

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOROUGH OF RIDGEFIELD
AND
THE EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS

EFFECTIVE JANUARY 1, 2009 THROUGH DECEMBER 31, 2013

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PREAMBLE

THIS AGREEMENT executed this ____ day of _____ 2009, 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 negotiating agent for all permanent full-time employees employed within 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 separate collective bargaining agreements for each category.

ARTICLE II

TERM OF AGREEMENT

This Agreement is effective as of January 1, 2009, and shall end on December 31, 2013. 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 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 wage received in the employee's category prior to the time of transfer. At the expiration of the six (6) months, 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 SUPERINTENDENT and/or his supervisory personnel with the exception that as to mechanical work normally performed by the mechanic, 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 laborer, first consideration shall be given to sanitation assigned workers based on seniority.

ARTICLE IV

WAGES

1. Commencing January 1, 2009, each employee of the DEPARTMENT, regardless of classification, and provided the employee has been employed for at least one (1) year, and provided further that the employee is in the BOROUGH'S employ as of December 14, 2008, shall receive the following salary increase on the employee's base pay:

a. Effective January 1, 2009, base salaries of the unit members shall be increased by three and one-quarter (3.25 %) percent. (See Schedule A).

b. Effective January 1, 2010, base salaries of the unit members shall be increased by three and one-quarter (3.25 %) percent. (See Schedule A).

c. Effective January 1, 2011, base salaries of the unit members shall be increased by three and one-half (3.5 %) percent. (See Schedule A).

d. Effective January 1, 2012, base salaries of the unit members shall be increased by three and three-quarter (3.75 %) percent. (See Schedule A).

e. Effective January 1, 2013, base salaries of the unit members shall be increased by three and three-quarter (3.75 %) percent. (See Schedule A).

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

Longevity shall be computed as of the date the employee was hired.

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 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.

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 per 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 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.

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 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 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.

3. An employee who shall be absent on sick leave for periods totaling 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.

4. 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.

5. 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.

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 of accumulated sick time.

9. Effective January 1, 2006, and continuing thereafter, employees who wish to "cash out" accumulated sick leave at the rate of one (1) day for every three (3) accumulated days may do so in December of any calendar year provided that:

a. The employee gives written notice of that intent to the SUPERINTENDENT and the BOROUGH'S Payroll Department; and

b. The employee maintains 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 vacations as follows:

a. Upon completion of the first full year of employment through and including the fifth (5th) full year of employment, ten (10) working days.

b. Upon completion of the fifth (5th) full year of employment through and including the tenth (10th) full year of employment, fifteen (15) working days.

c. Upon completion of the tenth (10th) full year of employment, through and including the fifteenth (15th) full year of employment, twenty (20) working days.

d. Upon completion of the fifteenth (15th) full year of 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 the 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 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.

5. The amount of accrued vacation shall be computed based on anniversary dates of employment, that is, the date on which 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 reduction of work force 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) of unused vacation time from any given calendar year to the following year, to be used in the first three months 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 any employee.

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 subject to the permission of the SUPERINTENDENT, who shall make every effort to accommodate such requests, and who shall not unreasonably withhold his consent. The employee shall notify the SUPERINTENDENT of the DEPARTMENT within a reasonable time prior to using his personal days, and personal days may not be accumulated by any employee. Employees are not required to divulge the reason or nature for the personal day.

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, 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.

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 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. No employee may cash out more than ten (10) sick days in any calendar year. 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, 2009, each employee will be granted a uniform allowance in the amount of Three Hundred and Fifty Dollars (\$350.00) per year to be utilized as follows: (1) the DEPARTMENT shall purchase the uniforms in the amount of Two Hundred Dollars (\$200.00) per year; and (2) each employee shall utilize One Hundred and Fifty Dollars (\$150.00) per year for clothing maintenance. The bargaining unit shall designate a supplier of its choice, subject to the approval of the SUPERINTENDENT, based upon the DEPARTMENT obtaining three (3) quotes for each year of the contract. Further, the DEPARTMENT shall notify the SUPERINTENDENT by June of each year who they have chosen so that they items may be ordered.

3. 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.

4. 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. Effective January 1, 2004, replacement of safety shoes will be reimbursed by the BOROUGH to the employee at the rate of Seventy-Five Dollars (\$75.00).

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. 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 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 XVII

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.

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) Dollars 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 (\$500.00) Dollars.

