

# **AGREEMENT**

**Between**

**Town of Boonton  
Morris County, New Jersey**

**and**

**TOWN OF BOONTON ASSOCIATION  
OF STREET AND WATER EMPLOYEES**

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**January 1, 2017 through December 31, 2019**

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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_, 2018 between the MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF BOONTON, a municipal corporation of the State of New Jersey, with offices at 100 Washington Street, in the Town of Boonton, Morris County, New Jersey (hereinafter referred to as the "Town") and the TOWN OF BOONTON ASSOCIATION OF STREET AND WATER EMPLOYEES (hereinafter referred to as the "Association"),

WITNESSETH:

WHEREAS, the Town and Association have met and negotiated the terms and conditions of the employment of employees of the Street and Water Departments of the Town of Boonton; and

WHEREAS, the parties have mutually agreed upon the terms and conditions of a new contract which is to begin on January 1, 2017 and continue until midnight December 31, 2019.

NOW, THEREFORE, in the consideration of the mutual promises, covenants and agreements between the parties that are herein contained, the parties agree as follows:

## **SECTION 1: CONTRACT**

This Agreement represents the complete and final understanding on all bargainable issues between the Town and the Association.

## **SECTION 2: RECOGNITION**

The Town hereby recognizes that the Town of Boonton Association of Street and Water is the bargaining agent for the Water and Street Department employees for the purpose of negotiations and agrees that this organization is the exclusive bargaining agent for said employees.

## **SECTION 3: DURATION OF THIS AGREEMENT**

A. It is intended by all of the parties hereto that this Agreement shall cover all matters pertaining to employment, wages, salaries, hours and working conditions concerning the employees of the Water and Street Divisions of the Town of Boonton Public Works Department (hereinafter referred to as the "Association"). This Agreement is effective January 1, 2017, and shall cover the years 2017, 2018 and 2019. This said Agreement is to terminate at midnight on December 31, 2019.

B. Negotiations for the new contract which is to begin on January 1, 2020 shall commence no later than November 1, 2019.

## **SECTION 4: CIVIL SERVICE CLASSIFICATIONS**

All employees shall be assigned primarily to the job classification for which each employee has been rated or assigned. No person is to replace or do the job for which they are not classified except on a temporary basis.

## **SECTION 5: THE WORKING PERIOD**

A. It is agreed by the parties hereto that the employees of the Association are employed on the basis of a five (5) day, forty (40) hour week term, which period shall run from Monday through Friday and shall involve a work period each day of eight (8) hours.

B. The working hours shall be Monday through Friday 7:00 a.m. – 3:30 p.m. There shall be a fifteen (15) minute break from 9:00 a.m. to 9:15 am. There shall be a one-half (1/2) hour lunch between 12:00 p.m. (noon) and 12:30 p.m.

C. The DPW Director may vary the times for the lunch period if required in order to efficiently perform the work of the Departments.

## **SECTION 6: HOURLY WAGES AND OVERTIME**

A. All wages shall be paid hourly wages and overtime in accordance with pay periods designated in the annual salary ordinance.

1. Salary Increases as follows:

Effective and retroactive to January 1, 2017 – 2.0%

Effective and retroactive to January 1, 2018 – 2.0%

Effective January 1, 2019 – 2.25%

B. Employees who work in excess of forty (40) hours per week shall receive compensatory time or overtime at a rate of one and one-half (1 ½ ) times his/her hourly rate of pay. Sick leave shall not count as hours worked for overtime calculations in accordance with the FLSA. (i.e. If employee calls out sick for an eight (8) hour day during the workweek and works two (2) hours of overtime the following day, the two (2) hours of overtime shall be paid out at straight time). (i.e. If employee calls out sick for an eight (8) hour day during the workweek and works ten (10) hours of overtime on the weekend, the first eight (8) hours of overtime shall be paid out at straight time and the remaining two (2) hours shall be paid at the overtime rate of time and one-half.) Personal days shall count as hours worked for overtime calculations in accordance with the FLSA.

C. All employees called back into work for a callout shall be paid for overtime worked in any twenty four (24) hour period a minimum of three (3) hours between 3:30 p.m. to midnight and four (4) hours between midnight and 7 a.m. Monday – Friday, Saturday, Sunday and Holidays will continue to be paid on a 4 hour call out basis.

