

A G R E E M E N T
BETWEEN
BOROUGH OF RIDGEFIELD
AND
RIDGEFIELD EMPLOYEES ASSOCIATION

January 1, 2003 through December 31, 2006

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Article I - PREAMBLE

This Agreement, made this _____ day of _____, 2003, by and between the **BOROUGH OF RIDGEFIELD**, in the county of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "BOROUGH"), and the **RIDGEFIELD EMPLOYEES' ASSOCIATION** (hereinafter referred to as the "Association").

Article II - RECOGNITION

The Borough recognizes the Association as the exclusive representative for the purpose of collective negotiations, on behalf of all Employees of the Borough as set forth in the Certification of Representative issued by the State of New Jersey, Public Employment Relations Commission, on May 6, 1991, Docket Number RO-91-147.

Article III - NO STRIKE OR LOCKOUT PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement, neither the Association 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.

Article IV - AGENCY SHOP

- A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment with the Borough, and any permanent Employee previously employed within the unit who does not join within ten (10) days of the re-entry into employment with the unit, shall, as a condition of employment, pay a representative fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85) percent of the regular Association membership dues, fees and assessments as certified to the Borough by the Association. The Association may revise its certification of the

amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Borough.

- B. The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Association under this Article.

Article V - NON-DISCRIMINATION

Neither the Borough nor the Association shall discriminate against any Employee because of race, creed, religion, color, age, sex, national origin or handicap.

Article VI - WORK WEEK AND OVERTIME

- A. The normal work week for all clerical and secretarial Employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday. Such employees shall be entitled to two (2) ten-minute coffee breaks during their work day, one in the morning and one in the afternoon.
- B. All Employees shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate after seven (7) hours on any regular workday or after thirty-five (35) hours during the week.

Employees who are required to work on holidays shall receive their regular holiday pay plus time and a half.

Employees who are required to work on Saturdays or Sundays shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate.

- C. Recall. All Employees shall be paid a two (2) hour minimum at the prescribed overtime rate of pay when called out at times other than their regularly-scheduled hours of duty. This shall not apply when such extra duty hours are contiguous to their normal work schedule.
- D. Compensatory time. In lieu of overtime, all Employees covered by this Agreement may, at his or her option, with the prior consent of the Employer, elect to receive compensatory time at the same rates as hereinabove set forth with respect to overtime pay.

Article VII - SALARIES

- A. Effective January 1, 2003, each Employee who has been employed for one (1) year at that time shall receive a salary increment of four percent (4%) above the base salary that such Employee was receiving as of December 31, 2002.
- B. Effective January 1, 2004, each Employee who has been employed for one (1) year at that time shall receive a salary increment of three and one half percent (3.5%) above the base salary that such Employee was receiving as of December 31, 2003.
- C. Effective January 1, 2005, each Employee who has been employed for one (1) year at that time shall receive a salary increment of three and one half percent (3.5%) above the base salary that such Employee was receiving as of December 31, 2004, and
- D. Effective January 1, 2006, each Employee who has been employed for one (1) year at that time shall receive a salary increment of three and one half percent (3.5%) above the base salary that such Employee was receiving as of December 31, 2005.
- E. Any Employee who has been employed for less than one (1) year as of January 1 in any of the above years shall receive his or her initial salary increment on the anniversary date of his or her employment and shall thereafter receive his or her next salary increment on the January 1 immediately following the said anniversary date of employment.

Article VIII - LONGEVITY

In addition to base salary and commencing as of January 1, 1992, 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 pay.

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

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

This shall be based upon the date the Employee was hired. Longevity will be discontinued for all new hires effective January 1, 2004.

Article IX - 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 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.
1. Sick leave credit earned by an Employee in the Borough shall accrue at the rate of ten (10) days per year of continuous employment or prorated as two and one-half (2-1/2) days per every three months
 2. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the Employee warrants such case.
 3. 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.
- B. 1. 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 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.
2. 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 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 day or less in which case only one certificate shall be necessary for a period of six (6) months.

3. 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 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.
- C. 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.
 - D. Abuse of sick leave shall be cause of disciplinary action.
 - E. Severance of employment prior to the use of all or any part of such sick leave, with the exception of retirement from a system, terminates all right for compensation hereunder.
 - F. Upon retirement, from a retirement system, Employees are entitled to be paid at the rate of one (1) day for every three (3) days of accumulated sick time.

