

AGREEMENT
BY AND BETWEEN
BOROUGH OF RINGWOOD
AND
TEAMSTERS LOCAL NO. 97 OF NEW JERSEY
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN
AND
HELPERS OF AMERICA, AFL-CIO

EFFECTIVE: January 1, 2001

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RINGWOOD
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PREAMBLE

THIS AGREEMENT made and entered into September , 2001,by and between the BOROUGH OF RINGWOOD in the COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "BOROUGH") and LOCAL 97, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "UNION"), represents the complete and final understanding on all bargainable issues between the Borough and the Union and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated January 1, 1975 (Docket No. R.O. 884), the Borough recognized the Union as the exclusive collective negotiations agent in matters pertaining to wages, hours of work and other conditions of employment for all blue collar and clerical employees employed by the Borough and more specifically enumerated by job title in Schedule A, but excluding all craft and professional employees, policemen, managerial executives, Department Heads, as defined by Page 7, Article 64, Chapters 1, 2, and 3 and supervisors within the meaning of the Act, covered in the aforementioned Certification.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the Executive Management and Administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights authority, duties or responsibilities of the the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

UNION REPRESENTATIVES

- A. Union activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations.
- B. The Union shall notify the Borough or its designees of the names or current Union officers and stewards responsible for processing grievances.
- C. The Union shall not conduct membership meetings on Borough property.

ARTICLE IV

SENIORITY, APPOINTMENT AND TRANSFER

A. Seniority is defined as the total length of service of an employee with the Borough commencing with his latest date of hire.

B. In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority will be given preference in temporary promotions, in layoffs, recalls, shift assignments and vacation schedules.

C. All regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period of three (3) months, and the provisions of the applicable Civil Service rules.

D. The Borough shall provide a copy of the seniority list established as of the last payroll of the calendar year by forwarding a copy to the Secretary of the Union.

E. Transfers may be made by the employer with due regard to the welfare of the employees and the needs of the Borough.

F. Stewards shall be notified in writing and notices shall be posted, at least ten (10) days prior to any appointment, of the existence of job openings or vacancies.

G. Openings or vacancies shall be filled pursuant to the requirements of applicable Civil Service rules. However, in temporary promotions, seniority shall apply, provided the employee is qualified for such temporary promotion.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the violation, application, interpretation or adherence to the terms and conditions of this Agreement that may be raised by an individual, the Union or the Borough.

C. The Union business representative shall have the right to participate in all steps of the Grievance Procedure noted below:

D. 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 mutual consent:

Step One:

1. An aggrieved employee shall institute action under the provisions hereof within ten (10)

working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Director of Public Works for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two:

1. In the event the grievance has not been resolved at Step one, then within ten (10) working days following the determination of the Department Head, the matter may be submitted to the Borough Manager.

2. The Borough Manager or his representative shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

Step Three:

1. In the event the grievance has not been resolved at Step two, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.

2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Borough Manager. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any

amendment or supplement thereto.

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

5. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

E. Borough Grievances

Grievances initiated by the Borough shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within the (10) calendar days after filing a grievance between the representative of the Borough and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Three above.

F. The Union shall designate one employee from the DPW and one employee from Clerical/Secretarial to be on call for grievance purposes.

ARTICLE VI

WORK WEEK

A. The normal work week for employees assigned to the Public Works Department, employees whose classifications are included in Schedule A, shall consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week, from Monday through Friday, and each employee shall have two (2) consecutive days off.

The work day shall commence at 7:00 a.m. and terminate at 3:30 p.m. and shall include a thirty (30) minute lunch period.

B. The normal work week for employees assigned to Borough Hall, employees not included in paragraph A above, but whose classifications are included in Schedule A, shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) consecutive days per week from Monday through Friday.

The work day shall commence at 8:00 a.m. and terminate at 4:00 p.m. and shall include a sixty (60) minute lunch period. Due to the location of Borough Hall and the time required for travel from and to Borough Hall, an employee may opt to extend the lunch period for up to 15 minutes without penalty provided the extended time is made up at the end of the work day during which the extension of lunch period took place. Each DPW employee shall receive a 15 minute morning break to be taken between 9:00 a.m. and 9:30 a.m. Each employee shall receive a 15 minute afternoon break, the time to be selected by management.

C. All employees may be required to record their work times by means of devices

provided for such purpose by the employer.

D. All employees hired after January 1, 1986 shall be subject to a modified work week as determined to meet the public need. All other existing provisions shall apply.

