

COLLECTIVE BARGAINING AGREEMENT

Between

Town of Boonton

Morris County, New Jersey

and

MORRIS COUNCIL NO. 6, N.J.C.S.A.

January 1, 2009 through December 31, 2013

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**COLLECTIVE BARGAINING AGREEMENT
TOWN OF BOONTON
AND
MORRIS COUNCIL NO. 6**

PREAMBLE

THIS AGREEMENT entered into this _____ day of **April**, 2009, by and between the **TOWN OF BOONTON**, in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Town") and **MORRIS COUNCIL NO. 6, N.J.C.S.A., I.F.P.T.E., AFL-CIO** (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the Town and the Association.

**ARTICLE I
Recognition**

The Town hereby recognizes the Association as the exclusive negotiating agent for all full-time and part-time white collar employees, clerical employees and Public Safety Telecommunication Operators employed by the Town of Boonton, but excluding managerial executives, confidential, craft employees, police, members of other bargaining units and employees of separate boards or commissions, and as part or full-time temporary employees hired to perform administrative duties at the Town's Recycling/D.P.W. Center.

**ARTICLE II
Negotiation Procedures**

A. The parties agree to enter into collective negotiations over an agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, shall be adopted by appropriate resolution of the Town, and shall be signed by the Town and the Association. The signature by the Association of the contract shall be pursuant to authorization received from the membership and the Town reserves the right to request proof of authorization of the membership before appending its signature to any agreement.

1. The parties hereto shall commence negotiations for subsequent contracts on or about September 15th of the calendar year in which an agreement expires.
2. All proposals and counter proposals shall be in writing. All meetings between the parties for the purpose of negotiations shall be scheduled after business hours.

3. It is agreed by and between the parties that in order to facilitate the expeditious resolution of matters in dispute without undue delay, each side shall normally limit its negotiating committee to not more than four (4) members, not including counsel to either party.

4. The Town agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, all available public information and data concerning the Town which the Association may require in connection with negotiations.

5. The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares an impasse.

ARTICLE III Association Representatives

1. Accredited representatives of the Association may enter the Town facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Town facilities or premises, it will request such permission from the appropriate Town representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Town government or normal duties of the employees. This privilege shall be so exercised as to keep at a minimum time lost thereby to the Town.

2. One Shop Steward and one Alternate Shop Steward may be appointed to represent the Association in grievances with the Town.

3. The Shop Steward or the Alternate Shop Steward of the Association upon request will have the right during the business day to investigate any problems with working conditions or contract violations without said time being deducted from his/her working time. Any request by the Shop Steward or the Alternate Shop Steward to exercise his or her rights pursuant to this section shall not be unreasonably denied by the Town.

ARTICLE IV Grievance Procedure

Definitions

1. The term "grievance" means a claim by an employee or the Association concerning the interpretation, application or alleged violation of this agreement, a Town policy or an administrative decision affecting the employee's terms and conditions of employment.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Employee" is defined as a full-time or permanent part-time employee represented by the Association.

The procedure shall be as follows:

1. An aggrieved person shall notify the Department Head in writing of the nature of the grievance within ten (10) days of the event giving rise to the grievance. Within five (5) days of the receipt of the notice, the Department Head shall meet with the aggrieved person and attempt to adjust or resolve such grievance. The Department Head shall render his decision, in writing, within five (5) days after such meeting.

2. If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may present the grievance to the Town Administrator, in writing, within ten (10) days after receipt of the decision of the Department Head.

The Association shall also be notified and has an absolute right to have a union representative at the meeting between the aggrieved person and the Town Administrator. The notice shall set forth the nature of the grievance and the reasons he/she is dissatisfied with the decision of the Department Head. The written notice to the Town Administrator shall be served within ten (10) days after receipt of the decision of the Department Head. The Town Administrator shall arrange to meet with the aggrieved person and attempt to adjust or resolve such grievance. The Town Administrator shall render his decision, in writing, within ten (10) days after such meeting.

