

3-0010

IX

ADDENDUM TO AGREEMENT BETWEEN THE BOROUGH OF RINGWOOD

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, LOCAL 1960

ARTICLE II-SENIORITY

Sec. I

- (d) Test to be advertised for all job classifications within a 120 day period. If a Temporary is serving on a full-time job, the Borough Clerk is to require Civil Service to schedule examination therefor.

ARTICLE III-HOURS OF WORK

Sec. I

- (a) The basic work week for all Road Department Employees shall consist of 40 hours, five (5) consecutive days, eight (8) hours per day each Monday to Friday inclusive. The work day shall start at 7 a.m. and end at 3:30 p.m. There shall be a half-hour ($\frac{1}{2}$ hour) lunch period.

Borough Hall employees work week shall consist of thirty-five (35) hours, five (5) consecutive days, seven (7) hours per day each Monday to Friday inclusive. The work day shall start at 9:00 a.m. and end at 5:00 p.m. There shall be a one (1) hour lunch period. The Custodian and Police Clerk shall continue as is now in practice. Any Employee in Road Dept. or Borough Hall required to work more than eight (8) hours or seven (7) hours in any one day shall be paid for such overtime at the rate of $1\frac{1}{2}$ times his or her hourly rate. Any Employee, Road Dept. or Borough Hall required to work more than 40 hours or 35 hours in any 5 day period shall be paid for such overtime at the rate of $1\frac{1}{2}$ times his or her hourly rate. If sickness occurs on work day employee will be paid overtime pay if called on Saturday, or Sunday or Holiday, only while he or she has sick days to his or her credit.

Employees must work the day before and the day after a Holiday in order to be paid for the Holiday. Time clock to be installed for Borough Hall Employees with the requirements to clock in and out for lunch. Employees must take their lunch period: no one may work through lunch period and go home early.

ARTICLE III-HOURS OF WORK

Add to (b)

When employee is called in for emergency condition on a Sunday he shall receive (2) times his hourly rate for the 4 hours minimum. When called in for emergency condition on holiday, he shall receive 2½ times hourly rate for 4 hours minimum.

Add to (c)

During an emergency, all Road Department Employees shall be called before any relief drivers are called. Any Road Department Employee capable of driving shall be used as such, before relief drivers are called.

ARTICLE III-HOURS OF WORK

Change Sec. II to read:

Time and one-half shall be paid any employee for any hours other than those of his or her regular work week, (8 hour day, 40 hour week). Borough Hall employees to be paid one and one-half times hourly rate for any hours other than those of his or her regular work week (7 hour day, 35 hour week); however, no overtime to be worked unless authorized by the governing body.

ARTICLE IV - GRIEVANCE PROCEDURE

All grievances must be received within twenty (20) days; otherwise, grievance will be considered closed.

Employees must make a choice as to who will represent them, Civil Service or Union. If an employee chooses arbitration, he or she must waive his or her right of appeal to Civil Service in writing.

Section I

Step 1 (a) An employee with a complaint, and/or his steward should within five days first discuss the matter with his foreman. In this discussion the persons involved shall make an earnest effort to resolve the matter. The foreman shall make whatever additional investigation is necessary and shall give his answer as soon as practicable, but within one working day. It is agreed that most complaints should be settled at this step.

Step 2 (a) If the decision at Step 1 is not satisfactory to the employee, he shall appeal, in writing to the employer in charge within ten (10) working days after receiving the decision of Step (1). Upon receipt of such an appeal, the employer in charge will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and/or his representative shall be afforded the right to meet and discuss the grievance with the employer in charge. The decision of the employer will be made, but not later than ten working days (10) after receipt of appeal from Step 1.

Step 3 (a) If decision of Step 2 is not satisfactory to employee he shall appeal in writing with representative to Mayor and Council within five days requesting a special meeting of the Mayor and Council where said grievance will be read. An earnest effort to resolve grievance by this step shall be made. If no decision is reached however, then at the following council meeting said grievance shall be resolved.

Step 4 (a) An employee's grievance will be considered settled upon his written request, or when the complainant ceases to be a regular employee of the borough by resignation, or when time limit to appeal to the next step expires. If the employer fails to answer within the prescribed time limit, the grievance will automatically go to next step.