ARTICLE VII
COMPENSATION

A. Effective January 1, 2001 all employees covered by this agreement shall be entitled to receive the wage rates for their particular job classifications as noted in Schedule A. Such increases shall reflect a 4% increase for 2001, 2002 and 2003.

B. All employees hired whose wage rates are contained in Schedule A shall be placed into the highest rate of pay after completing 3 years of employment as detailed in Schedule A.

C. 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 Procedures. An employee working out of title for one day or more shall be compensated at minimum salary for the title in which he/she may be working, if same is at a higher rate, but in no instance at a lower rate than the employee's salary.

D. Supervisors shall not work over-time in a non-supervisory capacity while a non-supervisory employee is available.

ARTICLE VIII

OVERTIME

A. Definition of Over-time

Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered over-time. The provisions of the Article shall apply to such over-time which has been properly directed and authorized in advance by the appropriate Department Head or their designee. There shall be no pyramiding of over-time.

B. Payment for Over-Time

1. Employees who are required to work in excess of their normal work day or work week shall receive monetary compensation in accordance with the schedule noted below:

- a. For those employees, whose normal work day is less than eight (8) hours, any over-time work beyond the maximum of that work day shall be compensated for at one and one-half (1 ½) times their regular rate of pay.
- b. For those employees, whose normal work week is less than forty (40) hours, any over-time work beyond the maximum of that work week in any calendar week shall be compensated for at one and one-half (1 ½) times their regular rate of pay.
- c. For those employees, whose normal work day is eight (8) hours, any over-time work beyond the maximum of that work day shall be compensated for at one and one-half (1 ½) times their regular rate of pay.
- d. For those employees whose normal work week is forty (40) hours, any over-time work beyond the maximum of that work week in any calendar week shall be compensated for at one and one-half (1 ½) times their regular rate of pay.

C. Holidays and Sundays

1. Employees who are required to work on a Sunday shall be paid at two (2) times their regular rate of pay unless Sunday is considered their regular day of work.

2. Employees who are required to work on a Holiday shall be paid, in addition to any Holiday pay due under the terms of this Agreement, as follows:

a. Where said work occurs between the hours of 7:00 a.m. and 3:30 p.m. for Public Works employees, and 8:00 a.m. and 4:00 p.m. for Clerical (office) employees, such pay shall be at the rate of one and one-half (1 ½) times their regular rate of pay for each hour of work.

b. For any hours worked not included within the schedule as set forth in sub-paragraph (a), payment shall be at the rate of two and one-half (2 ½) times their regular hourly rate of pay.

3. If any employee shall be absent from work on any day immediately prior to or immediately after any Holiday or Sunday, said employee will be paid at an over-time rate only while he or she has sick days remaining due to him or credit under the terms of the Contract.

D. When an employee is recalled for duty, the employee shall receive a minimum of four (4) hours pay at the appropriate rate. A two (2) hour minimum recall shall apply to Water/Sewer personnel. Employees shall remain on duty for the minimum period and shall account for their time in a working function.

E. Over-time records shall be maintained by the various departments with adjustments posted twice per year, and shall begin anew each January 1st.

F. Employees shall work over-time when requested to do so, if possible, and failure to

work as requested will result in the employee being charged with the over-time hours on the over-time distribution records.

G. Initial assignment of over-time 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.

H. Half hour meal time to be paid for when working all night or during snow storms or an emergency, except regular time, which is to remain same as at present.

I. Water and Sewer Department employees shall participate in a stand-by plan. The purpose of a stand-by plan is for immediate response to water emergency conditions. A minimum of one employee shall be assigned for a period of one (1) week (7 days) to be available during all off duty hours. The employee shall be assigned on a rotating basis by the Director of Public Works or his designee. The assignment of stand-by schedule shall commence January 1st to December 31st, on an as-needed basis as determined by the Director of Public Works or his designee. Personnel will be compensated at a flat fee rate of \$50.00 per week for each stand-by assignment. Personnel will also receive over-time for call-out at rates specified in this Article. The stand-by employee shall be supplied a beeper or cell phone by the Borough. Employee must be responsible for the cost of replacing cell phone or beeper if items are lost or damaged.

ARTICLE IX

LONGEVITY

1 to 5 years.....	\$ 0
6th year.....	\$ 440
11th year.....	\$ 520
16th year.....	\$ 600
21st year.....	\$ 680
26th year.....	\$ 780

Longevity is to be paid bi-weekly and included in bi-weekly pay checks at the rate schedule shown above.