3. If such grievance is not resolved to the satisfaction of the Association, the Association may, within fifteen (15) days after receipt of the Town Administrator's decision, notify the Town Administrator, in writing, that the Association wishes to take the matter to binding arbitration, except that the matters exclusively reserved to the public employer in Article VIII hereof shall not be subject to arbitration. The only grievances that may be arbitrated are those alleging that there has been a violation of the express written terms of this agreement. The arbitrator shall have the authority to rule on grievances which concern the interpretation, application, or alleged violation of Town policies and administrative decisions affecting terms and conditions of employment. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from this agreement. This procedure shall not replace the handling of major discipline matters pursuant to the Department of Personnel Law and regulations.

a. After giving notice of intent to arbitrate as provided in Section 1 above, the moving party must request the Public Employment Relations Commission to

submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

- b. The arbitrator selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Town Administrator and the Association and shall be binding on the parties.
- c. All the costs of the arbitration, including the costs for the services of the arbitrator, but not including any attorney's fee, shall be borne equally by the Town and the Association.

4. Nothing herein shall prevent the parties from meeting informally prior to the filing of a grievance in an effort to amicably resolve such grievance. Any such informal efforts shall not toll the deadlines set forth herein unless agreed to in writing by both parties.

ARTICLE V No-Strike Pledge

1. The Association covenants and agrees that during the term of this agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support, 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/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Town. The Association agrees that such action would constitute a material breach of this agreement.

2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Town to invoke any of the following alternatives:

- a. Withdrawal of dues deduction privileges.

- b. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Department of Personnel law.
3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Town.
4. Nothing contained in this agreement shall be construed to limit or restrict the Town 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 Association or its members.

ARTICLE VI
Non-Discrimination

Neither the Town nor the Association shall discriminate against an employee regardless of age, sex, color, marital status, race, creed, national origin, political or religious affiliation or association activity.

ARTICLE VII
Deduction From Salary

1. The Town agrees to deduct from the salaries of its employees subject to the Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Association treasurer on the tenth (10th) working day after the last payroll paid for the prior month.
2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Town written notice thirty (30) days prior to the effective date of such change.
3. The Association will provide the necessary checkoff authorization form and the Association will secure the signature of its members on the forms and deliver the signed forms to designated Town officials. The Association shall indemnify, defend and save the Town harmless against any and all such claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Town in reliance upon the salary deduction authorization cards submitted by the Association to the Town.
4. The Town agrees to the implementation of Agency Shop in accordance with N.J.S.A. 34:13A-5.5.

ARTICLE VIII
Management Rights

1. The Town 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 not without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control of the Town 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, demote, discharge or take other disciplinary action for good and just cause in accordance with Department of Personnel Law and regulations and other applicable laws and regulations.

2. Nothing contained herein shall be construed to deny or restrict the Town of its powers, rights, authority, duties and responsibilities under N.J.S.A. 40/40A and N.J.S.A. 11A or any other national, state, county or local laws or ordinances.

3. Management will post a notice on all municipal bulletin boards whenever a vacancy in an existing position occurs or whenever a new position is established. In addition, this same notification shall be forwarded to each Shop Steward in each unit. Such notice is intended to alert employees of an available position within the Town.

ARTICLE IX
Salaries, Wages and Uniform Maintenance Allowance

There will be a 4.25% across-the-board increase on each employee's base salary effective January 1, 2009. Effective January 1, 2010, there shall be a 4.00% across-the-board increase on base salaries, compounded. Effective January 1, 2011, there shall be a 4.00% across-the-board increase on base salaries, compounded. Effective January 1, 2012, there will be a 3.75% across-the-board increase on base salaries, compounded. Effective January 1, 2013, there will be a 3.75% across-the-board increase in base salaries, compounded. Each employee covered by this agreement shall be paid the salaries indicated on Schedule "A", which is attached hereto and incorporated herein. If a new employee is hired during this contract term, the parties will enter into a Sidebar Agreement regarding the new employee's salary.

For the duration and term of this agreement, each Public Safety Telecommunications Operators shall receive an annual maintenance allowance to be used for the maintenance of

uniforms. The maintenance allowance will be paid by a separate check upon submission of a properly prepared voucher to the Treasurer, and paid as set forth below:

<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
\$175	\$175	\$175	\$175	\$175

ARTICLE X
Educational Benefits

The Town of Boonton encourages employees to receive job related training and education through attendance at college courses, Department of Personnel programs, seminars and professional conferences.

No employee will register for a course which conflicts with the employee's working hours. Employees requiring special consideration to fulfill required courses for an advanced degree should notify the Town Administrator.

The employee will be reimbursed for the cost of any class, seminar, conference, etc. that he or she is required by the Town to take.

