

THIS DOES NOT
CIRCULATE

New Milford, N. J.
New Milford Public Works Employees
Benevolent Association 1978

AGREEMENT

THIS AGREEMENT, made this 17th day of October, 1978, by and between the BOROUGH OF NEW MILFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "Employer", and THE NEW MILFORD PUBLIC WORKS EMPLOYEES BENEVOLENT ASSOCIATION, hereinafter referred to as the "Union" or "Association."

WHEREAS, the Employer and the Union, recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

I. EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee covered by this agreement in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any such employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Employer or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

II. ASSOCIATION RECOGNITION

(1) The Employer recognizes the Union as the exclusive representative, as certified on July 9, 1976, by the New Jersey Public Employment Relations Commission for the purpose of collective negotiation with respect to all negotiable items of employment of all blue-collar employees employed by the Borough of New Milford excluding those classes as set forth on the certification notice.

(2) No employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

(3) The term "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

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III. EXCLUSIVITY OF UNION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with any one but the recognized Union with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

IV. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

V. UNION REPRESENTATIVES

(1) The Employer recognizes the right of the Union to designate one (1) representative for the enforcement of this Agreement. The Union shall furnish the Employer in writing the name of the representative and notify the Employer of any changes.

(2) The Authority of the representative so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) the presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

(3) When requested by management, the designated Union representatives should be granted time with pay during working hours to seek to settle grievances and to attend all meetings and conferences on Contract negotiations with Borough officials.

VI. MAINTENANCE OF WORK OPERATIONS

(1) The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity.

(2) It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute or other applicable provisions of this Agreement.

VII. PRESERVATION OF RIGHTS

(1) The Borough of New Milford hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon 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, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

(b) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

(2) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under R.S. 11.40 and 40A, NJSA 34:3A-1, or any other national, state, county or other applicable laws.

(3) Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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

VIII. DATA FOR FUTURE BARGAINING

(1) The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively, providing same is not of a confidential nature.

(2) The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of a similar nature.

IX. SALARIES

(1) the base annual salaries shall be set forth in Appendix "A".

(2) Any monies due employees by virtue of this clause shall be paid as soon after the execution of this AGREEMENT as practicable.

(3) Isaac Joao's salary for the year 1978 shall be increased effective September 12, 1978, by \$1,000. Said entire additional amount is to be pro-rated to the end of the year. Any increase in salary which has been agreed to under the terms of this contract on a percentage increase shall be retroactive for Mr. Joao on that base which was effective from January 1 to September 12, 1978. Thereafter, as of September 12, 1978, he will be entitled to the additional percentage increase on his base

X. WORK DAY, WORK WEEK AND OVERTIME

(1) The work day shall commence at 8:00 a.m. and shall continue until 12:00 noon during which period a 10 minute coffee break will be provided.

(2) Lunch shall be taken from 12:00 noon to 12:30 p.m. and shall not be considered as work performed.

(3) Work shall again commence at 12:30 p.m. and shall continue until 4:30 p.m. during which period a 10 minute coffee break will be provided.

(4) Work in excess of an 8 hour day or 40 hour week shall be overtime and shall be paid at the time and one-half rate.

(5) That reasonable notice be required whenever overtime work is necessary. The Employee shall be informed as soon as possible; when planned or known in the morning, the Employee shall be informed prior to lunch hour; thereafter, when overtime work is unexpectedly required, notice shall immediately be given to the designated employee. In the event a designated employee is unable, for any reason, to work overtime, he shall be given the opportunity to secure a qualified replacement for such overtime work, provided, that the securing of such replacement does not interfere with the orderly conduct of such overtime work.

XI. HOURLY RATE

To Compute the base hourly rate of an employee, his annual base salary shall be divided by 2,080 hours.

XII. STAND BY TIME

Standby time shall be defined as being available for any emergency which may arise over and beyond the employee's normal 8 hour daily work schedule.

A list of those employees to be assigned to stand-by duty for each weekend of the year shall be posted within five (5) days from the date hereof and thereafter not later than ten (10) days prior to January 1st of each year until a new agreement has been negotiated. The Borough may change such assignments when reasonably necessary due to employee terminations, hirings, promotions, illnesses or other incapacity.