ARTICLE X

HOLIDAYS

A. The following fourteen (14) days shall constitute paid Holidays:

- | | |
|-----------------------|---|
| New Year's Day | Veteran's Day |
| Lincoln's Birthday | General Election Day or Martin Luther King's Birthday |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving Day |
| Memorial Day | Day before Christmas Day |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |

The employee has the option to observe General Election Day or Martin Luther King's Birthday as a Holiday. General Election Day shall be the assumed Holiday unless the employee submits his/her option in writing to the Department Head no later than January 7th of each year. Each employee shall report for work on the non-selected holiday with the exception of approved vacation. Failure to report for work on the non-selected Holiday may be cause for disciplinary action and/or suspension of the option or the employee in the future.

B. If a paid Holiday falls on a Saturday, the preceding Friday shall be considered as the Holiday. If the Holiday falls on a Sunday, the succeeding Monday shall be considered as the Holiday.

C. If a paid Holiday should occur during an employee's vacation, the employee shall have the option of extending the requested vacation by one (1) day for each Holiday involved or

deferring the time for use later in the calendar year. The option shall be exercised in writing prior to the requested vacation period in which the Holiday occurs.

D. Except in the case of authorized paid absences, employees must work the day before and after a scheduled Holiday if such days are workdays in order to be paid for such Holiday.

ARTICLE XI

A. Annual vacation leave with pay for all employees covered in this contract shall be as follows:

	<u>2001</u>	<u>2002</u>	<u>2003</u>
First year through fifth year	13	13	13
One day after fifth year to tenth year	16	16	16
One day after tenth year to fifteenth	20	20	20
One day after fifteenth year and over	23	23	23

B. Vacations must be taken in the calendar year unless exigencies of Borough affairs require otherwise, in which case the employee may either, in that year, take time or receive pay in lieu of vacation.

ARTICLE XII

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et. seq., of the Civil Service Rules for the State of New Jersey, revised June 1, 1979.

B. Service Credit for Sick Leave

1. All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle one to sick leave, the employee shall notify his/her supervisor within one (1) hour of the employee's usual reporting time.

a) Failure to so notify one's supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b) Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who is absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a) An employee who has been 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 (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

b) The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Borough Manager and reported to a representative of the Union.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent due to personal illness, as a condition of return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing

normal duties and that the employee's return will not jeopardize the health of other employees.

F. An employee shall be compensated at the rate of \$25.00 per day for each day of accumulated sick time in excess of 30 days upon retirement, said compensation shall not exceed four thousand dollars (\$4,000)

G. Personal Business shall be defined as follows:

Employees may utilize five (5) sick days as personal days yearly. If not utilized, personal days shall continue to accrue as unused sick days. To allow employees flexibility, the time encompassed in three (3) personal days can be taken in two-hour increments. The employee shall be required to provide his/her Department Director a general explanation for the necessity of the personal leave day, which shall be of a pressing personal nature. Additionally, an employee shall be required to give reasonable notice, under the circumstances, and the Borough may disapprove the selection of a particular day if it would have a serious effect on the operation of the Borough.

ARTICLE XIII

BEREAVEMENT LEAVE

A. In the event of death in the immediate family (immediate family shall mean father, mother, sister, brother, husband, wife, child, foster child, legal guardian or legal ward, grandchild) up to three (3) days annual leave shall be granted for In-State services.

B. In the event of death in the family (family shall mean mother-in-law, father-in-law, grandmother, grandfather, 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), up to three (3) days leave shall be granted annually from the employee's sick leave bank, if available.

C. Should an employee require additional bereavement leave days within a calendar year other than provided for in Sections A and B of this Article, then the employee may use his/her accumulated sick leave days, subject to the provision set forth under Sections A and B. Vacation days may also be used for purposes of bereavement.

D. If funeral is out of state, employee must bring back a newspaper clipping in order to get credit for extended leave as follows:

450 to 600 mile radius.....four (4) days bereavement leave

600 miles or over.....five (5) days bereavement leave

ARTICLE XIV

LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised June 1, 1979.

ARTICLE XV

HEALTH INSURANCE

A. The Borough agrees to continue to provide the current Health Insurance coverage during the lifetime of this Agreement for all eligible employees and the eligible members of their families in accordance with the current hospitalization and medical surgical plans.

B. The Borough reserves the right to change insurance carriers during the lifetime of the Agreement as long as substantially similar benefits are provided by the new carrier.