ARTICLE XI
Hours, Overtime and Compensatory Time

1. A workweek of thirty-five hours (35) shall continue for the life of this Agreement.
2. Employees who work in excess of thirty-five (35) hours shall receive compensatory time at a rate of one and one-half (1½) for authorized overtime. Paid status for purposes of this contract shall include any absence from work by an employee for which the employee receives monetary compensation from the Town, as though the employee actually worked. It includes sick, holiday, vacation, bereavement, compensation or leave of absence with pay. Such overtime shall be compensated for at the rate of time and one half (1½). Any overtime worked on Sunday or holidays shall be compensated for at the rate of double time.
3. Fifteen (15) minute a.m. and p.m. coffee breaks shall be permitted in accordance with current practice.
4. When the Town of Boonton has a project or job that must be completed within a specific timeframe and it cannot be completed during the normally scheduled daily work hours, an employee may be requested to work beyond said normally scheduled daily work hours at the discretion of the Department Head or the Town Administrator. Employees shall receive compensatory time or overtime in accordance with the provisions of the Fair Labor Standards Act.

Procedure:

- a. A Department Head or the Town Administrator may authorize an employee to work in excess of his/her normally scheduled daily hours and to grant compensatory time off in lieu of overtime payment.
- b. It is the responsibility of the Department Head to record all authorized compensatory time on the departmental time sheets.

ARTICLE XII

Holidays

1. There shall be thirteen (13) paid holidays accorded to each employee in this bargaining unit. The following shall be observed by the Town as official holidays:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| | Christmas Day |

If a holiday falls on a Sunday, it shall be observed on the following Monday.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

2. Public Safety Telecommunications Operators shall observe the above holidays on the day of the holiday. If the Public Safety Telecommunications Operator is off on that day, then he/she will receive a day off within that work period.

3. Employees may also be awarded holidays declared by special proclamation of the President of the United States, Governor of New Jersey, or the Mayor of the Town of Boonton.

4. Request for an exchange of holidays shall be submitted to the Town at least one (1) month in advance. The Town has the right to reject such request.

5. The observance of religious holidays, other than those listed above may be granted and charged as vacation days.

6. If an official holiday occurs while an employee is on sick or vacation leave, the employee shall not have that holiday charged against sick or vacation time.

7. When an employee is required to work on an official holiday to maintain municipal services, the employee will be compensated in accordance with Article XI, Section 4.

ARTICLE XIII
Health, Medical and Life

1. The following is a list of those health, medical, dental, disability and life insurance benefits provided by the Town:
 - a. The Town shall provide Blue Cross/Blue Shield, Rider J and major medical coverage as provided by the New Jersey State Health Benefits Program or equivalent coverage for all employees and their families. Part-time employees who were the employee of the Town prior to January 1, 1997 and who work more than twenty (20) hours per week are eligible for full participation in Blue Cross/Blue Shield and Major Medical Plans. Part-time employees hired after January 1, 1997 and who work thirty (30) hours per week are eligible for full participation in the Town's health benefits program. The Town shall provide advance written notice to the association of any plan change.
 - b. If the employer plans to change the health plan, they will meet with Council #6 employees prior to the implementation in order to discuss the plans. In the event that the Health Plan is changed, coverage must be equivalent to the present plan.
 - c. Upon retirement, after twenty-five (25) years of service, an employee will be carried on the rolls under the New Jersey State Health Benefits plan or equivalent for the employee, his/her spouse and family provided the employee is not eligible to receive such benefits from any other source.
 - d. After the age of sixty-five (65) years has been attained, the employee and his/her spouse will be required to sign up for parts A and B of the Medicare program paid by the Town, except that the Town will no longer reimburse for Medicare B for active employees and their spouses.
 - e. If desired the employee may choose dental coverage, the employee will pay one half (1/2) of the Delta Dental Plan (Program IIIA) and the employer, Town of Boonton, will pay one half (1/2) the cost of the plan for the employee only. The Town will not pay for dependent coverage.
 - f. The Town shall provide the group life insurance plan available under the New Jersey Employees Retirement System or equivalent coverage.
 - g. **Medical Insurance:** A member covered by this agreement shall have the individual right to waive medical benefits coverage offered by the Town on an annual basis if he/she can demonstrate he/she has alternate coverage from another source. The Town will pay to a member, who waives the right to

medical benefits provided under the contract, thirty three percent (33%) of the savings realized by the Town. The member must make written notice to the Town by October 1 of the prior year to receive reimbursement. Payments will be made to the member on a semiannual basis. Payment will be made by separate check. Members shall be able to regain medical coverage on an annual basis during open enrollment and/or if he/she experiences a life changing event, as defined by law and in accordance with the Town's insurance rules and regulations.

