

# **COLLECTIVE BARGAINING AGREEMENT**

*By and Between*

**Village of Ridgewood  
Bergen County, New Jersey**

**and the**

**United Service Workers Union, IUJAT  
Local 1N  
138-50 Queens Blvd.  
Briarwood, NY 11435**

**SUPERVISORS GROUP**

**January 1, 2016 through December 31, 2019**

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## **PREAMBLE**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Village of Ridgewood, in the County of Bergen, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Village," and United Service Workers Union, IUJAT, Local 1N, hereinafter called the "Union," represents the complete and final understanding on all bargainable issues between the Village and the Union.

## **ARTICLE I RECOGNITION**

The Village recognizes the Union as the exclusive collective negotiations agent for all Supervisory employees of the Village of Ridgewood who hold positions described in Schedule "A" attached hereto, or who may in the future hold the same or similar positions excluding managerial employees and all other employees within the meaning of the Public Employees Relations Act.

## **ARTICLE II MANAGEMENT RIGHTS**

The Village hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **A. PURPOSE**

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

### **B. DEFINITION**

The term "grievance" as used herein, means any controversy arising over the interpretation, application or violation of this Agreement or any policies, agreements and administrative decisions affecting any employee covered by this Agreement and may be raised by an individual, the union or the Village.

C. **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:

Disciplinary actions that include a suspension or loss of pay shall not be implemented by a Departmental Director for a period of three (3) working days from notice to the employee of the impending action during which time the employee and the Union may move immediately to Step 3 of the grievance procedure for the purpose of holding a hearing prior to the implementation of the suspension or loss of pay. Exceptions to this policy may be made when the immediate suspension of the employee is required because of drug or alcohol violations or when not immediately suspending the employee will endanger the health and safety of others or unduly disrupt the delivery of public services. Notwithstanding the above, the employer may implement a one (1) day suspension prior to notice and a hearing.

STEP ONE:

- a. An aggrieved employee or the Union on behalf of an aggrieved employee or employees shall institute action under the provisions hereof within ten (10) calendar days of (1) the occurrence of the grievance or (2) the time by which the grievant should have had knowledge of the occurrence with the exercise of reasonable diligence. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance on behalf of that individual or individuals.
- b. The supervisor shall render a decision within five (5) working days after receipt of the grievance.

STEP TWO:

- a. In the event a satisfactory settlement has not been reached, the employee or the union shall, in writing and signed, file his grievance with the department head, or his representative, within five (5) working days following the determination by the supervisor.
- b. The department head, or his representative, shall render a decision in writing within five (5) working days from the receipt of the grievance.

STEP THREE:

- a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head, the matter may be submitted to the Village Manager.
- b. The Village Manager, or his or her designee, shall review the matter and make a determination within ten (10) working days from receipt of the grievance.

STEP FOUR:

- a. In the event the grievance has not been resolved at Step Three, the Union may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Employees Relations Commission.
- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Village Manager.
- c. 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.
- d. The cost of the services of the arbitrator shall be borne equally between the Village and the Union. An aggrieved employee shall suffer no loss in pay as a result of time spent appearing on his own behalf in an arbitration proceeding. Any other expense incurred, including, but not limited to the presentation of witnesses shall be paid by the party incurring same.
- e. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the employer, the Union, and the employee or employees who are involved or affected thereby. In the event there is an award of back pay, any earnings of the employee and any unemployment shall be offset and deducted from the award. Employees who have been discharged or suspended shall have the duty to seek work to mitigate for back wages.

D. VILLAGE GRIEVANCES

Grievances initiated by the Village shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) calendar days shall be deemed to constitute abandonment of the grievance on the part of the Village. A meeting shall be held within ten (10) calendar days after filing a grievance between the representatives of the Village and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, either party may within ten (10) calendar days thereafter file for arbitration in accordance with Step Four above. In no event shall the exercise of this provision or the fact of its availability to the Village be deemed a waiver of any right under appropriate circumstances to injunctive relief.