D. Main Street, Boonton will have street cleaning, weather permitting, starting at 6:00 a.m., two days per week.

E. Regular employees shall be offered an opportunity to perform overtime work before such opportunity is offered to part-time employees with the exception that the Town may hire temporary non-union employees to assist in performing work, but not to eliminate regular employees. Overtime shall be distributed as equitably as possible among the regular employees. The Town will establish rotating overtime lists (based on seniority) for both the Water and Streets Divisions, which will be utilized for the equitable distribution of overtime opportunities unless special skills are required (e.g. mechanic work).

F. Employees may bank up to a maximum of forty (40) hours of compensatory time in lieu of being paid overtime. Any banked compensatory time earned in a given calendar year must be used by December 31<sup>st</sup> of the following calendar year. Banked compensatory time to be paid out at the end of the calendar year and the compensatory time bank shall be zeroed out.

G. Compensatory Time:

When an employee seeks to use compensatory time in an increment of less than eight (8) hours, the employee shall provide as much notification as possible. When an employee seeks to use

compensatory time in an increment of eight (8) hours or more, the employee shall provide at minimum a twenty-four (24) notice. Compensatory time to be permitted to be used in one (1) hour blocks.

**SECTION 7: LONGEVITY**

A. Employees receiving permanent status before January 1, 1990 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

Longevity shall be included in base pay for the purpose of calculating pension benefits.

B. Employees hired on or after January 1, 1990 shall be entitled to compensation for longevity of service based on a calendar year in accordance with the following schedule:

Completion of ten (10) years of service with the Town	\$1000
Completion of twenty (20) or more years of service with the Town	\$2000

Longevity shall be retroactive to January 1, 2017. Longevity shall be paid out in a stipend and not be part of the pensionable base pay. Longevity shall be paid each year in November. Therefore, any new employees to longevity will need to wait until November of their first qualifying year to receive the payment.

**SECTION 8: SENIORITY**

A. In determining the number of years of service of an employee, the year in which the employee was hired shall be considered as one (1) full year if hired between January 1 and June 30 of that year. If the employee is hired between July 1 and December 31 of a year, then the number of years of service of an employee shall be considered as one (1) full year on December 31 of the following year. This shall be effective for all employees hired after January 1, 2000.

B. Any layoff or recall and vacation requests shall be granted on the basis of seniority and all employees laid off shall be placed on a rehire list in priority order and the first employee laid off shall be the first to be rehired on the priority list.

**SECTION 9: SICK LEAVE, BEREAVEMENT LEAVE, INJURY IN THE LINE OF DUTY AND ACCIDENT REPORTS**

**SICK LEAVE**

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 (3) full consecutive days.

C. Upon retirement, after twenty five (25) years of service, each employee shall be paid on the following basis:

1. Thirty dollars (\$30.00) per day for all unused sick leave earned up to December 31, 1982.
2. Forty dollars (\$40.00) per day for all unused sick leave earned starting January 1, 1983.
3. Any Street or Water Department employee hired after January 1, 1983 shall be reimbursed for accumulated sick leave at the rate of forty dollars (\$40.00) per day up to a maximum of two hundred (200) days.

The sum shall be paid in one (1) lump sum no later than thirty (30) days after effective date of retirement or upon the death of the employee before retirement to his beneficiary.

\*\*An employee intending to retire from the Town of Boonton needs to notify the Town by February 1 of each year in order to receive their sick time cash payout in that year.

D. The Town may require any employee who has been absent due to personal injury occurring from employment other than for the Town of Boonton, to submit to an examination by a physician designated by the Town and at its expense. Such examination shall establish whether the employee is capable of performing his normal duties and that his health will not jeopardize the health of other employees.

**E. Sick Leave Incentive Payments**

For employees hired on or after May 21, 2010, sick leave incentive pay will be paid to each employee based upon the number of sick days used by the employee. Payments will be made according to the following schedule:

Number of Sick Days Used:	Amount of Incentive Payment:
0 Days	\$1000
1 Day	\$850

2 Days	\$700
3 Days	\$550

**BEREAVEMENT LEAVE**

A. In the event of the death of a member of an employee's family, he shall be granted three (3) days off with no loss in pay. Family shall be defined as spouse, father, mother, grandparent, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law. Such days shall be non-cumulative and not considered as part of sick leave entitlement, or vacation or holidays, or charged against the employee in any other way.