**ARTICLE XIV
Death Benefits**

ESTIMATED GROUP LIFE INSURANCE BENEFITS

-Active Coverage: Your non-contributory and contributory group life insurance are equal to 1-1/2 times your preceding 12 months' base salary. If you are covered by both, your total benefit is equal to 3 times that base salary. Benefits are prorated during the first year of coverage.

-Retired Coverage: You must have at least 10 years of service credit and be covered by group life insurance immediately prior to retirement in order to be covered after retirement. The coverage is equal to 3/16 of your last year's base salary.

**ARTICLE XV
Sick Leave**

1. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.
 - a. Each employee shall be entitled to fifteen (15) days of sick leave per year, all of which shall be cumulative from year to year.
 - b. Each Public Telecommunications Operator shall be entitled to 120 hours of sick leave per year, all of which shall be cumulative from year to year.
 - c. When a Public Safety Telecommunications Operator takes sick leave, it will be deducted on an hour for hour basis.
 - d. Upon request, an employee shall submit a doctor's certificate in the event of an absence by reason of sickness for more than three full consecutive days.
2. Accrued sick time for all Morris Council Six Members attaining 25 years of service. Consistent with the provisions of the Town of Boonton Personnel Policy Manual,

employees hired after January 1, 1983 shall be permitted to accrue a maximum of 200 days of sick leave. Personnel who attain twenty-five (25) years of service with the Town of Boonton shall be entitled to use said days of sick leave as terminal leave according to the formula established in Article XVI.

ARTICLE XVI

Terminal Leave

Policy: The NJ Department of the Treasury, Division of Pensions, has directed in connection with the payment of “terminal leave” at retirement that the manner and the items to be included in the payment of terminal leave are to be stated in a declared policy to assure that the policy is applied consistently to all employee-members of State Retirement Systems.

Employees who retire from service with the Town of Boonton, after 25 years of service with the Town, shall be entitled to receive a retirement contract which will include any provisions for terminal leave.

Terminal leave shall be defined as that time between the date the employee stops reporting to work and the employee’s effective date of retirement. Terminal leave involves the using up of accumulated sick leave, vacation leave, and compensatory time prior to the effective date of retirement.

Procedure: An employee who is contemplating retirement shall notify his/her immediate Supervisor or Department Head and the Town Administrator no less than three (3) months prior to the date of retirement. At such time, the employee shall be entitled to enter into a retirement contract with the Town of Boonton which will include the following provisions for terminal leave:

- A. An employee can stop working for the Town (stop reporting to work) a length of time prior to his/her official retirement date during which time said employee will be using up any accumulated sick leave, vacation leave and compensatory time.
- B. In return for being granted terminal leave, said employee shall reimburse the Town or give back the following:
 1. The number of days equal to one-third (1/3) of the total terminal leave being taken. These days shall be subtracted from the employees total accumulated sick, vacation or compensatory time, subtracting first from the accumulated vacation time, then from the accumulated compensatory time and lastly from the accumulated sick leave. For example:

Employee has: **200** **sick days** accumulated
 20 **vacation days** accumulated
 5 **compensatory days** accumulated
 225 **total accumulated days**

Employee will be utilizing the total of **90 days as terminal leave**. Employee must therefore give back to the Town one-third (1/3) of the total terminal days to be taken.

90 days x 1/3 – 30 days

These 30 days will be subtracted from the employee’s total accumulated days as follows:

 30 **“give back” days**
 20 **vacation days**
 10
 - 5 **compensatory days**
 5
 - 5 **sick days**
 0

Employee’s 90 terminal days will then be subtracted or used from the remaining 195 accumulated sick days, leaving 105 sick days to be paid in accordance with contractual agreements in a lump sum payment. The term of said lump sum payment shall be agreed upon between the employee and the Town.

**ARTICLE XVII
Workers' Compensation**

The Town shall provide workers' compensation as required by State law.

**ARTICLE XVIII
Unemployment Compensation**

The Town shall provide unemployment compensation as required by State law.

**ARTICLE XIX
Resignation**

An employee who resigns in good standing by giving the Town at least fourteen (14) days written notice shall receive accrued vacation in accordance with Article XV.