In the event a designated employee is unable, for any reason, to be on stand-by, he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate superior within a reasonable time prior to the commencement of such stand-by duty.

Each employee designated for stand-by duty shall be compensated for purely stand-by (i.e. on-call) time in the sum of \$40.00 for a one-week period.

XIII. RECALL

(1) Any employee whos is called back to work after having completed his regularly scheduled shift shall be guaranteed no less than one hour of work.

(2) The parties agree that when an employee is injured while traveling in response to or as a result of a recall and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement.

XIV. LONGEVITY

Each employee of the Department of Public Works of the Borough of New Milford shall be entitled to receive a longevity payment up to a maximum of four (4%) percent which shall be paid under the same terms and conditions as presently exist for police employees employed by the Borough of New Milford.

XV. UNIFORMS

The present practice with regard to uniforms shall be continued.

XVI. VACATIONS

(1) The existing vacation program and allowances shall be maintained during the term of this agreement unless any other employee group negotiates or obtains an improved program in which event any such improvement will automatically be incorporated into this agreement without any further action by the parties.

(2) When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only, or, by mutual agreement of the employee, may be compensated by money payment thereof.

(3) If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against available sick leave at his option upon proof of hospitalization and a physician's certificate.

(4) If an official holiday occurs during an employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

(5) Vacations shall be selected on a rotating seniority basis which shall be established by the Borough subject to present practices.

XVII. HOLIDAYS

(1) Effective January 1, 1978, all employees will be entitled to and will receive twelve (12) holidays per year which, if worked, entitle the employee to time and one half for each such holiday.

(2) The holidays noted herein shall be as set forth in Appendix "B".

(3) In addition to the regular paid holidays heretofore set forth, the employees covered under this Agreement shall be entitled to such other holidays as may be declared from time to time by the Borough's governing body for any other Borough employees, to be taken at a time mutually convenient to the parties.

XVIII. SICK LEAVE

(1) all permanent full time employees covered by this agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of his first calendar year of hiring and fifteen (15) days in each calendar year thereafter which shall accumulate from year to year, up to a maximum of forty-five (45) working days.

(2) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family.

(3) To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify his supervisor at least one hour before the commencement of his scheduled tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

(4) An employee absent on sick leave may be required to submit acceptable medical evidence substantiating the illness if he is absent three or more consecutive days.

(5) If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital recuperation charged against sick leave upon proof of hospitalization and a physician's certificate.

(6) One-half ($\frac{1}{2}$) of a work day shall be the smallest unit to be considered by computing sick leave used.

XIX. WORK INCURRED INJURY

(1) Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

(2) The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the mayor and council, may reasonably require the said employee to present such certificates from time to time.

(3) 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 Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation establishing such further period of disability and such findings by the Division of Workers Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.

(4) For the purpose of this Article, injury or illness incurred while the employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.

(5) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

(6) 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.

XX. BEREAVEMENT LEAVE

(1) All permanent full time employees covered by this agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family if the funeral takes place within the radius of 150 miles of the Borough, or five (5) days if the funeral takes place outside of these limits.

(2) Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of employee or spouse.

(3) Such funeral leave shall not be charged against the employee's vacation or sick leave.

(4) Any extension of absence under this article, however, may at the employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

(5) In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Supervisor.

XXI. LEAVE OF ABSENCE

(1) All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

(2) The employee shall submit in writing all facts bearing on the request to his Supervisor who shall append his recommendations and forward the request to the Borough Council. The Borough Council shall consider each case on its merits and without establishing a precedent. The Borough will not unreasonably deny an employee's request for a leave of absence.

(3) This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

(4) At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

(5) Seniority shall be retained and shall accumulate during all leaves.

XXII. MEDICAL COVERAGE

(1) The Borough will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical insurance for employees covered by this agreement and their families, of the same type and in the same amounts, of coverage as presently exists.

XXIII. LIFE INSURANCE

The Borough will provide at its own costs and expense and without costs to the employee, the same life insurance policy presently in existence.