B. For the death of a grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of burial only shall be granted without loss of pay.

C. Exceptions to this provision may be made at the discretion of the Town Administrator.

**INJURY IN THE LINE OF DUTY**

A. In the event an employee is injured in the course of performing his duties as an employee of the Town, his absence will not be deducted from his sick time benefits.

B. During such absence, the Town will pay said employee the difference between the benefits he has received for Worker's Compensation payments or other similar disability benefits, at the wage rate as per contract. After fifty (50) working days, the Town shall have the right at its expense, to require the employee to submit to examination from time to time by a physician of its choice to verify the inability of said employee to perform his normal duties.

**ACCIDENT REPORTS**

An employee injured during the course of the performance of his duties shall contact his/her supervisor immediately. The supervisor will then contact the Town Clerk's Office with the date, time, place and nature of the injury. A nurse from the managed health care provider will be assigned to the case and the nurse will decide where you should go and what action should be taken. If the injury is an emergency, the employee will go directly to the emergency room and the managed health care provider will be contacted after the fact.

**SECTION 10: TERMINAL LEAVE**

Policy: The N.J. Department of the Treasury, Division of Pensions, has directed in connection with the "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.





By way of further example:

If employee uses all 225 total accumulated days to calculate his/her terminal leave, the employee must give back 1/3 of 225 or 75 leaving the employee 150 days of terminal leave.

An employee hired after January 1, 2000, will only be permitted to use a maximum of one hundred (100) days of accumulated vacation and sick hours toward terminal leave.

- C. All employees employed after May 21, 2010 shall be capped at a maximum of \$15,000 of accrued sick leave for use as terminal leave upon retirement from the Town in accordance with N.J.S.A. 40A: 9-10.4. .

#### **SECTION 11: MEDICAL INSURANCE**

- A. The Employer herein agrees to furnish hospital, surgical and medical expenses benefits to all eligible employees and their dependents under the terms and conditions of the New Jersey State Health Benefits Program Act 52:14-17.25 et. seq. Part time employees hired after January 1, 2014 and who work thirty five (35) hours per week are eligible for full participation in the Town's health benefits program. Seasonal employees are not eligible to receive health benefits. Employees shall contribute to his/her health benefits in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011.
- B. The Town reserves the right to change carriers on any of the medical plans provided that benefits to the employees are not reduced.
- C. In the event the Town should provide new or improved insurance benefits for its other employees and the wage and economic benefits provided said other employees exceeds the economic package (inclusive of wage and economic benefits) provided the Public Works in any year of this Agreement then, Employees covered by this Agreement shall be entitled to re-open negotiations with respect to the new or improved insurance benefits.
- D. Prior to the Town's implementing new coverage, the Town agrees to consult with a representative of the Association.
- E. Upon retirement after twenty five (25) years of service, an employee will be carried on the existing health insurance plan for the employee, his spouse and family, provided the employee is not eligible to receive such benefits from any other source.

- F. After 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 for by the Town, except that the Town will no longer reimburse for Medicare B for active employees and their spouses.
- G. If desired by the employee for dental coverage, the employee will pay one half (1/2) of the Dental Plan (Program A) and the employer, the Town of Boonton, will pay one half (1/2) the cost of the plan.
- H. 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 resource. The Town will pay to a member who waives the right to medical benefits provided under the contract, twenty five percent (25%) or \$5,000.00, whichever is less, 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.

## **SECTION 12: DEATH BENEFITS**

The estate of each employee shall be paid a death benefit of three (3) times the annual salary earned by a deceased employee at the time of his death in accordance with the terms of an insurance policy which has been issued to the Town.