ARTICLE V-LEAVE, VACATION & HOLIDAYS

Add to Holidays:

On a Two Year Contract:

First Year: Day after Thanksgiving; 3 personal days, exclusive of funeral days, to be taken as needed out of 15 days sick time at the discretion of management.
1/2 day Christmas Eve.
1/2 day New Year's Eve.

Section II-Vacations

1 10 years	12 days
11th year	16 days
12th year	17 days
13th year	18 days
14th year	19 days
15th year	20 days

If absenteeism improves 30% in 1971 (first year), management agrees to re-open negotiations after 1-1-72 to extend vacation further for 1972.

ARTICLE VI-JOB CONDITIONS

Section II- add (b)

The employer without cost to employee shall provide uniforms for all Road Department Employees, in addition to gloves and safety equipment, provided now. Individual lockers shall also be provided.

Uniforms; 2 shirts and pants a week; no jackets.

Said employees must sign statement to pay for any "loss" and to authorize the Borough of Ringwood to deduct such "loss" from their pay.

Shop Steward to be called first on any overtime and he calls the men in rotation of seniority to insure equal distribution of overtime.

Safety Man: Dale McQuarrie

ARTICLE VII-REMUNERATION

Section I

On a Two-Year Contract:

For year 1971, all Borough Employees' salaries shall be increased by 25¢ per hour plus 5¢ every three months for those who have not reached their maximum rate of pay.

Second year increase shall be 8¢ per hour plus cost of living increase not to exceed 7% plus 5¢ every three months for those who have not reached their maximum rate of pay.

(11 month period 1/1/71 cut-off date on 11/30/71. Said cost of living increase to be based on the Consumer Price Index promulgated by the U. S. Department of Labor, N. Y. Metropolitan Area, as shall be reflected in November 30, 1971.)

Plus Longevity. Longevity to be paid in a lump sum once a year with first payroll in December:

1 to 5 years	---
6th year	\$ 60.00 a year
11th year	120.00 a year
16th year	180.00 a year
21st year	240.00 a year
26th year	300.00 a year

Review lower portion existing salary ranges "upwards"; to see if any inequities exist (Buchanan, Welder; Redner, Assistant Foreman; K. Tansley).

ARTICLE VII REMUNERATION

Section II - Hospitalization

Prudential Hospitalization coverage to include eye examinations and glasses for entire family, provided such benefits shall be limited to the benefits contained in proposal furnished during the course of negotiations between the parties. A detailed copy of said proposal shall be furnished to the Union within 30 days after the signing of the within agreement.

Since adequate grievance procedures are provided, Union agrees it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignation or mass absenteeism or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the department.

Management rights clause:

The department shall have control of its operations and not be interfered with by the Union. The employer shall exclusively determine all matters concerning locations of fire stations, plant structures, manpower requirements, training, and all other matters necessary to the operation of the department except such rights as are restricted by this agreement.

Dictate what their functions shall be - provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing or applicable provisions of State or local law.

This agreement is the entire agreement of parties - it terminates all prior agreements and practices.

Union waives the right to bargain with respect to any subject or matter referred to or covered in agreement or to any subject matter not specifically covered in the agreement.

The Union and Municipality have had ample opportunity to bargain on sufficient matters pertaining to conditions of employment and this agreement.

ARTICLE IX - VALIDITY

Should any portion of this agreement for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this agreement.

ARTICLE X - TERMINATION

The term of this agreement shall be for a period of two years commencing January 1, 1971 and terminating December 31, 1972.

Negotiations for the extension of the within agreement shall be commenced at least 45 days prior to the expiration of the within agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 15 DAY of March Nineteen Hundred and Seventy-One

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

THE BOROUGH OF RINGWOOD

J. Regan Collins
President
1960 - 1960

Dale T. Peters
Dale T. Peters, Mayor

Louis Thross
Secretary

Violet E. Bogert
Violet E. Bogert, Borough Clerk

Kay Tansley
Kay Tansley

Frank E. Fahy
Councilman Frank Fahy

Dale McQuarrie
Dale McQuarrie

Peter Cannici
Councilman Peter Cannici