

FINAL

2426

COLLECTIVE BARGAINING AGREEMENT

Between

Town of Boonton

Morris County, New Jersey

and

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

January 1, 1994 through December 31, 1996

Table of Contents

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT	2
1	RECOGNITION	2
2	NEGOTIATION PROCEDURES	2
3	ASSOCIATION REPRESENTATIVES	4
4	GRIEVANCE PROCEDURE	5
5	NO-STRIKE PLEDGE	7
6	NON-DISCRIMINATION	8
7	DEDUCTION FROM SALARY	9
8	MANAGEMENT RIGHTS	9
9	SALARIES AND WAGES	10
10	EDUCATIONAL BENEFITS	11
11	HOURS, OVERTIME AND COMPENSATORY TIME	11
12	HOLIDAYS	12
13	HEALTH, MEDICAL AND LIFE	14
14	DEATH BENEFITS	15
15	SICK LEAVE	16
16	WORKERS' COMPENSATION	16
17	UNEMPLOYMENT COMPENSATION	17
18	RESIGNATION	17
19	PERSONAL DAYS	17
20	BEREAVEMENT LEAVE	18
21	VACATION	19
22	MATERNITY LEAVE	19
23	MILITARY LEAVE	20
24	JURY DUTY LEAVE	20

Table of Contents
(Continued)

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
25	EMERGENCY OR SPECIAL LEAVE	21
26	OUTSIDE EMPLOYMENT	22
27	PERSONAL PROPERTY	22
28	RELEASE TIME FOR VOLUNTEERS	22
29	LONGEVITY	22
30	FULLY BARGAINED PROVISION	23
31	SEPARABILITY AND SAVINGS	23
32	CIVIL SERVICE PROVISION	23
33	PERSONNEL RECORDS	24
34	PERSONNEL POLICY AND PROCEDURE MANUAL	24
35	DURATION OF AGREEMENT	25
	SIGNATURE PAGE	26
	SCHEDULE "A"	27

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

PREAMBLE

THIS AGREEMENT entered into this __ day of December, 1994, 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 dispatchers 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.

**ARTICLE II
Negotiation Procedures**

1. 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.

2. The parties hereto shall commence negotiations for subsequent contracts on or about September 15th of the calendar year in which an agreement expires.

All proposals and counter proposals shall be in writing.

3. All meetings between the parties for the purpose of negotiations shall be scheduled based on the availability of the parties. When the parties mutually determine that a meeting shall be scheduled during the work day, the employees involved shall be excused from their duties and shall suffer no loss of pay.

4. 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.

5. 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.

6. 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 which 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 and Wages

1. **There will be a 3-3/4% across-the-board increase on each employee's base salary retroactive to January 1, 1994. Effective January 1, 1995, there shall be a 4%**

across-the-board increase on base salaries, compounded. Effective January 1, 1996, there shall be a 4% across-the-board increase on 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.

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 work week of thirty six and one quarter hours ($36\frac{1}{4}$) shall continue for the life of this Agreement, except for Police Communications operators, who shall work a regular thirty-six and one-quarter ($36\frac{1}{4}$) hour work week with one and one-quarter ($1\frac{1}{4}$) hours overtime for dinner.

2. Employees who work in excess of thirty six and one quarter ($36\frac{1}{4}$) hours shall receive compensatory time at a rate of one and one-half ($1\frac{1}{2}$) 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 time frame, 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
Lincoln's Day	Veteran's Day
Washington's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence 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. In addition to the enumerated holidays, the employees shall receive any special unscheduled holidays declared by the Mayor on a one-time basis.

3. 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.

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

5. 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.