E. UNION REPRESENTATIVE

A Union representative shall be party to all steps of the grievance procedure and both the employee and the Union shall receive promptly full particulars of all charges, reprimands and warnings when made.

F. CIVIL SERVICE JURISDICTION

Notwithstanding any foregoing provisions to the contrary, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the New Jersey Department of Personnel may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to New Jersey Department of Personnel Review and Decision.

**ARTICLE IV  
SENIORITY**

Seniority, which is defined as continuous employment with the Village from the date of last hire, will be given due consideration by the Village under the following circumstances:

The most senior employees shall be given preference in the selection of vacations provided that there is no interruption of the normal operations of the Village.

**ARTICLE V  
UNION REPRESENTATIVES**

A. Accredited representatives of the Union may enter the Village facilities or premises at reasonable hours for the purpose of observing conditions and assisting in the adjustments of grievances. When the Union decides to have its representatives enter the Village facilities or premises, it shall give prior notice thereof to appropriate Village representative and the Union representative shall not be denied access to the premises. There shall be no interference with the normal operations of the business of Village government or the normal duties of the employees. There shall be no Union business transacted nor meetings held on Village time unless the Village, in its sole discretion, consents thereto. The Union may conduct meetings on Village property outside of working hours, provided permission is secured from the appropriate Village representative.

B. The Union shall notify the Village of the officers and stewards representing the Union in connection with the terms and provisions of this Agreement. A steward, upon prior notice to his immediate superior, may investigate a grievance during working hours without loss of pay. The Village shall not interfere or restrain the Union from the election of officers and stewards or in any other matter interfere in the internal affairs of the Union.

- C. Members of the Union negotiating committee shall not exceed three (3), not including shop stewards in number, with no more than one (1) representative each from Streets, Garage, Signal, Sanitation, Parks, Water, and Water Pollution.
- D. Effective January 1, 2007, members of the Union who are elected by the Union to attend any meetings, educational conferences or conventions of the Union, or other bodies which the Union is affiliated, shall be granted necessary time off without loss of pay provided that one (1) week written notification is provided to the Village. Such requests shall not exceed an aggregate of nine (9) working days annually. No one employee shall be granted more than three (3) days annually.

## ARTICLE VI HOURS AND OVERTIME

- A. The normal working week shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week, with the exception of the White Collar Supervisors which shall normally consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week. The Village shall not alter the size, makeup or work assignment or regular hours of work of any employees subject to this Agreement whose assignment makes them part of a crew or team doing any assigned task without prior consultation with the Union. All work performed in the excess of specified hours in any work day or any work week must be approved in advance by the Department or Division head.
- B. All work performed in excess of forty (40) hours in any work week shall be considered overtime and shall be paid for on the basis of time and one-half the employee's base rate. There shall be no compensatory time. Employees who have already earned and accrued compensatory time as of September 30, 2017, shall be allowed to use or be paid for such time in accordance with, and subject to, applicable regulations established by the "Fair Labor Standards Act." All white collar supervisors hired before September 30, 2017 should continue to be paid on the basis of time and one half for the hours worked in excess of thirty-five hours per week.
- C. Overtime shall be distributed by department as equitably as possible, provided the employee has the ability to do the work and all employees shall be expected to work only a reasonable amount of overtime when requested by the Village.
- D. Employees called into work on their off-days or called back to work after they have left the premises on a regularly scheduled work day, shall receive a minimum of two (2) hours of pay in accordance with Section B above for all work performed under such circumstances within one (1) hour.
- E. Time Keeping Requirement – all employees are responsible for recording time using Village procedures. The Village will provide the Union with a copy of the system and procedure that will be utilized for time keeping.

