

# **COLLECTIVE BARGAINING AGREEMENT**

**Town of Boonton Board of Health**

**and**

**MORRIS COUNCIL NO. 6, N.J.C.S.A., I.F.P.T.E, AFL-CIO**

---

January 1, 2006 through December 31, 2008

---

# Table of Contents

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	3
1	RECOGNITION	3
2	NEGOTIATION PROCEDURES	3-4
3	ASSOCIATION REPRESENTATIVES	4
4	GRIEVANCE PROCEDURE	4-6
5	NO-STRIKE PLEDGE	6-7
6	NON-DISCRIMINATION	7
7	DEDUCTION FROM SALARY	7-8
8	MANAGEMENT RIGHTS	8
9	SALARIES & WAGES	9
10	EDUCATIONAL BENEFITS	9
11	HOURS, OVERTIME AND COMPENSATORY TIME	9-10
12	HOLIDAYS	10-11
13	HEALTH, MEDICAL AND LIFE	11-12
14	DEATH BENEFITS	12
15	SICK LEAVE	12-13
16	WORKERS' COMPENSATION	13
17	UNEMPLOYMENT COMPENSATION	13
18	RESIGNATION	13
19	PERSONAL DAYS	13-14
20	BEREAVEMENT LEAVE	14
21	VACATION	15-16
22	MATERNITY LEAVE	16
23	MILITARY LEAVE	17
24	JURY DUTY LEAVE	17
25	EMERGENCY OR SPECIAL LEAVE	17-18
26	OUTSIDE EMPLOYMENT	18
27	PERSONAL PROPERTY	18
28	RELEASE TIME FOR VOLUNTEERS	18
29	LONGEVITY	18-19
30	FULLY BARGAINED PROVISION	19
31	SEPARABILITY AND SAVINGS	19
32	CIVIL SERVICE PROVISION	19
33	PERSONNEL RECORDS	19-20
34	PERSONNEL POLICY AND PROCEDURE MANUAL	20
35	DURATION OF AGREEMENT	20
	SIGNATURE PAGE	21
	SCHEDULE "A"	22

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

**PREAMBLE**

**THIS AGREEMENT** entered into this \_\_\_ day of November, 2005, by and between the **TOWN OF BOONTON BOARD OF HEALTH**, in the County of Morris, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Board") 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 Board of Health and the Association.

**ARTICLE I  
Recognition**

The Board hereby recognizes the Association as the exclusive negotiating agent for all full-time and part-time white collar employees, clerical employees, Public Health Nurses employed by the Town of Boonton Health Department.

**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 Board, and shall be signed by the Board and the Association. The signature by the Association of the contract shall be pursuant to authorization received from the membership and the Board 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 after business hours.

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 Board 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 Board 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 Board 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 Board facilities or premises, it will request such permission from the appropriate Board representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Board government or normal duties of the employees. This privilege shall be so exercised as to keep at a minimum time lost thereby to the Board.

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

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 Board.

### **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 Board

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 Health Officer, 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 Health Officer. 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 Health Officer shall be served within ten (10) days after receipt of the decision of the Department Head. The Health Officer shall arrange to meet with the aggrieved person and attempt to adjust or resolve such grievance. The Health Officer 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 Health Officer's decision, notify the Health Officer, 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 Board 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 Health Officer 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 Board 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 Board. 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 Board 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 Board.
4. Nothing contained in this agreement shall be construed to limit or restrict the Board 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 Board 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 Board 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 Board written notice thirty (30) days prior to the effective date of such change.

3. The Association will provide the necessary check-off authorization form and the Association will secure the signature of its members on the forms and deliver the signed forms to designated Board officials. The Association shall indemnify, defend and save the Board 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 Board in reliance upon the salary deduction authorization cards submitted by the Association to the Town.

4. The Board agrees to the implementation of Agency Shop in accordance with N.J.S.A. 34:13A-5.5.

### **ARTICLE VIII Management Rights**

1. The Board 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 Board 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 Board.



