

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF NEW MILFORD**  
**AND**  
**THE NEW MILFORD PUBLIC WORKS**  
**EMPLOYEES BENEVOLENT ASSOCIATION**

**2003 - 2005**

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## AGREEMENT

THIS AGREEMENT, made this 23rd day of December, 2002, by and between the BOROUGH OF NEW MILFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "Employer", and THE NEW MILFORD PUBLIC WORKS EMPLOYEES BENEVOLENT ASSOCIATION, hereinafter referred to as the "Union" or "Association".

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

NOW, THEREFORE, it is agreed as follows:

### I. EMPLOYEES' BASIC RIGHTS

The employer hereby agrees that every full-time, non-probationary, eligible employee shall have the right to organize, join and support the Union for the purpose of engaging in collective negotiations. The employer agrees that it shall not discourage employees from such association or deprive any employee of their rights; nor shall the employer discriminate against any employee for any reason.

### II. ASSOCIATION RECOGNITION

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

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

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

(4) Newly hired employees shall be on probation for one year during which time they will be subject to dismissal without cause and will not be required to join the Union.

### **III. EXCLUSIVITY OF UNION REPRESENTATION**

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

IV. Deleted.

### **V. UNION REPRESENTATIVES**

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

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

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

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

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

### **VI. MAINTENANCE OF WORK OPERATIONS**

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

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

## **VII. PRESERVATION OF RIGHTS**

(1) The Borough of New Milford hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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

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

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

(2) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under R.S. 11:40 and 40A, N.J.S.A. 34:3A-1, or any other applicable laws.

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

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

(5) Management retains the right to change assignments when necessary.

## **VIII. DATA FOR FUTURE BARGAINING**

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

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

#### **IX. SALARIES**

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

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

#### **X. WORK DAY, WORK WEEK AND OVERTIME**

(1) The work day shall commence at 7:30 AM and shall continue until 12:00 Noon (except as noted in item (6) below) during which period a 10 minute coffee break will be provided.

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

(3) Work shall again commence at 12:30 PM and shall continue until 4:00 PM (except as noted in item (6) below) during which period a 10 minute coffee break will be provided.

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

(5) Reasonable notice shall be given to employees whenever overtime work is necessary.

(6) Winter hours will be as indicated above and be in effect from October 1 to March 31. Summer hours from April 1 to September 30 will be from 7 AM to 3:30 PM.

(7) The Borough reserves the right to modify work hours to meet changes in resident services.

#### **XI. HOURLY RATE**

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

## **XII. STAND BY TIME**

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

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

(3) In the event a designated employee is unable, for any reason, to be on standby, he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate superior within a reasonable time prior to the commencement of such standby duty. DPW Supervisor will notify Police Department and Administration of change.

(4) Each primary employee designated for standby duty shall be compensated for purely standby (i.e. on-call) time in the sum of \$200.00 for each one week period effective January 1, 2003 and 2004. Effective January 1, 2005 the standby pay will increase to \$225.00. Any personnel called out on Christmas Day, New Years Day, and Thanksgiving will receive double-time pay.

(5) Whenever an employee is called for stand-by in off hours, the employee will be guaranteed a minimum of two hour overtime.

(6) Two employees will be listed for stand-by duty on the roster. The primary standby employee receives compensation.

## **XIII. RECALL**

(1) Any employee who is called back to work after having completed his regularly scheduled shift shall be guaranteed no less than two hours of work. Employees shall be guaranteed no less than two hours of overtime when recalled after 4:00 PM and prior to 7:30 AM.

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

#### **XIV. LONGEVITY**

In addition to all wages and all payments, each Employee shall be entitled to longevity payment as set forth in Appendix "D".

#### **XV. UNIFORMS**

The present practice with regard to uniforms shall be continued. In addition \$200 will be provided each year for all employees covered under this contract for purchases from Borough approved vendor, work safety shoes and any work related clothing items. If shoes are destroyed due to work incident, the Borough will replace the shoes. Safety gloves will be provided as needed.

#### **XVI. VACATIONS**

(1) The existing vacation program and allowances shall be maintained during the term of this agreement. Unilaterally granted time-off shall extend to the members of this unit.