**ARTICLE VII  
HOLIDAYS**

A. The following holidays shall be recognized:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. President's Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Day

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of time and one-half for the actual hours worked on the holiday, except where required to work as the result of an emergency call-in, in which event they shall be paid at the rate of double time for the actual hours worked on said holiday. In either event, in addition to the foregoing, employees shall receive a day's wages paid at straight time for the holiday as such. Effective upon ratification, in the event employees work on any of the below named holidays as a scheduled day, such employee will receive two (2) times the employees regular rate of pay in addition to holiday pay. Nothing herein shall modify any provisions that may exceed the provision herein. Emergency call in shall be paid at two (2) times the employee's regular rate of pay in addition to the holiday pay.

New Year's  
Memorial Day  
Independence Day (July 4<sup>th</sup>)  
Labor Day  
Thanksgiving Day  
Christmas

C. A recognized holiday falling on a Saturday shall be celebrated on the preceding Friday and a recognized holiday falling on a Sunday shall be celebrated on the following Monday.

D. Half-holidays shall be given on Christmas and New Year's Eves regardless of when they may fall during the week. The half days can be combined with approval of the union.

**ARTICLE VIII  
VACATIONS**

- A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the vacation year following the date of appointment; twelve (12) working days vacation thereafter for every year through five (5) years of service; thirteen (13) working days vacation after the completion of five (5) years and through ten (10) years of service; sixteen (16) working days vacation after the completion of ten (10) years and through fifteen (15) years of service; commencing with fifteen (15) years of service, an additional working day of vacation shall be added for each year of service. The maximum amount to be earned in any one year shall be thirty (30) days. Employees hired before September 30, 2017, shall be limited to earning a maximum number of thirty (30) days' vacation, except that currently employed bargaining unit members who have earned more than thirty (30) days per year as of September 30, 2017, shall be allowed to maintain his/her current number of vacation days entitlement, but shall not earn any further vacation days.
  
- B. For the purpose of this Article the vacation year shall be defined as January 1 through December 31 inclusive. An employee must request a vacation in advance and such vacation shall not be unreasonably denied. Vacation requests should be made on a form provided by the Village and signed off by the Department or Division Head. The employee shall receive a response to the request within seven days.
  
- C. Vacation allowance must be taken during the current vacation year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.
  
- D. Vacation leave time earned shall be posted for all employees in each department by the department at least every six (6) months.

**ARTICLE IX  
BENEFITS**

- A. The Village agrees to provide and pay proportionally in accordance with Chapter 78 for the State of New Jersey Health Benefits Program for all employees covered by this Agreement, with the exception of employees that would work less than thirty (30) hours per week, and their families. Should Chapter 78 expire, the employee share shall be no less than the amount of the employee's share of the annual premium under the current law. Part Time employees who currently receive benefits will continue those benefits. The employee shall have free choice of coverage from among the various plans offered by the State. The Employer shall have the right to obtain equivalent coverage from another plan or insurance carrier.
  
- B. The Employer shall continue to provide insurance to the employee, as well as all qualified dependents when that employee retires with twenty-three (23) years with the Village, as well as twenty-five (25) years in the Pension System. The Village will also provide the same benefits to any employee who retires with a disability retirement- State Pension Board approved. Retirees on the Village Health Plan must begin using available Medicare coverage at age 65, including spouse at age 65 (per Federal requirements).
  
- C. If an employee retires with less than twenty-three (23) years of service with the Village and less than twenty-five (25) years in the Pension System, then the employee shall be entitled to continue the Plan described above at his own cost and expense.
  
- D. The Village will provide, to the employee, a Prescription Drug Plan which will be equivalent to that administered by the State Health Benefits Program. The Village shall also retain the right to provide similar coverage from another plan or insurance carrier. Changes made pursuant to the State Health Benefit Program shall be deemed incorporated herein. Should Chapter 78 expire, the employee share shall be no less than the amount of the employee's share of the annual premium under the current law.
  
- E. The Village will pay up to a maximum of thirty-one dollars (\$31.00) per month per employee toward the total dental plan similar to the current plan administered by Delta Dental of New Jersey. The Village shall retain the right to provide equivalent or better coverage from another plan or insurance carrier.