## **SECTION 13: CLOTHING ALLOWANCE**

- A. Each employee shall be entitled to a \$790.00 clothing allowance to purchase proper clothing to be used while working for the Town. The clothing or work shoes purchased shall be with the Town's specifications as to said clothing. Said allowance shall be paid upon the presentation of a receipt, voucher or other document proving the purchase of same.
- B. No new uniforms shall be required of all the employees in which the style and/or color are changed except at the beginning of each year. However, if any such changes are anticipated, the employees shall be notified at least three (3) months prior to the new contract year so that the employees do not purchase clothing which cannot be used on the job. The Town agrees to request ideas both as to style and color from the employees prior to making any such change.

**SECTION 14: EDUCATION BENEFITS & LICENSES**

**EDUCATION BENEFITS**

The Town will reimburse the employees for the cost of books and tuition expenses for any job-related courses of study upon successful completion by the employee of said course and submission of proof of satisfactory completion.

**LICENSES**

Employees are encouraged to obtain licenses that are beneficial to the Public Works Department operations. To that end, employees who obtain and maintain such licenses shall be entitled to salary supplements for the level indicated in the following schedule:

<b>License</b>	<b>Supplement</b>
Water Distribution:	
W1	\$500
W2	\$1,000
Water Treatment:	
T1	\$500
T2	\$1,000
T3	\$1,500
Wastewater Collection:	
C1	\$500
C2	\$1,000
Grounds keeping,	
Pesticide handling	\$500
Fertilizer license	\$500

\* Salary supplements shall be discontinued whenever such licenses lapse or otherwise become invalid. Payments shall resume upon reinstatement or re-certification.

**SECTION 15: SALARY GUIDE**

The Salary Guide contained in Schedule One attached hereto and made part hereof shall be in effect for the duration of this contract and shall apply to all employees.

If any employee is promoted to a different job title, they will be placed in the same step in the new job title upon certification by the Civil Service Commission.

**SECTION 16: VACATION**

A. Vacations shall be scheduled by the Department Superintendents and shall be available as follows:

1. 12 working days after 1 year employment
2. 15 working days after 5 years employment
3. 20 working days after 10 years employment
4. 25 working days after 15 years employment

All employees hired after January 1, 2000 a year of employment shall be defined as it is in Section 8: Seniority, Item A.

B. Vacation days may be taken on days preceding or following holidays or long weekends with prior approval of the respective Superintendent.

C. Vacation in excess of two (2) consecutive weeks shall not be granted without the prior approval of the Director of Public Works and the appropriate committee of the Board of Aldermen.

D. Vacations shall be granted to employees at times requested subject only to true emergency work and conflicts between employees' requests. No vacation may be canceled once approved, except for the existence of a true emergency, without the consent of the employees. Such cancellation can only take place upon the action of the particular municipal committee responsible for the department in which the employee works. Vacation days may be carried for not more than one (1) year beyond the year in which they were originally allocated unless vacations are canceled by the Town due to an emergency, in which case the employee shall be paid for the unused vacation time.

**SECTION 17: HOLIDAYS**

A. Employees shall be entitled to the following thirteen (13) paid holidays per year:

- |                         |                                 |
|-------------------------|---------------------------------|
| New Year's Day          | Labor Day                       |
| Martin Luther King, Jr. | Columbus Day                    |
| Presidents' Day         | Veterans Day                    |
| Good Friday             | Thanksgiving Day & Friday after |
| Memorial Day            | Christmas Eve                   |
| Independence Day        | Christmas Day                   |

B. Employees called in to work on a holiday will receive regular pay, plus time and one half (1 1/2) for hours worked. Employees to receive overtime for seven (7) major holidays if an employee calls out sick that week. The major holidays are as follows:

- New Year's Day
- President's Day

- Memorial Day
- July 4th
- Thanksgiving Day
- Christmas Eve
- Christmas Day

C. Request for an exchange of holidays shall be submitted through the DPW Director of the designee of the Mayor and Board of Aldermen at least one (1) month in advance. The Mayor and Board of Aldermen have the right to reject such request.

## **SECTION 18: GRIEVANCE PROCEDURES**

A. Definition: A "grievance" within the meaning of this procedure shall be defined as any difference or dispute between the Town and employee covered by this Agreement with respect to the interpretation, application or alleged violation of any of the provisions of this Agreement.