ARTICLE XIX

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 XX

PAST PRACTICES

All conditions of 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 XXI

SENIORITY

A. Seniority shall commence from the date of full time employment in the DEPARTMENT.

B. In the event an employee is transferred from one department or branch of service of the BOROUGH to the DEPARTMENT, 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, his seniority shall start as of the date of his transfer to the DEPARTMENT after having served his probationary period within the DEPARTMENT, said employee shall be entitled to all benefits and privileges set forth in this Agreement.

ARTICLE XXII

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. All disciplinary action shall be taken consistent with the BOROUGH policy and procedures manual. .

In addition to the foregoing provisions of this contract, the Mayor and Council of the BOROUGH 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.

ARTICLE XXIII

CDL LICENSES

Employees shall be permitted to take the state test for a CDL license and/or go for the renewal of a CDL license during the work day with pay, but to be scheduled with the SUPERINTENDENT, and only for reasonable durations. Upon presentation of a new CDL license for three (3) years, a single additional payment of Fifteen Dollars and no/cents (\$15.00), or such other amount as shall represent 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. Each new employee shall use his or her reasonable best efforts to obtain a CDL when the knowledge or skills is essential for the position.

ARTICLE XXIV

GRIEVANCE PROCEDURE

1. 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 a group of employees.

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

a. Employees shall be entitled to file a grievance for perceived violations of the collective bargaining agreement.

b. A grievance shall be in writing, directed to the SUPERINTENDENT or his designee, and shall set forth in plain and understandable language, and in detail, the grievance complained of. Grievances shall be filed with the SUPERINTENDENT within a reasonable time of the happening of the act or event complained of.

3. **STEP ONE**: Within two (2) regularly scheduled work days of the filing of a written grievance, the complaining employee shall meet with the SUPERINTENDENT in an attempt to resolve the grievance. This shall be **STEP ONE** of the grievance process. If the grievance is not resolved at the **STEP ONE** level, the employee may seek review at **STEP TWO**.

4. **STEP TWO**: **STEP TWO** of the grievance procedure shall be initiated by having the complaining employee file an original copy of the grievance with the Borough Administrator or Borough Clerk, together with a request that the matter be reviewed in **STEP TWO**. Within five (5) working days of the filing for review in **STEP TWO**, the complaining employee shall meet with the Borough Administrator and, at the discretion of that Borough Administrator, the SUPERINTENDENT. If the grievance is not resolved satisfactorily at **STEP TWO**, the employee may seek review at **STEP THREE**.

5. **STEP THREE**: **STEP THREE** of the grievance procedure shall be a review by the DPW Committee, to be made up of either two or three of that Committee. The Committee shall meet with the complaining employee and, in the Committee's discretion, with the SUPERINTENDENT, in an attempt to satisfactorily resolve the grievance.

6. **STEP FOUR**: **STEP FOUR** of the grievance procedure shall be reviewed by the Mayor and Council. If the grievance is not resolved satisfactorily at **STEP FOUR**, the Association may seek resolution at **STEP FIVE**.

7. **STEP FIVE:** If the grievance is not satisfactorily resolved at STEP 4, then the Association may submit the grievance to binding arbitration from an Arbitrator selected by the procedures and policies of the Public Employment Relations Commission. The Arbitrator's decision shall be final and binding upon the parties. The costs of such arbitration shall be borne equally between the parties.

8. Minor disciplinary matters (five (5) days or less) will not be subject to the grievance procedure. Discipline of six (6) days or more will be subject to the parties' grievance procedure.

ARTICLE XXV

NO STRIKE OR LOCKOUT PLEDGE

1. 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.

2. The DEPARTMENT covenants and agrees that during the term of this Agreement, neither the DEPARTMENT 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.

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

ARTICLE XXVI

DATA FOR FUTURE BARGAINING

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

2. 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 employees, the total number of sick leave days utilized by employees, the total number of injuries on duty and other similar data.

3. The borough shall incur no additional expenses by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE XXVII

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.

ARTICLE XXVIII

COMPLETE AGREEMENT

This Agreement constitutes the full and final understanding between the parties. This Agreement may not be modified except in a writing executed by both parties.

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

DEPARTMENT OF PUBLIC WORKS

BOROUGH OF RIDGFIELD

By: _____
Anthony Ganci

By: _____
Anthony R. Suarez, Mayor

Dated: April __, 2009

Dated: April __, 2009

By: _____
Donald Rush

By: _____
Martin Gobbo, Borough Clerk

Dated: April __, 2009

Dated: April __, 2009

By: _____
Brian Kettler

Dated: April __, 2009