XXIV. BULLETIN BOARD

(1) The Borough will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

(2) The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

(3) No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to operations may be rejected for posting by the Supervisor. However, approval for posting shall not be unreasonably withheld.

XXV. PERSONNEL FILES

(1) A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Borough Administrator or other suitable place.

(2) Any employee may by appointment review his personnel file. This appointment for review must be made through the designated Borough representative.

(3) Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

(4) All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

XXVI. MILITARY LEAVE

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

XXVI. PENSION

(1) The Borough Hall shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and laws of the State of New Jersey, more particularly N.J.S. 43:1 et seq.

(2) The Borough will pay the Public Employees Retirement System, of which the Borough of New Milford is a member, such amounts which are levied by the System on behalf of all Borough employees.

(3) It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

XXVII. GRIEVANCE PROCEDURE

(1) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint or any difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

(2) The procedure for settlement of grievance shall be as follows:

(A) Step One

In the event that any employee covered by this agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the employee shall discuss it informally with his Supervisor. The Supervisor shall decide the grievance within four (4) working days after the grievance is first presented to him.

(B) Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within four (4) working days, the grievance shall be presented in writing to the Borough liaison officer, with a copy going to the Borough Administrator. The liaison officer shall render a decision within five (5) working days after the grievance was presented to him.

(C) Step Three

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within fifteen (15) working days after the grievance was first presented to them.

(D) Arbitration

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the grievance shall be referred to PERC for the selection of an arbitrator, to decide the issue or issues. The decision of the Arbitrator shall be final and binding upon the parties.

(2) The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

XXIX. DISCIPLINE

(1) An employee may be appropriately disciplined for violation of rules and regulations and may be discharged for good and just cause, all subject to and pursuant to applicable State law.

(2) All decisions concerning any form of discipline or the extent thereof may be appealed to the Commissioner of the Department of Public Works and then to the Mayor and Council. If no satisfactory decision is made within thirty (30) days of the filing of the appeal, then the employee may appeal his case by filing a Notice of Arbitration with PERC. In any event, an appeal may be taken within 30 days of an unfavorable decision by filing a Notice of Arbitration with PERC. The appointed arbitrator shall have the power to review the facts and law and to make such findings, including modifications of penalty as he shall deem proper. The award of the arbitrator shall be final and binding upon the parties.

XXX. SAVINGS CLAUSE

(1) It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

(2) If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

~~XXXI. ADJUSTMENTS~~

~~omitted~~ Effective through , overtime shall be computed for all unit employees on the basis of an additional being added to the base pay prior to the computation of time and one-half.

XXXII. MISCELLANEOUS

(1) The Borough shall provide at its own expense adequate summer and winter clothing to the members of this organization.

(2) In the event any employee of this Borough who is a member of this Association is also a member of any municipal voluntary organization (e.g. Ambulance Corp, Fire Department, etc.), and is unable to report to work at his scheduled time (or is unable to report at all) because of his duties as such a volunteer, he shall notify his superior as soon as he is reasonably able to do so. No such member shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he had reported to work and, in fact, did work his scheduled shift. It is understood that such volunteer shall report to work as soon as his volunteer duty has been completed unless he is physically unable to do so as a result

of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof. No employee shall leave the job for volunteer duty without the prior consent of the Department Head or his authorized representative. Such decision shall not be grievable. No employee shall be penalized with respect to his volunteer status as a result of such Borough decisions.

(3) The Borough also agrees to provide to each member of the bargaining unit one (1) pair of safety shoes per year. The Borough further agrees to provide rubber gloves (insufficient quantities as may be needed) to the sewer crew.

XXXIII, TERM OF CONTRACT

This contract shall take effect upon the execution thereof and shall terminate on December 31, 1978.

IN WITNESS WHEREOF, the parties hereto have entered their hand and seal this 17 day of October, 1978.

WITNESS:

Frank J. Jabu

BOROUGH OF NEW MILFORD :

Albert E. Loger

WITNESS:

John Rodonice

DEPARTMENT OF PUBLIC WORKS:

Joseph Mansueto

Robert K. Chester