- F. Effective September 1, 2017, employees covered by this Agreement are eligible to participate in the Village Vision Care Plans. The Base Plan #1 has a co-pay of \$10/\$25 for eye examination and materials, respectively. The Buy Up Plan #2 has a co-pay of \$0. Both plans offer Employee, Employee + One, Employee + Children and Employee + Family coverage. The Village will be responsible for the employee's premiums (\$9.31 per month.) for the Employee Only Plan. The employee will be responsible for premiums associated with coverage for any other Plan selected. Expenses incurred for eye exam and eyeglass or contact purchase prior to September 1, 2017, are reimbursable under the previous plan (Collective Bargaining Agreement expired December 31, 2015, Article IX, Section G)

## ARTICLE X SICK LEAVE

- A. Service Credit for Sick Leave
1. All permanent employees, full-time temporary 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; for the attendance by the employee upon a member of the immediate family who is seriously ill or as otherwise provided in this contract as defined under Bereavement-Article 29.
  3. Such sick leave shall not include any extended period where the employee serves as nurse or housekeeper during this period of illness.
- B. Amount of Sick Leave
1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of fifteen (15) working days in every calendar year.
  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.
  3. Each employee shall be entitled to terminal leave upon retirement equivalent to either one-half of his or her accumulated sick leave or six (6) months, whichever is the lesser. Employees hired after January 1, 2005, shall be limited to a maximum of three (3) months terminal leave for accumulated sick time. In the event termination of employment occurs by reason of death of an active employee, his or her estate or personal representative shall be entitled to a lump sum cash payment in an amount equal to the dollar value of either one-half (½) of his or her accumulated sick leave or six (6) months, whichever is the lesser. All employees hired after January 1, 2015, shall be subject to a \$15,000.00 cap on Terminal Leave.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his Superior shall be notified, verbally by phone, a minimum of thirty (30) minutes prior to the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.
  - a.) Failure to so notify his Superior 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 work days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be 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 (1) calendar year consisting of periods of less than three (3) 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 repeated absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months. Abuse of sick leave shall be cause for disciplinary action.
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 Village may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Village, by a physician designated by the Village. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Posting of Sick Leave

Sick leave time earned shall be posted for all employees in each department by the department at least every six (6) months.

- F. *Sick Leave Donation Program*, whereby union members may donate accumulated sick leave to other members of the unit that do not have sufficient accumulated time to sustain a lengthy illness. May donate or request in accordance with the plan.

G.

Effective September 30, 2017, the Village will implement a sick leave buy-back program where employees at their option can buy back half of their unused allowance for that year, up to a maximum of 7 days. Payment will be made within 45 calendar days after years end and compensated at the rate of pay when the time was earned.

**ARTICLE XI  
INJURY ON DUTY**

- A. Where an employee covered under this Agreement suffers a work-connected injury or disability, the Village shall continue such employee at full pay during the continuance of such employee's inability to work for a period not to exceed one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Village.
- B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Village may reasonably require the said employee to present such certificates from time to time.
- C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Village or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability pursuant to NJ law.
- D. For the purpose of this Article, injury or illness incurred while the employee is acting in any job-related activity shall be considered in the line of duty.
- E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.
- F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.



**ARTICLE XII  
SALARIES AND COMPENSATION**

A. The referenced salary and compensation schedules are hereby established on the basis of the following ranges and annual increases, no steps.

2015 salary ranges, no steps.

- o Supervisor Traffic & Signal \$55,496 to \$88,071.
- o Bldg. Sub Code Official/Inspector \$55,078 to \$87,500
- o Supervisor Sanitation \$59,750 to \$89,473
- o Chief WTP Operator \$67,625 to \$104,262
- o Assistant Water Foreman \$49,676 to \$74,322
- o GIS Specialist 1 \$50,829 to \$84,359
- o Supervisor of Public Works \$55,258 to \$84,359.