Article X - VACATIONS

- A. As per Borough Ordinance No. 1240, an Employee shall be entitled to vacations 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. No vacation may be used by an Employee until that Employee shall be in the Borough service for one hundred eighty (180) days.
 2. Upon completion, on the anniversary date, of an Employee's first (1st) year of service, the Employee shall be entitled to ten (10) working days' vacation.
 3. Upon completion, on the anniversary date, of an Employee's fifth (5th) year of service, the Employee shall be entitled to fifteen (15) working days vacation.

4. Upon completion, on the anniversary date, of an Employee's tenth (10th) year of service, the Employee shall be entitled to twenty (20) working days' vacation.
 5. Upon completion of the fifteenth (15th) full year of employment and every year thereafter, the Employee shall be entitled to twenty-five (25) working days' vacation. Credited time will be based on the Employees Anniversary date.
 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.
- B. Arrangements for dates of vacation periods will be made by the Department Head 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 Department Head 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 terminates his or her employment of his or her own will, prior to completion of his or her anniversary date of his or her employment shall not receive any portion of that year or year's vacation benefit.
 - E. If an Employee is terminated by the Borough because of reduction of work force, said Employee shall 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 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.

Article XI - 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 without working on those days designated as holidays by the Mayor and Council, which designation shall be in total conformity with the holiday schedule for full time municipal employees. Holiday pay shall not be accumulated by any employee. In addition to the days designated as holidays by the Mayor and Council, each employee covered by this Agreement shall have a half day closing Christmas Eve as long as Christmas Eve falls during the work week.

Article XII - PERSONAL DAYS

Each full-time Employee covered by this Agreement shall receive two (2) personal days off each year for which he or she shall receive a full day's pay at seven (7) hours straight time without working. The Employee shall notify the Department Head within 48 hours time prior to using his or her personal days. Personal days may not be accumulated by any Employee. The Employee will obtain approval from the department head in order to insure the department is properly staffed.

Article XIII – FUNERAL LEAVE

Each Employee covered by this Agreement is entitled to three days paid leave for a death in the immediate family. Immediate family, for the purpose of this article, is defined as spouse, 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.

Article XIV- 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, group of Employees, or the Association.
- 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 mutual consent:

Step One:

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his decision.

Step Two:

If a grievance is not resolved at Step One, the moving party may, within five (5) working days of receipt of the answer, in Step One, submit the written grievance to the Borough Clerk, who shall give her answer within five (5) working days of the presentation of the grievance in Step Two.

Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough Clerk, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the Governing Body shall be made not later than twenty-one (21) working days after receipt of the appeal.

Step Four:

- (1) In the event the grievance has not been resolved at Step Three, the Association may, within seven (7) working 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 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.
 - (3) The costs of the services of the arbitrator shall be borne equally between the Borough and the Association. 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 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.

Article XV - DATA FOR FUTURE BARGAINING

- A. The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.
- 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 Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, and other data of a similar nature.

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

Article XVI- 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 Borough Clerk.
- B. Upon advance notice and at reasonable times, any Employee may review his or her personnel file. However, this appointment for review must be made through the Borough Clerk or her designated representative at times mutually convenient.
- C. Whenever a written complaint concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him or her and he or she shall be given the opportunity to rebut it if he or she so desires; and he or 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 XVII- POSTING OF POSITIONS

Upon the occurrence of any vacancy in an existing position covered by this Agreement or the creation of a new position, such position shall be posted and current Employees shall be given a reasonable opportunity to bid thereon before same is offered to a prospective new employee.

Article XVIII -WORK-INCURRED INJURY

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.

Article XIX - 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 XX - MEDICAL, DENTAL AND 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 Employees and spouses or children. 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 or children. Maximum eye care reimbursement not to exceed \$400.00 per year. Hearing devises are also covered with the understanding that coverage is for glasses or hearing devises.

Article XXI - MERIT INCREASE

In addition to the foregoing provisions of this contract, the Mayor and Council of the Borough of Ridgefield 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 judgement of the Mayor and Council, have earned such additional salary increases as a result of their productivity, performance and conduct.

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 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 for just cause.

Article XXIII - PRESERVATION OF RIGHTS

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any covered Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Article XXIV - 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 provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XXV - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2003, except as noted in individual Articles, and shall remain in effect until December 31, 2006. Negotiations for a successor agreement shall commence on or about October 1st prior to the expiration date of this Agreement. Upon agreement, all newly negotiated terms must be instituted within 60 days based on the date of budget approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the Borough of Ridgefield, Bergen County, New Jersey, on the _____ day of _____, 2003.

BOROUGH OF RIDGEFIELD

RIDGEFIELD EMPLOYEES' ASSOCIATION

By: _____

By: _____

By: _____