ARTICLE XX

Personal Days

1. In any calendar year, a member may use up to three (3) days of his/hers accumulated sick leave as personal leave on a one-for-one basis.
2. Requests for Personal Days should be made in writing to the Department Head at least three (3) days in advance of the requested personal day. Department Heads will approve requests which do not unduly conflict with the needs of the Town of Boonton or the scheduling requirements of the Department.
3. The Town of Boonton may grant leaves of absence without pay to permanent employees for a period not to exceed six (6) months. A leave of absence may subsequently be renewed for an additional six (6) month period.
 - a. Procedure:
 - i. An employee will present to his/her Department Head a written request for a leave of absence without pay which states the reasons(s) for the leave and the effective date.
 - ii. The Department Head will send the employee's request to the Town Administrator along with the Department head's written recommendation as to whether the request should be granted.
 - iii. The Town Administrator will consult with the Mayor and Board of Aldermen concerning the employee's request for a leave of absence without pay. The Town Administrator will communicate the Board's approval or denial of the request to the employee and the employee's Department Head.

ARTICLE XXI

Bereavement Leave

1. Employees shall be granted three (3) days off without deduction pay for a death in the immediate family.
2. "Immediate family" means father, mother, stepfather, stepmother, spouse, child, foster child, stepchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild and grandparents of the employee. It shall also include relatives of the employee residing in the employee's household.
3. Procedure:
 - a. Employee shall immediately notify the department head that a death has occurred and advise him/her of the date of the funeral.

- b. Department head shall notify the Department of Administration that an employee is on bereavement leave.

4. For the death of an aunt, uncle, nephew, niece, first cousin, the day of the burial only shall be granted without the loss of pay.

ARTICLE XXII

Vacation

- 1. The following vacation schedule will be in effect for the length of this Agreement:
 - a. Full-time employees will receive annual vacation leave starting January 1, 2003 as follows:
 - i. Up to 1 year of service - 1 day for each month of service.
 - ii. 1 year and up to 5 years - 12 working days.
 - iii. 6 years and up to 10 years - 15 working days.
 - iv. 11 years and up to 15 years - 20 working days.
 - v. After 15 years - 25 working days
 - b. Full-time Public Safety Telecommunications Operators will receive annual vacation leave as follows:
 - I. Up to 1 year of service – 7 hours for each month of service.
 - II. 1 year and up to 5 years – 84 hours
 - III. 6 years and up to 10 years – 105 hours
 - IV. 11 years and up to 15 years – 140 hours
 - V. After 15 years – 175 hours
 - c. When Public Safety Telecommunications Operators take vacation leave, it will be deducted on an hour for hour basis.
 - d. Any vacation days earned before January 1, 2003 shall be in accordance with the schedule in the 2000-2002 contract.
 - e. Permanent, part-time employees will receive the equivalent number of part-time vacation days as allowed full-time employees in XXI(a).

2. The vacation procedure set forth in the Town of Boonton Personnel Policy and Procedure Manual at Chapter III "Benefits" Section 2, a copy of which is attached hereto, is incorporated herein by reference.

ARTICLE XXIII

Maternity Leave

1. Permanent employees are eligible for an unpaid six (6) month leave of absence for maternity. The leave shall be taken at a time determined by the employee in conjunction with and confirmed by written verification from the physician. If extended leave is required, an additional six (6) months may be considered at the request of the employee for approval by the Town and Department of Personnel.

2. Employees who have accumulated vacation time, sick time or compensatory time may use such time for maternity purposes either prior to or immediately following childbirth.

ARTICLE XXIV

Military Leave

1. The Town will grant Military leave of absence to permanent employees who enter active duty with the military or naval service in time of war or emergency in accordance with Civil Service Rules, Title 4A:6-1.11.

2. Employees who are members of the national guard or naval militia or a reserve component of the Armed Forces of the United States who are required to undergo annual field training or annual active duty, shall be granted military leave in accordance with Department of Personnel Rules, Title 4A:6-1.11(b and c).

ARTICLE XXV

Jury Duty Leave

1. An employee required to serve jury duty shall be paid the regular rate of pay by the Town. Compensation, excluding travel monies, the employee receives as a juror shall be returned to the Town.

2. An employee who is subpoenaed as a witness in a civil or criminal case not involving him in his capacity as a Town employee, may be granted paid leave for that period of time in which he or she is officially involved with the court in such capacity.

ARTICLE XXVI
Emergency or Special Leave

1. Permanent employees shall be given time off with pay or with part pay, as the case dictates, when they are required to perform emergency civilian duty in relation to national defense or other emergency declared by the Governor of New Jersey or the President of the United States.