Automatic annual increases:

- o 2016: 1.5% lump sum payment on base and overtime plus longevity. The 1.5% will also be applied to base; adjusting all salary ranges for that year.
- o 2017: 2%
- o 2018: 1.5%
- o 2019: 1.5%

B. In addition to the automatic annual increases, employees are eligible for an additional salary merit increase, starting in 2018, up to an additional 1% per year. The merit pay will be payable each year by October 1st and retroactive to January of that year. The said annual salary merit increases shall not be automatic, but shall be subject to review each year by September 1st and may be withheld for just cause. Each employee shall be evaluated a minimum of once each year and will be advised of such evaluation. The merit increases are considered final and shall not be subject to the grievance procedures in the contract.

**ARTICLE XIII  
LONGEVITY**

A. All employees hired subsequent to January 1, 1997 shall have their longevity schedule changed to the longevity schedule provided to employees hired prior to January 1, 1997, effective July 1, 2004. Therefore, all employees hired prior to January 1, 2005 will be entitled to longevity as follows:

After four (4) years of service	-Two percent (2%) of employees base salary
After eight (8) years of service	-Four percent (4%) of employees base salary
After twelve (12) years of service	-Six percent (6%) of employees base salary
After sixteen (16) years of service	-Eight percent (8%) of employees base salary
After twenty (20) years of service	-Ten percent (10%) of employees base salary

- B. Effective January 1, 2005, all employees thereafter hired shall no longer be entitled to longevity payments.
- C. Payments under the longevity plan will commence on the first of the month following the month in which the service requirements are achieved and shall be included in the employee's base salary payments.

**ARTICLE XIV  
BULLETIN BOARD**

- A. One (1) bulletin board shall be made available by the Village at each department location and one (1) additional location for a total of six (6) bulletin boards.
- B. These bulletin boards may be utilized by the Union for the purpose of posting Union Announcements and other information of non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform to the intent and provisions of this Article.
- C. All bargaining unit promotional opportunities and vacancies will be posted on the aforementioned bulletin boards. However, no liability will attach to the Village for any neglect in this regard, nor will this matter be subject to the Grievance Procedure.

**ARTICLE XV  
WORK RULES**

Department Managers may post and have the employees covered by this Agreement adhere to reasonable rules and regulations governing the conduct and acts of such employees during working hours. Violations of such rules may constitute just cause for disciplinary action, up to and including discharge, subject to the provisions of applicable law. The employer shall have the right to maintain progressive discipline and efficiency and may discipline any employees for just cause. Employees are hereby given notice that the following types of action shall initiate the discipline process, subject to applicable law:

1. Being under the influence of intoxicants, or bringing or using intoxicants on working hours.
2. Falsifying records or misrepresenting facts on Village forms or records at any time.
3. Leaving the work station during working hours without permission.
4. Theft at any time.
5. Fighting on Village time or Village property.

6. Frequent unexcused tardiness or unexcused absenteeism.
7. Deliberate abuse of Village equipment, material or property at any time.
8. Insubordination or refusal to accept orders, except where there is good cause to believe that abiding by the order may endanger safety.
9. Gambling in any form or manner or conduct which is in violation of law during working hours.
10. Carelessness endangering the safety of self or others, or violation of law during working hours.
11. Absence of three (3) consecutive working days without proper notification to supervisor or prior approval of absence.
12. Failure to satisfactorily account for property entrusted to the employee.
13. Failure to wear the prescribed uniform and safety equipment (i.e. high visibility vest, hard hat, eye protection, hearing protection, etc..) without prior approval of department or division head.
14. Not reporting work injury promptly to supervisor.
15. Use of Cellular telephones while operating a Village vehicle or motorized equipment.
16. Failure to maintain a valid driver's license, when operating Village vehicle or equipment.
17. Feeding, harboring, or otherwise maintaining wildlife or vermin on Village properties.
18. Smoking in the workplace or outside designated signed areas on Village Property or in Village vehicles or equipment.
19. Failure to have in possession, the Village identification badge.
20. Failure to report supervisor when licenses or certifications are suspended or revoked.

