 1st of each qualifying year. This amount will not be rolled into the base pay.

ARTICLE XVII

EDUCATION AND MEETINGS

It is recognized that employees are required to attend and successfully complete certain education courses and professional meetings in order to continue to perform the customary duties of a CSO and retain proper state certification as EMT's. The Borough will pay for courses, materials, conventions and professional meetings deemed necessary by the CSO's directory personnel and approved by the Mayor and Council. All such courses and meetings are to be taken during normal off-duty time unless specifically authorized by the Chief of Police or the Borough.

ARTICLE XVIII

SALARY GUIDE AND LONGEVITY

A. SALARY GUIDE

1. Effective January 1, 2006, the CSO Director shall receive a salary increment of three and one-half (3½) percent.

2. Effective January 1, 2007, the CSO Director shall receive a salary increment of three and one-half (3½) percent.

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3. Effective January 1, 2008, the CSO Director shall receive a salary increment of three and one-half (4) percent.

4. Effective January 1, 2009, the CSO Director shall receive a salary increment of three and one-half (4) percent.

B. LONGEVITY

In addition to base salary and commencing as of January 1, 2009, each Employee covered under this Agreement shall receive longevity payments based upon the Employee's length of service with the Borough in accordance with the following schedule:

On completion of the:

10th year of employment – 2% additional pay on base salary.

15th year of employment – 4% additional pay on base salary.

20th year of employment – 6% additional pay on base salary.

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

ARTICLE XIX

PERSONNEL FILES

A. A personnel file shall be maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Chief of Police and the Borough Clerk.

B. Upon advance notice and at reasonable times, any employee may review his/her personnel file. However, this appointment for review must be made through the Police Chief and the Borough Clerk. The employee may place a rebuttal in his/her file if he/she disagrees with any document found during the review.

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C. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, a copy shall be made available to the employee so that the employee shall be given the opportunity to rebut it if he/she so desires; and he/she shall be permitted to place such rebuttal in his or her file.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except as hereinafter set forth.

ARTICLE XX

GRIEVANCE PROCEDURE

A. Definition: The term “grievance”, as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual employee or group of employees.

B. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by written mutual consent:

Step One: The moving party shall present the grievance in writing, signed by the aggrieved to the Chief of Police within ten (10) working days of the occurrence giving rise to the grievance for the purpose of resolution. The Chief of Police shall make whatever additional investigation is necessary and shall, within ten (10) working days after presentation of the grievance, give his/her decision. Action will be noticed by certified return receipt requested

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mail. Action will be received and time, date and stamped by the Borough Clerk's Office of the Borough of Ridgefield.

Step Two: If a grievance is not resolved at Step One, the moving party may, within ten (10) working days of receipt of the answer in Step One, submit the written grievance to the Borough Administrator, who shall give his/her answer within ten (10) working days of the presentation of the grievance in Step Two. Action will be noticed by certified return receipt requested mail. Action will be received and time, date and stamped by the Borough Clerk's Office of the Borough of Ridgefield.

Step Three: If the grievance is not resolved in Step Two, it may be appealed in writing within thirty (30) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough Administrator, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the majority of the Mayor and Council shall be made not later than twenty-one (21) working days after receipt of the appeal. The employee(s) making the aggrieved party or parties shall be entitled to attend this meeting and shall be given written notice of said meeting by certified return receipt requested mail at least ten (10) days prior to said meeting.

Step Four:

1. In the event the grievance has not been resolved at Step Three, the CSO may, within ten (10) business days, request arbitration. The arbitrator shall be chosen in accordance with the Rules and Procedures of the Public Employment Relations Commission of the State of New Jersey.

2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented and involved in the grievance. The arbitrator

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shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement of any amendment or supplement thereto. Notwithstanding anything in this paragraph to the contrary, the arbitrator's determination as to which party bears the costs and fees of said arbitration shall be determinative.

3. The costs of the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expense incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. The decision of the arbitrator shall be final and binding.

C. Failure by the Borough at any Step of the Grievance Procedure to communicate its written decision by certified return receipt requested mail on a grievance within the specified time period shall permit the aggrieved to proceed to the next Step. Failure at any Step of the Grievance Procedure to appeal a grievance to the next Step within the specified time period shall be deemed an acceptance of the decision rendered at that Step. The time limits set forth herein may be extended by mutual agreement in writing by certified return receipt requested mail.

ARTICLE XXI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or a group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions shall not be affected and shall continue in full force and effect for the length of the Agreement.

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ARTICLE XXII

MANAGEMENT RIGHTS

The Borough hereby reserves and retains unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States including, but not limited to, the following:

1. The executive management and administrative control of the Borough of Ridgefield and its properties and facilities and the activities of its Employee.
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 for just cause.

ARTICLE XXIII

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect until December 31, 2009. Negotiations for a Successor Agreement shall commence on or about October 1, prior to the expiration date of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Borough of Ridgefield, Bergen County, New Jersey, on the _____ day of _____, 2008.

BOROUGH OF RIDGEFIELD

**RIDGEFIELD COMMUNITY
SERVICE OFFICERS**

By: _____

By: _____

Dated: October __, 2008

Dated: October __, 2008

By: _____

Dated: October __, 2008

By: _____

Dated: October __, 2008