**ARTICLE IX**  
**Salaries and Wages**

There will be a 4.0% across-the-board increase on each employee's base salary effective January 1, 2006. Effective January 1, 2007, there shall be a 3.75% across-the-board increase on base salaries, compounded. Effective January 1, 2008, there shall be a 3.75% 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 Board of Health 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 Health Officer.

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

**ARTICLE XI**  
**Hours, Overtime and Compensatory Time**

1. A work week 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 Board, 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 Health Department 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 Health Officer. 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 Health Officer 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
Presidents' 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. 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.

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 Board of Health:

- a. The Board 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 Board 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 Board 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. If the Town changes its health benefit carrier and experiences a savings because of said change, no yearly contribution shall be required of the Association's members for the duration of the contract.
- 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 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, 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.

#### **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. 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 said Personnel Policy.

**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 Board at least fourteen (14) days written notice shall receive accrued vacation 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 Board of Health or the scheduling requirements of the Department.

3. The Town of Boonton Board of Health 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 Health Officer along with the Department head's written recommendation as to whether the request should be granted.
- iii. The Health Officer will consult with the Mayor and Board of Aldermen concerning the employee's request for a leave of absence without pay. The Health Officer 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.
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 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 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. Any vacation days earned before January 1, 2003 shall be in accordance with the schedule in the prior contract.
  - c. 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.
  - a. The anniversary date of full-time employment with the Town of Boonton will determine the number of years of service for vacation purposes.
  - b. Requests for vacations shall be made in writing to the Department Head. Employees should schedule their vacation with their Department Head at least two weeks in advance.
  - c. Vacations shall be approved by the Department Heads in accordance with the best interest and needs of the Town of Boonton Board of Health.
  - d. If a conflict should occur when several employees desire the same time off, length of service in the department shall prevail. However,

- in any instance proper staffing of the units of the department must take precedence over all considerations scheduling vacations.
- e. Advance salary for vacation leave: 1) may be paid upon request to the Finance Department; 2) requests are to be made at least one week prior to the submission of payroll sheets; 3) advance salary will be paid prior to the scheduled vacation.
  - f. Accrued vacation leave shall be compensated for upon the separation of an employee, either voluntarily or involuntarily, from the Town of Boonton Board of Health service, unless the employee terminates service without giving two weeks notice to the Department Head and the Health Officer.
  - g. Vacation time for all employees must be utilized on the basis of one-half day or a full work day off rather than on an hourly basis.
  - h. Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.
  - i. Vacation days may be taken on days preceding or following holidays or long weekends with prior approval of the respective Department Head.
  - j. Vacations in excess of two consecutive weeks shall not be granted without the prior approval of the respective Department Head.
  - k. Vacation days may be carried for not more than two (2) years, the current year and the following year, unless vacations have been canceled by the Board due to emergencies, in which case the employee shall be paid for the unused vacation time.

## **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 Board 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 Board. Compensation, excluding travel monies, the employee receives as a juror shall be returned to the Board.

2. An employee who is subpoenaed as a witness in a civil or criminal case not involving him in his capacity as a Board 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 Board of Health may engage in outside employment if:

- 1. They maintain the Town of Boonton Board of Health 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 Board 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 Board 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 Board 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 Board of Health. 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, 2006 and terminating on December 31, 2008.

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 November, 2005.

**ATTEST:**

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

\_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

**ATTEST:**

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

\_\_\_\_\_

By: \_\_\_\_\_  
Elizabeth Sutula, President

**SCHEDULE "A"**

**BASE PAY**

<b>NAME</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
<b>AUSTIN, STEVE</b>	\$65,207	\$67,652	\$70,189
<b>SESSA, GEORGIA</b>	\$39,354	\$40,830	\$42,361
<b>CUSICK, SHARON</b>	\$49,170	\$51,014	\$52,927