6. 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 work more than twenty (20) hours per week are eligible for full participation in Blue Cross/Blue Shield and Major Medical Plans. The Town shall provide advance written notice to the association of any plan change.
- b. **Members covered by this agreement agree to pay through payroll deductions a yearly contribution for health insurance premiums provided either the employer no longer obtains coverage through the State Health Benefits Plan or State regulations are revised to permit such contributions. 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 present plan.**

The contribution rate would be as follows:

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Single Coverage	\$200	\$200	\$200
Family Coverage	\$250	\$250	\$250

- 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 for the employee, his 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 spouse will be required to sign up for parts A and B of the medicare program paid by the Town.
- e. The Town shall continue to provide the dental insurance presently in existence (or equivalent coverage) at the employee's sole expense with no contribution by the Town.
- f. The Town shall provide the group life insurance plan available under the New Jersey Employees Retirement System or equivalent coverage.

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. 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. All current and future employees shall be allowed to accumulate a maximum of 200 days at a rate of \$40.00 per day. Any employee who has accumulated frozen sick days before August 6, 1991, will be compensated as per our previous contract, and this accrual will be included in the 200 maximum days. Any sick days from August 6, 1991 to the signing of the contract will not be accrued for compensation. Notice of retirement to be given at least 90 days prior to actual retirement. No employee with less than twenty-five (25) years of service shall receive any compensation under this section.**

ARTICLE XVI
Workers' Compensation

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

ARTICLE XVII
Unemployment Compensation

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

ARTICLE XVIII
Resignation

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

ARTICLE XIX
Personal Days

1. Any full time or permanent part-time employee may trade two (2) sick days for one (1) personal day. During any one calendar year, there will a maximum of five (5) personal days that can be utilized by an employee. Personal days are not cumulative.

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 XX
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.

ARTICLE XXI
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 as follows:
 - i. Up to 1 year of service - 1 day for each month of service.
 - ii. 1 year and up to 7 years - 12 working days.
 - iii. 8 years and up to 12 years - 15 working days.
 - iv. 13 years and up to 17 years - 20 working days.
 - v. After 17 years - 25 working days
 - b. Permanent, part-time employees will receive vacation leave in accordance with the following formula:

$$\frac{\text{Hours worked per week}}{36 \frac{1}{4} \text{ hours}} \times \frac{\text{Vacation days per year for full-time employees in accordance with years of service}}{1}$$

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 XXII
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 XXIII 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 XXIV 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 XXV
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 XXVI
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 XXVII
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 XXVIII
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 XXIX
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 XXX
Fully Bargained Provision

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which 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 XXXI
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 XXXII
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 XXXIII
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 XXXIV
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 XXXV
Duration of Agreement

1. The Agreement shall be for **three (3) years** commencing **January 1, 1994** and **terminating on December 31, 1996**.
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 December, 1994.

ATTEST:

**TOWN OF BOONTON
MORRIS COUNTY, NEW JERSEY**

Ann Marie Fitch, Clerk

By: _____
Robert K. Looker, Board President

ATTEST:

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

By: _____
Betty Lisovsky, President

SCHEDULE "A"

BASE SALARY

	NAME	1993	1994	1995	1996
	Elizabeth Bonsiewich	20,500	21,269	22,120	23,005
* (4)	Patricia Fichtner	30,552	31,698	32,966	34,285
	John Fila	20,293	21,054	21,896	22,772
	Andre Gibson	18,500 (A)	19,194	19,962	20,760
	Marilyn Heddy	11.56/hr	11.99/hr	12.47/hr	12.97/hr
	Carol Kohut	9,360	9,711	10,099	10,503
	Janet LaChance	19,000	19,713	20,502	21,322
	Marianne Marcello	10.13/hr	10.51/hr	10.93/hr —	11.37/hr —
* (7)	Janet Marhefka	25,359	26,310	27,362	28,456
* (3)	Doris McKnight	17,163	17,807	18,519	19,260
* (2)	Kevin Osborne	21,665	23,152 (B)	24,078	25,041
* (3)	Richard Osborne	34,354	35,642	37,068	38,551
	Linda Pollina	19,873	20,618	21,443	22,301

*Longevity Percentage To Be Added.

(A) Pro-rated from 8/9/93 -Date of Hire

(B) Includes promotional increase effective 3/16/94