**ARTICLE XVI  
NO STRIKE PLEDGE**

- A. The Union covenants and agrees that during the term of this Agreement 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 any employee from his position, or stoppage of work or abstinence in whole or 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 Village. The Union agrees that such action would constitute a breach of this Agreement.
- B. In the event of a strike, work stoppage, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall entitle the Village to take appropriate disciplinary action, including, but not limited to discharge in accordance with applicable law.
- C. The Union will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Village.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Village 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 XVII  
NON-DISCRIMINATION**

- A. There shall be no discrimination by the Village or the 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 Village or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in 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 and shall not solicit membership in the Union or the payment of dues during working time.

**ARTICLE XVIII  
DEDUCTIONS FROM SALARY**

- A. Upon presentation to the Village of dues checkoff cards signed by individual employees, the Village shall deduct from the salaries of all employees who are Union members and subject to this Agreement dues for the Union. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15<sup>th</sup>) 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 Village written notice prior to the effective date of such change and shall furnish to the Village new authorization for its members showing the authorized deduction for each employee.
- C. The Union will provide the necessary “check-off authorization” form and deliver the signed forms to the Village Director of Finance. The Union shall indemnify, defend and save the Village 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 Village in reliance upon salary deduction authorization cards submitted by the Union to the Village.
- D. As to those employees covered under this Agreement who are not members of the Union and/or from whom payroll deductions for dues are not made under paragraph A of this Article, the Village shall deduct from the salaries of such employees a representation fee in lieu of dues in the amount of eighty five percent (85%) of the amount deducted from those employees who are members of the Union, subject to the provisions of RS 34:13A-5.5, 5.6, 5.7, and 5.8. The Village shall forward said representation fees in lieu of the dues to the union.

#### **ARTICLE XIX JOB DESCRIPTIONS**

The Village shall provide job descriptions upon request. The Department of Personnel job description will be used as a basis and may be modified upon notice to and bargaining with the Union, accordingly to fit Village of Ridgewood circumstances.

#### **ARTICLE XX SAFETY**

- A. In accordance with present and past practice, all safety regulations shall be strictly enforced. The Village established a Safety Committee with representation from the Union, who shall meet on a regular basis to inspect, discuss, and recommend solutions to any safety problems. Any member of this bargaining unit may address the Committee at these regularly scheduled meetings.
- B. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent health hazards and will report such conditions to their immediate supervisor.
- C. No employee will start work without the proper equipment. Failure to wear or use safety equipment as outlined on the Mandatory Safety Equipment List; 1<sup>st</sup> offense, verbal warning; 2<sup>nd</sup> offense, a written warning, with copies to the Union and Personnel file; 3<sup>rd</sup> offence, disciplinary action.

- D. All accidents must be reported to the Deputy Village Clerk. All lost time accidents, vehicle accidents, and accidents requiring emergency medical treatment, must be reported immediately to the Village Clerk on approved accident reports forms.

**ARTICLE XXI  
LICENSED VEHICLE OPERATORS**

- A. Any employee covered hereby required to operate a motor vehicle in the course of his or her duties shall be indemnified against any fines levied by appropriate authority by reason of faulty equipment required by law.
- B. Any employee who is required by his job to obtain a special license shall be reimbursed by the Village for all such licensing fees. In the event of termination of any employee who has been reimbursed for special licensing fees, the Village shall be entitled to reimbursement from the terminated employee on a prorated basis.
- C. Class A Commercial Driver's License – any employee who is required by their job to obtain a Class A Commercial Driver's License shall receive a stipend in the amount of \$200.00 annually.