C. For each calendar year of the Agreement the Borough will provide prescription coverage for each employee covered by the Agreement. A \$3.00 co-pay shall be applicable to all generic filled prescriptions, a \$10.00 co-pay shall apply for formulary filled prescriptions and a \$15.00 co-pay for all non-formulary. For mail-in prescriptions, co-pay will be \$6.00 for generic, \$20.00 for formulary and \$30.00 for non-formulary.

D. The Borough shall pay health benefits for all eligible employees and eligible members of the employee family in accordance with the hospital and medical surgical plans as set forth in the Borough's hospitalization and medical surgical plan currently in existence.

The deductible shall be \$250.00 per employee per year and \$500.00 per family per year.

E. The Borough will offer a family dental plan to the members of the Teamsters Local 97 effective July 1, 1995, Delta Dental, or its equivalent, with full orthodontic

coverage, family coverage to be paid for on a 50% contributory basis by all members of the bargaining unit. The current monthly charges are:

<u>COVERAGE</u>	<u>CURRENT MONTHLY CHARGES</u>	<u>CURRENT TEAMSTER EMPLOYEE CONTRIBUTION</u>
Single	\$ 31.88	\$15.94
Husband/Wife	63.12	31.56
Parent/Child	48.76	24.38
Family	95.00	47.50

and shall be subject to change upon annual renewal of policy.

F. The Borough shall pay vision care expenses for the service indicated and up to the amount indicated in the schedules below:

<u>Service or Supply</u>	<u>Payment Limit</u>
Eye Examination	\$ 35.00
Frames and lenses	\$100.00
Contact lenses	\$105.00

This applies to eye examinations performed by a duly licensed physician, optometrist or ophthalmologist and changes for covered eyeglass lenses, contact lenses and eyeglass frames in connection with the eye examination up to the amount listed in the schedule.

EXCLUSIONS:

1. More than one eye examination per person during any twelve consecutive months.
2. More than one set of contact lenses or frame and lenses per person during any twenty-four consecutive months.

3. Service and materials (a) in connection with special procedures such as orthoptics and vision training, or (b) in connection with medical or surgical treatment, or (c) provided under worker's compensation benefits.

4. Sun glasses whether prescription type or otherwise unless prescribed for user to be worn at substantially all times because of an ocular medical condition.

5. Eye examinations required (a) by an employer as a condition of employment on which the employer is required to provide by virtue of labor agreement or (b) by a government body.

6. Duplicate or spare eyeglasses, or any lenses or frames furnished to a covered individual for duplicate or spare eye glasses.

7. Any service or supply unless the provider unconditionally requires payment without regard to this insurance.

8. Charges in excess of those usually made when there is no insurance or in excess of the general level in the area.

G. The Borough shall provide temporary disability coverage for each employee covered by this Agreement. Said coverage to be the same as is provided under the State of New Jersey Temporary Disability Plan.

H. For those employees who retire at age 60 or thereafter and have completed at least 30 years of employment with the Borough (employment in other governmental jurisdictions shall not be calculated to determine years of employment with the Borough), the Borough shall continue the said employee and spouse under the medical insurance policy then current and applicable to persons

covered by this agreement. The said coverage shall terminate upon the employee attaining the age of 65 years irrespective of the age of the spouse and neither the employee nor the spouse shall thereafter be covered. The Borough shall annually be responsible to pay only \$3,852.00 toward the premium for the coverage and the said employee shall pay the balance of the cost of the said premium. Upon the said employee attaining 65 years of age, the Borough shall no longer be responsible to pay any amount towards premiums and, as stated above, the said employee and his/her spouse shall no longer be covered by the Borough's insurance policy.

The scope and extent of coverage shall be as per the terms of the medical insurance policy in effect during the time that the employee is between 60-65 years of age.

Upon retirement, the qualifying employee shall prepay any additional premium in quarterly payments.

The first payment shall be due the Borough of Ringwood by December 31st of the preceding year in which the health benefit coverage will become available.

ARTICLE XVI

UNIFORM ALLOWANCE

A. Each DPW employee is required to wear a uniform as directed by the DPW Director.

Maximum supply each year by Borough:

Four Pairs of pants, four long or short-sleeve shirts,

Four tee shirts, two caps, Shoe allowance - \$200.00 per year. \$100.00 per pair,

2nd pair only if needed. OSHA approved.

Every two years – one set of rain gear with hood, one heavy-weight jacket.