B. To provide for the expeditious and mutually satisfactory settlement of grievances, which may arise with respect to the interpretation of application of this Agreement, the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his DPW Director or Supervisor or his designated representative either directly or through the Association for the purpose of resolving the matter informally within ten (10) days of the event causing the grievance.

Step 2. In the event the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of the grievance, a written grievance may be filed with the Town Administrator, who shall meet with the employee and/or the Association officers or designated representative within five (5) working days of the filing of the written grievance. A decision thereon shall be rendered in writing within five (5) working days after the meeting.

Step 3. If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five (5) working days after the holding of such meeting, the matter may be referred by the Association or individual to the Mayor and Board of Aldermen of the Town of Boonton, who after filing the said grievance in writing with the Clerk of the Town, shall be given a hearing before the Mayor and Board of Aldermen within ten (10) working days after the date of such filing.

Step 4. If the aggrieved employee and/or the Association is not satisfied with the disposition of the grievance in Step 3, or if no decision has been rendered within eight (8) working days after the holding of such meeting, the matter may be referred by the Association to remedies provided by the Civil Service Act.

A. Referral to Civil Service shall be made within fifteen (15) days of the receipt of the written decision or from the date said decision would be due.

B. If the appeal to Civil Service is not taken within the aforesaid time period, the decision rendered in Step 3 will be deemed final and binding.

C. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

D. No meeting where under any steps of the procedure shall be public unless the parties mutually agree to do so in writing.

E. Any employee may be represented by himself or a representative selected and approved by the Association.

F. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations.

G. In matters of discipline or discharge, the parties may mutually agree to waive the first step of the grievance procedure and proceed immediately to Step 2 or 3.

H. No charge shall be made against an employee unless it is first reduced in writing and served upon the employee so charged. The charge shall set forth the exact nature and facts surrounding the charges. No information concerning the charges shall be released to the newspapers or news media until the employee has had a hearing and has been found guilty of the charges against him in accordance with the terms of this agreement or except as otherwise provided by law.

I. Any employee who has been charged with any violation of any of his duties owed to the municipality shall first be charged, tried and convicted and all appeal times on his grievance procedure shall run before any fine or suspension may be actually imposed upon the individual employee.

## **SECTION 19: FIRE EMERGENCIES, TIME CLOCK AND ADDED BENEFITS**

### **FIRE EMERGENCIES**

All firemen who are employees shall have the duty as an employee to respond to any fire call or emergency call in which the Fire Department is involved as an employee of the Town. The employee shall stay at the scene of the emergency until the Chief of the Fire Department or Ranking Officer present shall determine that their services are no longer needed and such members shall then return directly to the job site at which they were working or to the supervisor or foreman for reassignment.

Employees will be covered under the existing Town insurance policy while the employees are working for the Town.

#### TIME CLOCK

All employees shall record their attendance at work by punching a time clock at the time of arrival and departure from work. No employee shall punch the time card of another employee under any circumstance.

#### SHORT PANTS

Supervisors of the respective divisions of the Public Works Department may permit their employees to wear short pants consistent in appearance and material type with their regular summertime uniforms, but only after determining that wearing short pants will not interfere with efficient operations and does not pose a safety risk to the affected employees. Employee may not wear short pants without their supervisors' express permission.

#### **SECTION 20: PERSONAL DAYS**

In any calendar year, an employee may use up to three (3) days of his accumulated sick leave as personal leave on a one-for-one basis. Further, each employee will be afforded one (1) additional personal day.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and affixed their corporate seals the day and year first above written.

ATTEST:

MAYOR AND BOARD OF ALDERMEN  
OF THE TOWN OF BOONTON

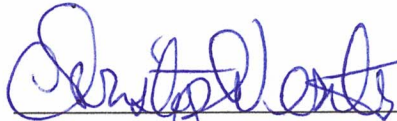
  
\_\_\_\_\_  
Cynthia Oravits, Clerk

By:   
\_\_\_\_\_  
Matthew DiLauri, Mayor

ATTEST:

TOWN OF BOONTON ASSOCIATION OF  
STREET AND WATER EMPLOYEES

\_\_\_\_\_

By:   
\_\_\_\_\_  
Christopher Venturini, President

  
\_\_\_\_\_  
Brian Drake, Vice-President