2. In the event of weather conditions which necessitate the closing of the Municipal Offices, announcements of such closing will be made over radio station WMTR (1250 AM) between the hours of 6:30 a.m. and 8:30 a.m.

3. If an employee cannot report to work due to severe weather conditions, the absence will be charged to accumulated vacation leave.

4. Employees may use personal days or vacation days for the observance of religious holidays.

5. Procedure:

a. Employees must report emergency absences to their Department Head or the Town Administrator's office as appropriate.

b. Employee absence due to inclement weather must be reported within fifteen minutes after the normal work day starting time.

ARTICLE XXVII
Outside Employment

Full-time employees of the Town of Boonton may engage in outside employment if:

1. They maintain the Town of Boonton as their primary employer; and

2. Such employment does not conflict with their duties or their position as an employee of the Town.

ARTICLE XXVIII
Personal Property

The Town will reimburse an employee for personal items damaged in the line of duty if such damage is not the fault of the employee.

ARTICLE XXIX
Release Time for Volunteers

The Town shall recognize any employee who is a volunteer member of the Boonton Fire Department and/or Boonton Kiwanis Ambulance and allow release time to him/her to respond to emergency calls during working hours.

ARTICLE XXX

Longevity

1. All employees receiving permanent status before May 16, 1988, are eligible for longevity.
2. In addition to base pay, qualified employees shall be entitled to compensation for longevity of service based on a calendar year in accordance with the following schedule:

1 through 3 years	0% of base pay
Beginning of 4 through 7 years	2% of base pay
Beginning of 8 through 11 years	3% of base pay
Beginning of 12 through 15 years	4% of base pay
Beginning of 16 through 19 years	6% of base pay
20 years and thereafter	7% of base pay

3. Longevity shall be included in base pay for the purpose of calculating pension benefits, but not for the purpose of calculating base salary or for any other purpose.
4. No administrative employee hired on or after May 16, 1988, will be entitled to longevity payments.

ARTICLE XXXI

Fully Bargained Provision

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXII

Separability and Savings

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIII
Civil Service Provision

Nothing herein shall be construed to deny any individual his rights under Department of Personnel Law and Regulation, Title 11A, and the revised Department of Personnel Rules, Title 4A.

The Town shall provide employees with information for enrollment in the Public Employees Retirement System.

ARTICLE XXXIV
Personnel Records

1. Policy: The Department of Administration will maintain adequate personnel records for each employee of the Town of Boonton. These records shall include: dates of appointment and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amount of leave accrued and used; and a record of the employee's training and other related matters. The records are confidential and are available only to the employee or to his/her Department Head on a need-to-know basis. Employees are entitled to review the contents of their personnel folder but not that of other employees.

2. Procedure: Employees wishing to see their personnel folder will contact the Town Administrator for an appointment in advance. Any such review of personnel folders by the employee will be done in the presence of the Town Administrator. Employees are not permitted to take personnel folders outside of the Town Administrator's office or to remove documents from this folder.

ARTICLE XXXV
Personnel Policy and Procedure Manual

The Association hereby recognizes the Personnel Policy and Procedure Manual (as supplemented and amended), adopted by the Mayor and Board of Aldermen on December 5, 1988, as the detailed method for implementation of Town Policy for all employees. To the extent the Personnel Policy and Procedure Manual contradicts any of the provisions of the collective bargaining agreement, the collective bargaining agreement is the prevailing and controlling document.

ARTICLE XXXVI
Public Safety Telecommunications Operator Work Schedule

Nothing in this agreement prohibits or limits the discretion of management to change the work schedule for Public Safety Telecommunications Operators if necessary. Any changes would be in accordance with the contractual agreement and the Fair Labor Standards Act. (FSLA)

ARTICLE XXXVII
Duration of Agreement

1. The Agreement shall be for **five (5) years commencing January 1, 2009 and terminating December 31, 2013.**

2. This Agreement shall continue in full force and effect until a successor agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Boonton, New Jersey, on this _____ day of **April**, 2009.

ATTEST:

TOWN OF BOONTON
MORRIS COUNTY, NEW JERSEY

Cynthia Oravits, Clerk

By: _____
Cyril Wekilsky, Mayor

ATTEST:

MORRIS COUNCIL NO. 6, N.J.C.S.A.
(WHITE COLLAR)

By: _____
Elizabeth Sutula, President