**ARTICLE XXII  
PERSONNEL FILE**

Employees covered by this Agreement shall be entitled to full access to inspect their personnel files or records kept by the Village reflecting their history of employment within the Village. Commencing from and after the date hereof, each employee covered by this Agreement shall be entitled to receive notice of any new information to be inserted in his or her personnel file, as well as the right to insert any responding and/or mitigating statement as he or she may desire.

**ARTICLE XXIII  
LEAVE OF ABSENCE**

Employees subject to this Agreement may be granted a leave of absence by the Village for good cause for a period of up to six months, which leave will not be unreasonably denied.

**ARTICLE XXIV  
JURY DUTY**

Employees who are required to participate in jury duty service shall be granted a leave for the purpose of such jury duty service. The Village shall continue to pay to the employee his regular straight time pay less payment received by jury duty service. Check must be jury duty paychecks signed over to the village.

**ARTICLE XXV  
PERSONAL LEAVE**

Each employee covered by this Agreement shall be entitled to three (3) personal leave days per year, which shall be non-cumulative. The Supervisor of Sanitation shall be entitled to four (4) personal leave days per year, which shall also be non-cumulative. Any employee desiring to take a personal leave day must make request for such leave through his or her supervisor at least three (3) working days in advance of the leave except in cases of emergency. Personal leave may be taken on any regularly scheduled work day. Requests for personal leave including those requests made with less than three (3) days notice will not be unreasonably denied.

**ARTICLE XXVI  
TERMINAL LEAVE**

The present terminal leave policy, as expressed in Article X, B. 3, Section 4 shall be continued during the life of this Agreement.

**ARTICLE XXVII  
BEREAVEMENT LEAVE**

All employees covered by this Agreement shall be granted up to a maximum of four (4) calendar day's leave of absence with pay for each death of a member of the employee's immediate family. The four (4) days shall include the day of the funeral. The immediate family is defined for the purpose of this Article to be Spouse, Children, Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Grandchild, Grandparents, Step Relatives, or other person living as a permanent member of the employee's household. No more than one (1) day of the four (4) days may be subsequent to the funeral.

In case of death in the immediate family, reasonable proof shall be required. In the event the death of an employees immediate family member requires the employee to travel to a location that includes overnight travel (over 200 miles), the employee will be entitled to one (1) additional day. In this event the employees maximum five (5) days may include up to two (2) days beyond the funeral.

**ARTICLE XXVIII  
ON-CALL**

- A. On call shall be defined as an assignment that requires an employee to respond to his designated work station within one (1) hour of notification physically able to perform the job described. The decision to assign on-call is within the discretion of the Village and will be determined on an as-needed basis except as noted in (I) below.
- B. For each Division (Streets, Parks, etc.). Only employees who, when polled, indicate they wish to be on an on-call list will be placed on the on-call list. Employees will be listed on each Division on-call list in order of seniority by title within division, if appropriated, and then seniority from date of hire.
- C. Assignment of on-call due to specific emergent conditions will be given in order of seniority by title. Other on-call will be assigned on a rotating basis by title as required.
- D. In the event the Village determines that it is necessary to assign on-call duties, employees so assigned from the on-call seniority list established in Section B will be notified by their supervisors prior to close of the work day. Notification shall be in writing and employees shall sign such notice indicating receipt of the notice.
- E. Employees who have opted for inclusion on the on-call list and who refuse to accept assignment of on-call on more than one (1) occasion in any calendar year will not be disciplined, but will be moved to the bottom of the list. Employees who accept on-call assignment but fail to report will not receive on-call pay and will be subject to disciplinary action. However, employees will not be disciplined if, prior to a call-back, they have notified their supervisors of special emergent circumstances rendering them unable to respond.
- F. Employees who have volunteered and are subsequently assigned on-call will receive two (2) hours straight time pay for those days they are on-call (14 hours weekly), except that on holidays, they shall receive five (5) hours straight time pay (19 hours for week). For purpose of this Article only, Easter Sunday shall be recognized as a holiday for on-call purposes along with the Day after Thanksgiving.
- G. If called in to work, employees will receive overtime pay from the time they are called by their supervisors - which shall be noted by the supervisors in a log - provided the employees report within one (1) hour of such notification. In the event the employees report later than one (1) hour from notification, they shall be paid from the time they actually report to work



- H. Management has the right to assign on-call for weekends should the circumstances warrant such assignment.