Every three years – a lifting belt.

Regarding the Water/Sewer Department, two pairs of hip boots shall be provided.

Employees must maintain the minimum supply of uniforms supplied by the Borough in good condition.

ARTICLE XVII

WINTER EMERGENCIES

A. All work performed shall be paid at the appropriate rate of pay based on a standard work day. Work performed prior to or following a standard work shift will be paid at the appropriate overtime rate. If an employee is sent home during the standard work shift, the employee will not be charged with excused absence time. If the employee is instructed to return or recalled after reasonable rest, the employee must complete a standard work shift before additional overtime will be paid. If the employee does not report back to work as instructed or is not available for call back; prior work time, up to a standard work day, will be compensated as straight time.

B. Particularly during the winter months, all employees shall participate in an employee standby plan. The purpose of the standby plan is to provide immediate response to storm conditions and snow fighting activities. A minimum of two (2) employees shall be assigned for a period of one week (7 days) to be available during all off-duty hours. Personnel shall be assigned on a rotating basis by the Director of Public Works or his designee subject to review by the job steward. Assignments will commence 3:30 p.m. on Monday and continue until 7:00 a.m. the following Monday. Personnel will be compensated at a flat fee rate of \$50.00 per week for each standby assignment. Personnel will also receive over-time for call out at rates specified in Article VIII. Mechanics will be included in the winter standby schedule from January 1st through February 28th at the same compensation.

C. Should Borough Hall be closed by order of the Borough Manager due to snow and/or icy conditions and, specified Borough Hall employees are required at Borough Hall, the Borough shall

provide transportation.

D. Should Borough Hall be closed by order of the Borough Manager due to snow and/or icy conditions, employees shall not be docked or time lost.

ARTICLE XVIII

MISCELLANEOUS

A. This Agreement or any amendments hereto shall become final and binding after a Municipal Council Resolution authorizing the Mayor to execute it and after ratification by the Union membership pursuant to the By-Laws of Local No. 97 and execution by the authorized representative of Local 97, I.B.T.

B. There shall be no employee parties on Borough time or property.

C. If an employee is subpoenaed by the Borough to appear in court during working hours as a witness in connection with Borough business, the Borough shall grant time off with pay to attend Court.

D. The Borough shall pay the difference between juror duty pay and employee's hourly pay.

E. It is agreed that the local shall appoint a Union Safety Committee representative and advise the Director of Public Works in writing of the appointment.

ARTICLE XIX

BULLETIN BOARDS

Bulletin Boards shall be made available by the Borough at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Department Head or designated representative may have removed from the Bulletin boards any material which does not conform with the intent and provision of this Article.

ARTICLE XX

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52: 14-15.9e, as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice, prior to the effective date of such change, and shall furnish to the Borough, either new authorization from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union, and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

ARTICLE XXI

AGENCY SHOP

A. Upon the request of the Union, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

C. The amount of said representation fee shall be certified to the employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

D. The Union agrees to indemnify and hold the employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

E. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

F. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34: 13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

G. This article is subject to all provisions of N.J.S.A.

ARTICLE XXII

NO STRIKE AND NO LOCKOUT PLEDGE

A. During the term of this Agreement, the Union agrees on behalf of itself, insofar as is legally possible, on behalf of each of its members that there will be no strike of any kind, and the Borough agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his 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, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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 by the Union or its members.

ARTICLE XXIII

NON DISCRIMINATION

A. There shall be no discrimination by the Borough or other Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

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

ARTICLE XXV

FULLY BARGAINED PROVISIONS


A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

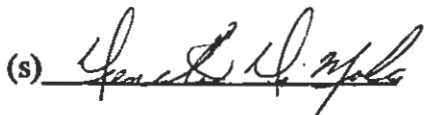
1. All salaries set forth herein shall take effect as of January, 1993, and should continue in effect until such time as a new Agreement is negotiated.
2. All other monetary benefits provided for by negotiated agreement and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ringwood, New Jersey on this day of September, 2001

TEAMSTERS LOCAL 97 OF N. J.


(s) 

President

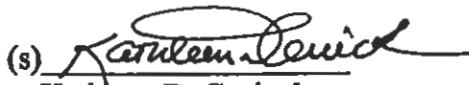
(s) 

Secretary-Treasurer

BOROUGH OF RINGWOOD

(s) 

Allan Van Eck
Mayor

(s) 

Kathleen D. Cenicola
Borough Manager

Dated:

Dated: