

**A G R E E M E N T**  
**BETWEEN**  
**THE BOROUGH OF WOOD-RIDGE**  
**AND**  
**NJELU NO. 1 WOOD-RIDGE DPW UNIT**

---

**JANUARY 1, 1996 through DECEMBER 31, 1998**

---

**LAW OFFICES:**

**LOCCKE & CORREIA P.A.**  
**24 Salem Street**  
**Hackensack, NJ 07601**  
**(201) 488-0880**

I N D E X

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION AND DEFINITIONS	2
II	TERM	3
III	COLLECTIVE NEGOTIATING PROCEDURE	4
IV	MANAGEMENT RIGHTS	5
V	DISCRIMINATION AND COERCION	6
VI	SALARIES AND WAGES	7
VII	LONGEVITY	9
VIII	HEALTH BENEFITS	10
IX	PERSONAL LEAVE	12
X	WORK SCHEDULE - OVERTIME	13
XI	PAY DURING ABSENCE	16
XII	VACATION	27
XIII	HOLIDAYS	31
XIV	GRIEVANCE PROCEDURE	32
XV	RELEASED TIME	34
XVI	SENIORITY RIGHTS	35
XVII	DUES CHECK OFF	36
XVIII	OUT OF TITLE WORK	37
XIX	UNION MEETINGS	38
XX	CLOTHING ALLOWANCE	39
XXI	LIFE INSURANCE	40
XXII	SAFETY	41
XXIII	LICENSES	42
XXIV	TERMINAL BENEFITS	43
XXV	NEW HIRES	45
XXVI	CONTINUATION OF CONTRACT PROVISIONS	46
	SCHEDULE A	47
	SCHEDULE B	48

PREAMBLE

*THIS AGREEMENT* made this      day of                      , 1996, between the *BOROUGH OF WOOD-RIDGE* (hereinafter referred to as the "Borough") and *NJELU LOCAL NO. 1/WOOD-RIDGE DPW UNIT* (hereinafter referred to as the "Union").

*WHEREAS*, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and all other conditions of employment for blue collar employees:

*NOW THEREFORE*, the parties agree as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

The Borough hereby recognizes the Union as the exclusive representative of the employees in the negotiating Unit of all "blue collar" employees employed by the Borough. Attached hereto as Schedule "A" is a list of all titles covered by this Agreement.

ARTICLE II - TERM

*This Agreement shall be in force from January 1, 1996,  
through December 31, 1998.*

ARTICLE III - COLLECTIVE NEGOTIATING PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than three (3) representatives of each party, plus counsel and two (2) experts, shall participate in collective negotiating meetings, except by consent of both parties.
  
2. Collective negotiations for the contract period beginning January 1, 1999, shall commence on or about September 1, 1998.
  
3. Union representatives (not exceeding the number shown in Section 1 above) on duty during the periods agreed upon for negotiations shall be permitted to attend scheduled negotiation sessions without loss of pay. No other payment will be made to Union representatives for the negotiating sessions.

**ARTICLE IV - MANAGEMENT RIGHTS**

Nothing in this Contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Borough government. Except as otherwise provided herein, the Borough retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force observing demotion rights established by Civil Service procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Borough by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE V - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.



**ARTICLE VI - SALARIES AND WAGES**

1. *Effective January 1, 1996, each employee covered by this Agreement shall receive a pay increase in an amount equal to 4% of his or her base annual salary as of December 31, 1995. In addition, salaries and wages shall be paid as set forth in Schedule B attached hereto, and in accordance with the salary step system contained therein.*
  
2. *Effective January 1, 1997, each employee covered by this Agreement shall receive a pay increase in an amount equal to 4% of his or her base annual salary as of December 31, 1996. In addition, salaries and wages shall be paid as set forth in Schedule B attached hereto, and in accordance with the salary step system contained therein.*
  
3. *Effective January 1, 1998, each employee covered by this Agreement shall receive a pay increase in an amount equal to 3% of his or her base annual salary as of December 31, 1997. In addition, salaries and wages shall be paid as set forth in Schedules B attached hereto, and in accordance with the salary step system contained therein.*
  
4. *As to those employees employed with the Borough prior to January 1, 1994, they shall remain on the salary step of their title as set forth in the appropriate Schedule annexed to this Agreement until such time that they reach their top step. In addition to any other salary increases which may be negotiated, each such employee shall, on the anniversary date of his or her hiring, move into the next step for such employee's job title as indicated in the appropriate Schedule annexed hereto until such employee shall be receiving the maximum pay*

for an employee in that title. For all employees hired after January 1, 1994 and covered by this Agreement they shall refer to Article XXV of this Agreement.

ARTICLE VII - LONGEVITY

1. In computing the number of years worked by an employee for longevity purposes, the date of hire of the employee shall be deemed to be January 1st of the year of hire.
  
2. Employees shall receive as longevity payments, on an annual basis, the percentage of base compensation as set forth below:  
  

Five through nine years of service	2.0%
Ten through fifteen years of service	2.5%
Sixteen through nineteen years of service	3.0%
Twenty years of service and over	3.5%
  
3. Longevity payments shall be added to the employee's salary.
  
4. At the time of retirement, the employee shall be paid all longevity payments payable to the year of his or her retirement.

ARTICLE VIII - HEALTH BENEFITS

1. The Borough will continue to provide a substantially similar health benefit insurance program in effect as of January 1, 1993 and pay for this existing medical plan and eye care plan, which will include Self Insurance Medical Program, and the newly offered Dental Plan.
  
2. Upon retirement, providing that the Employee has been employed for a period of twenty-five (25) years, or upon a disability retirement, the Borough shall provide and pay 100% of the cost of the plan set forth in Article VIII, Sections (1) and (3).
  - (a) If the retiree obtains full-time employment, and his employer offers the same or better coverage, the retiree may, in his/her discretion, continue their coverage under the Borough policy or cancel the Borough's coverage and accept the coverage the new employer has to offer.
  
  - (b) In any event, if any employee becomes eligible for Social Security Administration medical or hospital benefits, by themselves or through his/her spouse, then in that event, the Borough shall have the option of paying the requisite premiums pursuant to its existing medical plans provided herein or the benefits provided pursuant to the Social Security Administration, in which the employee must then enroll, provided the same or better coverage is offered. In the event benefits

are provided pursuant to the Social Security Administration, then the Borough's obligation to continue providing the existing municipal medical benefits hereunder shall terminate.

(c) An employee's surviving spouse may continue with the group policy maintained by the Borough after the cessation of any COBRA benefits, provided that the spouse pays One Hundred (100%) percent of the group rate premium. This coverage may be maintained by the surviving spouse to age sixty-five (65) or until the surviving spouse remarries.

3. Effective January 1, 1996 the co-payment prescription plan for employees and their dependents shall be three (\$3) dollars for generic and five (\$5) dollars brand-name drugs.
4. All increases in premiums during the term of this Agreement shall be borne entirely by the employer.

**ARTICLE IX - PERSONAL LEAVE**

Each employee in the DPW Unit shall be entitled to take three (3) personal days in each year of this Agreement. Personal leave days may not be accrued. Department Heads must be notified in advance and, except in case of emergency, prior approval of the Department Head must be obtained.

ARTICLE X - WORK SCHEDULE and OVERTIME

1. Hours of Work:

- (a) The normal hours of work for employees covered under this agreement are 7:30 a.m to 4:00 p.m. except as provided in (b) below.
  
- (b) On a rotating basis, to be determined by the employees, one employee capable of operating Street Sweeper equipment shall report to work at 4:00 a.m to 12:30 p.m. to perform street sweeping duties. The Borough maintains the right, with reasonable notice, to modify these hours for emergency purposes (ie. snow removal). Employees who work this early shift shall receive a seventy-five (\$.75) cent per hour pay differential.

2. Overtime:

Employees who work overtime shall be paid as follows:

- (a) For hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, payment shall be at time and one-half.
  
- (b) For hours worked in excess of sixteen (16) in a twenty-four (24) hour period, payment shall be at double time.
  
- (c) For hours worked on Sunday, payment shall be at time and one-half unless the employee's regular work schedule calls for him/her to work on Sunday.

(d) For hours worked on a holiday, payment shall be at double (2x) time.

3. When emergency call-in is necessary, the Borough shall be required to call-in two employees, except as set forth below. Each employee who is called back to duty after the end of their regular tour shall be entitled to the following:

(a) A minimum payment of two and one-half (2.5) hours or the actual amount of time worked, whichever is greater. If and when the Superintendent has exhausted the call-in procedure for overtime and either only one (1) or no employee accepts or is available for overtime; then, the Borough may call-in one (1) employee and that employee would be called-in at a minimum of three (3) hours or the actual amount of time worked, whichever is greater.

(b) Except that when a call-in requires a mechanic, the Borough shall be required to only call in one (1) employee who will be entitled to a minimum payment of three (3) hours or the actual amount of time worked, whichever is greater.

4. When an employee receives sick pay, vacation pay, or other paid leave during the standard work week, those hours shall be included in the computation of overtime for that period to determine whether the employee is entitled to premium pay for those hours.



5. Overtime List:

Overtime shall be assigned by the Department Head on a rotating basis according to the appropriate job title for the work to be performed. An initial list shall be posted by the Department Head with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If the employee does not choose to work overtime, his name shall be placed at the bottom of the overtime list. If an employee does not choose to be considered for any overtime, he shall so indicate to the Department Head in writing and thereafter overtime work shall not be offered to him or her. In the event that thereafter the employee shall desire to have his or her name again placed on the overtime list, he or she shall notify his or her Department Head and his or her name shall thereafter be restored to the bottom of the said list.

ARTICLE XI - PAY DURING ABSENCE

1. Jury Duty

A leave of absence shall be granted to an employee called for jury duty. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on the jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Borough.

2. Sick Leave

(a) If an employee is unable to report to work due to illness or disability, the employee shall receive full pay for the days that the employee was unable to work subject to the provisions of this Article.

(b) In any sick leave of four (4) days or more, a doctor's certificate must be submitted if requested by the Department Head. The Department Head retains the right in sick leave cases under four (4) days to conduct an inquiry into the sick leave request or to require examination by a Borough physician if the Department Head has any questions as to the employee's condition.

(c) Sick leave must be earned before it can be used. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to

the employee's credit from year to year during employment, except as provided in Section(s) (g) and (h) below.

(d) Sick leave is earned and accumulated in the following manner:

(1) One (1) working day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days ( $1\frac{1}{2}$  per month) for each calendar year thereafter. If a new employee begins work after the fourth (4th) day of the month, sick leave is not earned for that month.

(2) The Borough Clerk or his designee shall keep a record of each employee's accumulated sick leave and shall make available to each employee his or her record for inspection.

(e) Part-time employees are eligible for sick leave. The amount earned is proportional to the allowance of a full-time employee and is determined by the number of standard hours worked in each pay period.

(f) Sick leave shall be granted for the following reasons:

- (1) Personal illness or accidental disability by reason of which the employee is unable to perform the usual duties of the position.
- (2) Serious illness of a member of the employee's immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care. The circumstances of the illness should be of an emergency nature where the employee is required to be in direct attendance for a period not exceed three (3) working days.

(g) Accrued Sick Days

- (1) In the event that employee expires prior to using all sick days they accrued during their employment, the Borough shall pay said accrued sick time the employee's estate or surviving spouse, except as limited by the provisions set forth under Article XXIV.
- (2) In the event that employee is laid-off or resigns, the Borough shall pay that employee, the employee's estate or surviving spouse all accrued sick time earned during their employment, except as limited

by the provisions set forth under Article XXIV.

(3) In the event that employee is terminated for cause, that employee, employee's estate or surviving spouse will not be entitled to receive any accrued sick time earned during their employment.

(h) Accrued Sick Time Buyback

The Borough shall buyback from any employee, who has accrued sick time during their employment shall be entitled to exchange, up to five (5) sick days per annum provided the total number of accrued sick days retained by the employee are twice (2x) as much as the amount exchanged. The Borough, in its sole discretion, shall provide the date(s) or period of time in which the employee must notify the Borough of their intention and the number of sick days they wish to exchange.

3. Injury Leave

(a) Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Worker's Compensation statutes or any policy of

Worker's Compensation insurance applicable to the said employee.

- (b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Worker's Compensation insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the employee. If an employee, absent from work due to an accident, illness or injury covered by Worker's Compensation insurance, wilfully fails to fulfill all of the conditions necessary to receive compensation benefits, the employee shall not be entitled to payment of any injury leave benefits from the Borough until such conditions have been fulfilled.
- (c) After all injury leave is used, the employee may be granted additional injury leave only upon approval of the Borough. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.
- (d) Use of Injury Leave - Employees absent from duty due to an accident, illness or injury compensable under Worker's Compensation statutes or any policy of Worker's Compensation insurance applicable to the said

employees and who have completed three (3) months' service with the Borough will be compensated by the Borough on a bi-weekly basis at the regular base pay for a period not in excess of ninety (90) working days for each new and separate injury. Payments shall be made in either of the following ways:

- (1) A check issued by the Borough in the full sum of the employees' base salary. Upon receipt of compensation checks for temporary disability during the said ninety (90) day period, the employees shall endorse those checks over to the Borough. Subject to it being permitted to do so by the applicable Federal and State Law or regulation, the Borough shall record that portion of the salary checks equal to the amount of compensation checks covering partial disability as not being income to the employees for income tax purposes and the W-2 or similar forms sent to the employees at the conclusion of each year shall not show such payments as income, less appropriate deductions.
- (2) A check issued by the Borough in an amount equal to the difference between the employees' base salary and the amount of partial disability Worker's Compensation insurance payments received by the employee during the said ninety (90) day period, less appropriate deductions.

If eligibility for such payments is contested by the Borough, eligibility will be based on the determination of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Workers Compensation Act.

(e) Contested Injuries:

Charges may be made against sick leave accrual, if any, in any case where the Borough is contesting the employee's eligibility for injury leave. In the event that the Worker's Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

(f) Medical Proofs

In order to limit the obligation of the Borough for each new separate injury, the Borough may require the employee to furnish medical proof or submit to medical examination by the Borough at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Borough service.

(g) When an employee has suffered an injury while on duty and is absent for five (5) days or more, it will be necessary for the employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the



length of time before the employee can return to duty.

(1) Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of the employee's anticipated return to duty.

(2) In the absence of such certification, the employee shall be removed from injury leave.

4. Funeral Leave

(a) Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of the employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren.

(b) Employees shall be entitled to one (1) working day leave with pay to attend or make arrangements for the funeral of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law or other relative residing in the employee's household.

5. Leave of Absence

(a) Leave Without Pay - A full-time employee, for reasons satisfactory to the Borough, may be granted a personal leave of absence without

pay or services credit for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional six (6) months, provided it is considered to be in the best interest of the Borough.

(1) A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

(2) Personal leaves of absence are granted with the understanding that the employee intends to return to Borough duty. If an employee fails to return within five (5) working days after the expiration of the leave or excused absence the employee may be considered to have resigned and not in good standing.

(b) **Military Duty Leave:**

If the employee has full-time employee status, a leave of absence without pay, if the employee is required to serve actively in any component of the Armed Forces of the United States of America. Military Duty Leave may extend to three (3) months after the employee's release from required military service. Sufficient proof of active military duty must be presented to the Department Head

prior to requesting such leave.

(c) *Military Training Leave:*

- (1) A full-time or part-time employee who is a member of any component of the Armed Forces of the United States of America, and who is required to undergo Military Field Training for a period of up to two (2) weeks, upon request, shall be granted leave of absence with pay to take part in such training. The employee must provide a certified copy of orders for military training to the Department Head prior to requesting leave for such training. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Borough had such training not been ordered. Except for employees in Section (3) below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.
  
- (2) A full-time or part-time employee who has been continuously employed

by the Borough for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section (1) above.

- (3) A full-time or part-time employee who has not been continuously employed by the Borough for at least one (1) full year at the time military training is to commence may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

**ARTICLE XII - VACATION**

1. Vacation leave is earned and accumulated in the following manner:

(a) One (1) day per month for the first sixty (60) months;

(b) From the beginning of the sixth (6th) year through and including the tenth (10th) year, employees shall earn vacation at the rate of one and one quarter ( $1\frac{1}{4}$ ) days per month (15 days per year);

(c) From the beginning of the eleventh (11th) year through and including the fifteenth (15th) year, employees shall earn vacation at the rate of one and two thirds ( $1\frac{2}{3}$ ) days per month (20 days per year);

(d) From the beginning of the sixteenth (16th) year and thereafter, employees shall earn vacation at the rate of two point one (2.1) days per month (25 days per year).

2. Part-time employees shall be eligible for vacation leave. The amount earned shall be proportional to the allowance of a full-time employee and shall be determined by the number of standard hours worked in each pay period and the employee's years of continuous service.

3. Requirements

(a) When employees complete their first six (6)

months of employment, they shall be permitted to take the balance of their vacation leave for that calendar year. Beginning January 1 of each successive year of employment, employees shall be permitted to use, in advance of earning, the full amount of vacation leave for that year. Any vacation time borrowed under this policy must be earned back by the last period of that calendar year; if this is not done, any negative vacation will either be charged to available compensatory time off time or deducted from the employee's pay.

- (b) In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustments will be made on the employee's final paycheck.
- (c) Subject to approval of the Borough Council, earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. Except upon termination of employment, the employee will not be allowed to receive pay in place of taking his earned vacation leave.
- (d) If an employee resigns with proper notice, or plans to retire, the employee shall be paid for earned and unused vacation leave as of the effective date of termination. In no case may an employee be paid for more than two (2)

years of unused vacation leave.

- (e) If an employee should die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his or her spouse or estate.
- (f) The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation period.
- (g) Employees on leaves of absence without pay for more than two (2) weeks in any month do not earn vacation leave for that month.
- (h) Employees on approved paid vacation leave or sick leave will continue to accrue vacation leave according to length of service and regular work schedule.
- (i) If a holiday, observed by the Borough, occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off shall be granted.
- (j) Every effort is made to arrange vacation schedules to meet the individuals desires of all departmental employees. When there is conflict in the dates of proposed vacation

schedules, preference ;is given to the employees with seniority. Vacation leave shall be permitted in any month of the calendar for at least one (1) employee at a time, provided the employee has received prior approval of the Superintendent of Public Works, which approval shall not be unreasonably withheld.

- (k) Employees shall receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one (1) week vacation is to be taken and the employee has notified his or her Department Head at least thirty (30) days prior to the commencement of the vacation.



ARTICLE XIII - HOLIDAYS

1. The Borough agrees to furnish the following holidays with pay to all employees covered by this Agreement:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Armistice/Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

2. General

- (a) If a holiday falls during an employee's vacation, an additional day of vacation shall be granted. If a holiday falls on a Sunday, it will be observed on the following Monday; if a holiday falls on a Saturday, it will be observed on the preceding Friday.
- (b) Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: Sick Leave, Jury Duty Leave, Compensatory Time Off, Vacation Leave, Funeral Leave.
- (c) Holidays falling during an unpaid leave of absence will not be credited.

ARTICLE XIV - GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Union as quickly as possible, so as to insure efficiency and promote employees' morale.
2. A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union, or by the Borough of any provision of this Agreement.
3. No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.
4. The procedures shall be as follows:
  - (a) The matter shall be discussed orally with the employee's immediate supervisor within five (5) days of the occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.
  - (b) Within five (5) days, exclusive of Saturday and Sunday, from receiving a final answer from the employee's immediate supervisor, the employee, if dissatisfied, shall present the grievance in writing to the Superintendent of the Department of Public Works, who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within eight (8) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.
  - (c) Within eight (8) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Superintendent, the employee or the Union, if dissatisfied, may in writing request a hearing before the Borough Council forwarding all copies of previous correspondence on the matter. The Borough Council shall fix a date for the hearing on

the grievance and may conduct the hearing or assign it to a Hearing Officer within fifteen (15) days of receipt of the Grievance. The Borough Council shall issue a written decision to the employee and the Union on the matter within ten (10) days after the final date of the hearing.

- (d) If the decision of the Borough Council is not satisfactory to the employee or the Union, the employee or the Union shall have the right to submit the grievance to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Union must deliver written notice of its decision to appeal to the Public Employment Relations Commission within ten (10) days of the receipt by the employee and the Union of the Borough Council's decision. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the Agreement and the referenced policies. The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator and his expense shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE XV - RELEASED TIME

In order to provide for the orderly handling of grievance matters, the Shop Steward shall be released from his or her Borough duties for reasonable periods of time for the purpose of handling grievance matters.

ARTICLE XVI - SENIORITY RIGHTS

1. Full-time employees shall be entitled to recognition for seniority with respect to changes in job assignment, hours or working conditions within that title only.
2. Seniority shall be based on years of employment with the Borough.
3. In the event that layoffs in the Borough become necessary, those layoffs shall be accomplished in reverse order of seniority.

ARTICLE XVII - DUES CHECK OFF

1. The Borough agrees to deduct dues from the salaries of its employees whom are subject to this Agreement on the behalf of the Union, upon submission by the Union of notification by the employee authorizing said deduction. The Borough Treasurer shall forward these to the Union at the end of each three (3) month period. The Employee shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended.
  
2. The Borough agrees to deduct dues, on behalf of the Union from the salaries of all other employees whom are subject to this Agreement but are not members of the Union, pursuant to N.J.S.A. 34:13A-5.5 et. seq. Said dues shall forwarded to the Union at the end of each quarter.

**ARTICLE XVIII - OUT OF TITLE WORK**

*In the event an employee is permanently assigned by the Department Head to perform duties generally performed by an employee in a higher title, the Borough shall pay to the employee a salary equal to the salary of the higher title for those hours worked by the employee at the duties of the said higher title. If no salary has been set for said higher title, the Borough and the Union shall negotiate the amount to be paid to the said employee.*

**ARTICLE XIX - UNION MEETINGS**

*The Union shall be permitted to hold membership meetings at the Borough's facilities once each month so long as these meetings are not conducted on Borough time and that the date and time be mutually agreed upon between the Union and the Borough Council.*



ARTICLE XX - CLOTHING ALLOWANCE

1. The Borough will provide a "voucher system" reimbursement for uniforms to be worn on duty by personnel in all job classifications and the employee must purchase all outer clothing from the a supply store designated by the Borough. The amount of the allowance is set forth below:

1996 - \$750  
1997 - \$750  
1998 - \$750

For an employee to obtain reimbursement, the employee must turn into the Borough a voucher showing the item and dollar amount of the purchase.

2. The employee will be able to purchase other work related clothing under the same process. If the employee exhausts his/her clothing allowance and the employee does not meet the dress code, if any, implemented by the Borough then, the employee will be responsible for any cost associated with meeting this dress code.
3. Should the employee fail to exhaust the total amount of his/her allowance then, said allowance will revert back to the Borough.
4. The Borough will, upon receiving the voucher, reimburse the employee within the time frame of their next scheduled paycheck.

ARTICLE XXI - LIFE INSURANCE

The Borough shall provide and pay the premium for a life insurance policy covering the life of each employee in the amount of Ten Thousand (\$10,000) Dollars.

ARTICLE XXII - SAFETY

1. The Borough shall provide to those employees whose duties include entering sewerage or other drainage systems, safety harnesses, oxygen breathing apparatus, safety glasses, and detection equipment to be utilized in determining the presence of any toxic or hazardous substance in such sewerage or drainage systems without the above equipment.
2. In order to safeguard the health, well being and safety of Borough employees, a safety committee shall be appointed consisting of representatives from the Borough and the employees covered by this Agreement, which committee shall meet periodically and report to the Mayor and Council and to the employees on proposals for improving unsafe or hazardous working conditions. The committee shall solicit from the employees, suggestions as to ways and means of improving working conditions from a safety standpoint.
3. Employees must wear appropriate equipment and/or clothing when performing their duties, e.g., hard hats, goggles, steel tipped shoes, gloves, breath apparatus, masks, etc. as required with the specific duty involved. All employees shall enter and exit vehicles in an appropriate manner.
4. Employees using prescriptive medication shall notify their supervisor so that, if necessary, said employees shall be given more suitable assignments.

ARTICLE XXIII - LICENSES

1. Sewer Plant Licenses

Each employee currently employed in the sewer plant who holds any of the following licenses and who meets the State standard of two (2) years minimum full time work experience shall be paid the following lump sums for all the following licenses annually:

- |    |            |            |
|----|------------|------------|
| 1. | \$ 500.00  | S1 License |
| 2. | \$1,000.00 | S2 License |
| 3. | \$1,500.00 | S3 License |
| 4. | \$2,000.00 | S4 License |

(a) This article will have no further applicability following the dismantling of the Wood-Ridge Sewer Plant and the Borough's hookup to the Bergen County Utilities Authority System which is currently expected to occur on or about March 1, 1991. The Borough will pay employees holding the stated licenses proportionately for those months in 1991 that the Sewer Plant remains in operation.

2. Commercial Driver's License

The Borough shall reimburse any employee required to hold a commercial drivers license ("CDL"), who has completed all the required courses, met all State standards, and has been issued a license for costs of acquiring said licensure.

ARTICLE XXIV - TERMINAL BENEFITS

1. Upon leaving the employ of the Borough, except for just cause termination, the Borough shall pay the employee for all earned but unused sick leave accumulated to the date of departure and calculated at the last rate of earnings per eight (8) hour day up to a capitation amount of Twenty Thousand (\$20,000.00) Dollars as set forth in the following schedule:

<u>Accumulated Sick Days</u>	<u>Percent of Payment</u>
1 - 15	100%
16 - 30	95%
31 - 45	90%
46 - 60	85%
61 - 75	80%
76 - 90	75%
91 - 105	70%
106 - 120	65%
121 - 135	60%
136 - 150	55%
151 -	50%

Per the above schedule, a departing employee shall be permitted to take the lump sum benefit for accumulated sick time in up to three (3) installments, at the employee's sole option. Said installments may be taken by the employee, on the first pay of each quarter; however, not over a period in excess of eighteen (18) months from separation from service. Any accumulated sick time earned by the Employee shall be paid to the surviving spouse or estate upon the death of the employee per the above schedule.

- B. As provided under Article XI, Section 2(h), the Borough shall buyback from any employee, who has accrued sick time during their employment shall be entitled to exchange, up to five (5) sick days per annum provided the total number of accrued sick days retained by the employee are twice (2x) as much as the amount exchanged.

The Borough, in its sole discretion, shall provide the date(s) or period of time in which the employee must notify the Borough of their intention and the number of sick days they wish to exchange.

ARTICLE XXV - NEW HIRES

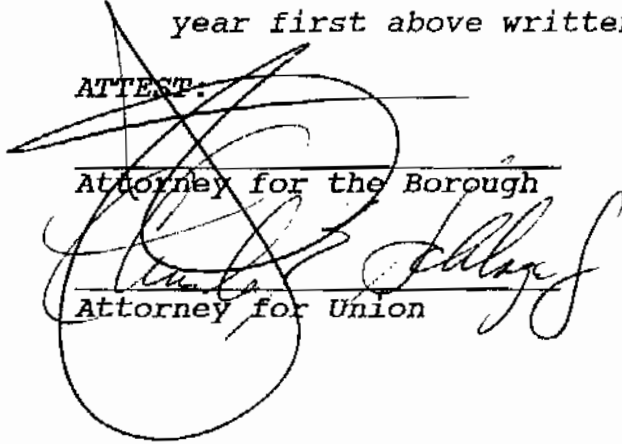
1. *Effective upon the execution of this Agreement and no later than its expiration on December 31, 1995, all new persons hired will receive Health Benefits as set forth under Article VIII for the employee only. No family coverage will be provide by the Borough.*
  
2. *Effective upon the execution of this Agreement and no later than December 31, 1995, all new persons hired will no longer be entitled to Step Level compensation increases as set forth in Schedule B of this Agreement. The new employee will be entitled to any general increases in the salary guide.*
  
3. *Any new hire shall be hired at the "Laborer" position only and shall be entitled to any general increases in the salary guide.*

ARTICLE XXVI - CONTINUATION OF CONTRACT PROVISIONS

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

ATTEST:

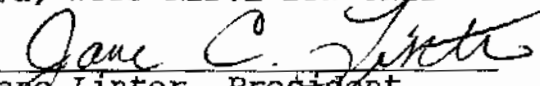
  
\_\_\_\_\_  
Attorney for the Borough

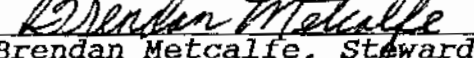
  
\_\_\_\_\_  
Attorney for Union

BOROUGH OF WOOD-RIDGE

  
\_\_\_\_\_  
Mayor

NEW JERSEY EMPLOYEES LABOR UNION,  
LOCAL #1, WOOD-RIDGE DPW UNIT

By:   
\_\_\_\_\_  
Jane Linter, President

By:   
\_\_\_\_\_  
Brendan Metcalfe, Steward



SCHEDULE A

Senior Public Works Repairers

Senior Mechanic

Sewer Plant Attendant

Public Works Repairer

Mechanic

Maintenance Repairer

Building Maintenance Person

Senior Sewer Plant Operator

Laborer

All other employees who may subsequently be employed by the Borough in titles not covered by this Schedule, but which are generally accepted as "blue collar" titles, but excluding all titles above Senior Public Works Repairer.

SCHEDULE B

SALARY STEPS D.P.W. EMPLOYEES

		<u>MINIMUM</u>	<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>
Sewer Plant Attendant	1996	\$28,529	\$30,907	\$33,285	\$35,660
	1997	\$29,670	\$32,143	\$34,617	\$37,086
	1998	\$30,561	\$33,107	\$35,655	\$38,198
Building Maintenance Person	1996	\$24,925	\$27,069	\$29,210	\$31,353
	1997	\$25,922	\$28,152	\$30,379	\$32,607
	1998	\$26,699	\$28,996	\$31,290	\$33,585
Public Works Repairer	1996	\$30,907	\$34,473	\$38,038	\$41,606
	1997	\$32,143	\$35,852	\$39,560	\$43,270
	1998	\$33,107	\$36,927	\$40,746	\$44,569
Senior Public Works Repairer*	1996	\$42,200	\$43,152		
	1997	\$43,888	\$44,878		
	1998	\$45,205	\$46,224		
Senior Sewer Plant Operator	1996	\$48,144	\$52,007	\$53,721	\$58,287
	1997	\$50,069	\$54,088	\$58,105	\$63,043
	1998	\$51,572	\$55,710	\$59,848	\$64,935
Mechanic	1996	\$32,689	\$35,662	\$39,230	\$42,796
	1997	\$33,997	\$37,088	\$40,799	\$44,508
	1998	\$35,017	\$38,201	\$42,023	\$45,843
Senior Mechanic**	1996	\$43,984	\$46,360	\$48,382	
	1997	\$45,743	\$48,214	\$50,317	
	1998	\$47,115	\$49,661	\$51,827	
Mechanic & Maint Repairer	1996	\$30,907	\$34,473	\$38,038	\$41,606
	1997	\$32,143	\$35,852	\$38,560	\$43,270
	1998	\$33,107	\$36,927	\$40,746	\$44,569
Laborer	1996	\$23,768			
	1997	\$24,719			
	1998	\$25,460			

\* Must have four (4) years experience as a repairer or comparable experience.

\*\* Must have four (4) years as mechanic or comparable experience. Steps will be given on the anniversary date of employment.