**ARTICLE XXIX  
COFFEE BREAKS**

Employees will be granted two (2) fifteen minute coffee breaks daily. One (1) such coffee break shall be in the morning and the other in the afternoon.

**ARTICLE XXX  
LUNCH TIME**

Employees covered by this agreement will be permitted to take a daily lunch period, commensurate with the bargaining unit over which they provide supervision. Should job conditions dictate that the employees covered by this agreement work through their lunch period, Blue Collar Supervisor they shall receive three-fourth (3/4) hours, White Collar Supervisor shall receive 1 ½ hours compensation. This provision with respect to additional pay shall apply to non-shift personnel only. In addition to the foregoing, it is agreed that employees covered by this agreement will be entitled to one meal period between the fourth and sixth hours of consecutive overtime with pay.

**ARTICLE XXXI  
WASH-UP TIME**

Employees will be granted a fifteen (15) minute wash up period daily during the fifteen (15) minute period immediately preceding the conclusion of their work. (Blue Collar Supervisors).

**ARTICLE XXXII  
UNIFORMS**

The Village of Ridgewood shall provide an annual uniform allowance (Blue Collar Supervisors only) in the amount of \$375.00, which will be included in their base pay. The Village will designate a vendor to provide uniforms. Each employee must continue to wear specified uniforms. Those employees who come to work without an approved uniform will be sent home and expected to return with the proper uniform. Continued violation of the uniform policy will be considered cause for disciplinary action.

**ARTICLE XXXIII  
UNION AS A PARTY IN INTEREST**

The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the employer and the employees requires the establishment and cooperative use of the machinery provided for in this Agreement, and that it would detract from this relationship if individual employees or groups of employees would seek to interpret or enforce the Agreement on their own initiative or responsibility. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an award.

**ARTICLE XXXIV  
I.D. BADGES**

The Village shall provide each employee covered by this Agreement an identification badge or identification card so that he or she may identify himself or herself as Village employee.

**ARTICLE XXXV  
TERM AND RENEWAL**

The term of this Agreement shall commence January 1, 2013, and remain effective until December 31, 2015, or the date on which a successor Agreement is fully executed, whichever is later.

**VILLAGE OF RIDGEWOOD**

**UNITED SERVICE WORKERS UNION  
IUJAT, LOCAL 1N**

By: Heather A. Mailander  
Heather A. Mailander  
Village Manager/Village Clerk

By: Ed Kahn  
Ed Kahn  
Business Agent

By: Richard Calbi  
Richard Calbi  
Director of Operations

**NEGOTIATING TEAM**

By: Robert G. Rooney  
Robert G. Rooney  
Chief Financial Officer

By: Edward Bell  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_  
By: \_\_\_\_\_

Dated: 1/18/2019

**Schedule "A"**

**SUPERVISORY POSITIONS**

**Titles:**

Building Sub Code Official/Inspector  
Supervisor of Public Works  
Fleet Manager  
Tree Supervisor  
Parks Supervisor  
Recreation Supervisor  
Supervisor of Sanitation  
Assistant Recycling Supervisor  
Chief Water Treatment Plant Operator  
Assistant Chief Water Treatment Plant Operator  
Water Supervisor  
Assistant Water Supervisor  
Sanitation Inspector  
Supervisor of Billing and Collections

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2016 thru 12/31/2019.

Employer: Village of Ridgewood

County: Bergen

Date: 8/14/2024

Name: Heather A. Mailander  
Print Name

Title: Village Clerk

Heather A. Mailander  
Signature