(2) When, in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall be used by March 31 of the following year. Exceptions to this policy may be granted by the Borough Council upon recommendation from the Administrator.

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

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

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

(6) The schedule of vacations are in accordance with Appendix "C".

## **XVII. HOLIDAYS**

(1) Effective January 1, 1985, all employees will be entitled to and will receive thirteen (13) holidays per year which, if worked, entitle the employee to time and one-half for each such holiday.

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

(3) Deleted.

## **XVIII. SICK LEAVE**

(A) An employee shall be eligible to receive fifteen (15) working days with benefits when he is unable to work due to a verifiable sickness, injury or illness. The employee shall be required to report any sickness, injury or illness as soon as practicable to his commanding officer. An Employee may reasonably be required to present proof of any sickness, injury or illness upon request of the Borough. An employee may be required to reasonably undergo any medical examination or tests required by the Borough. Relative to the above sick leave, all expenses for required examinations are to be borne by the employer. After three consecutive days sick leave, a physicians note authorizing employees return to work will be required.

(B) The employer shall make extra compensation to those employees who do not utilize their sick days by paying them on December 1 at their daily rate for one-half of the annual 15 day allotment not used during the period from December 1 to November 30 of the following year provided that the employee maintains a sick "bank" of at least 50 days for the entire period. Uncompensated days may be added to the sick bank.

Once the sick "bank" of 50 days or more is satisfied, the employee may choose the option of adding days to his/her bank up to the limit of 183 days or receiving payment as above. Option choice must be in writing to the Administrator by November 15. After 20 years of uninterrupted service, 20 days will be added to the individual employee's sick bank.

(C) If it appears to the Borough that an employee who is out pursuant to this section will probably not be able to return to work due to such sickness, injury or illness the Borough may reasonably require that the appropriate pension papers be submitted to the Pension Board on or after an absence of one (1) year due to sickness, injury or illness.

(D) An abuse of the within sick leave policy shall cause the employee to be subject to disciplinary action, including suspension and/or dismissal.

(E) Accumulation of sick days shall continue pursuant to past practice except that there shall be no limitation on the number of days so accumulated.

(F) The Mayor and Council will grant special consideration to any full time employee of the New Milford Department of Public Works for any long term illness not exceeding fifty-two (52) weeks, provided that said employee has first depleted his accumulated sick days, personal days, holidays and vacation days. The employee shall be covered under all provisions of this Agreement for this period of time, to the same extent as if he were on full time active duty.

#### **XIX. WORK INCURRED INJURY**

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

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

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

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

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

(6) An injury on duty requiring time off for treatment, recuperation or rehabilitation, shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

## **XX. BEREAVEMENT LEAVE**

(1) All permanent full time employees covered by this agreement shall be entitled to five (5) days leave with pay from date of death of a member of his immediate family.

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

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

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

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

## **XXI. LEAVE OF ABSENCE**

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

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

(3) This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used his accumulated sick and vacation

leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

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

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

## **XXII. MEDICAL COVERAGE**

Effective January 1, 2000 for new hires, the cost of premiums for dependent coverage will be shared by employees through payroll deduction based on 50% of the dependent portion of the premium. Deductions will be processed once a month on the first payroll. This provision (Section XXII) will not be valid unless the same terms are applicable to at least one other bargaining unit in the Borough of New Milford

(1) The Borough will provide and pay for a comprehensive health insurance plan, which includes in and out of network coverage, for employees covered by this agreement and their families, of the same type and in the same amounts of coverage as presently exists.

(2) Employees providing proof of alternate coverage may elect to receive one-half of the cost of municipal coverage to be paid quarterly (with deductions) and have their names removed from the insured list.

## **XXIII. DENTAL/PRESCRIPTION AND VISION CARE COVERAGE**

(a) The Borough will provide and pay for a family dental plan, family vision care and a family prescription plan.

(b) Co-pay for prescriptions is \$10 per prescription per month as computed by the prescription provider.

(c) Delete.

## **XXIV. BULLETIN BOARD**

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

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

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

## **XXV. PERSONNEL FILES**

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

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

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

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

## **XXVI. MILITARY LEAVE**

Military leave for employees training or serving with any Armed Forces of the United States will be granted for a period not to exceed 15 days. Military leave will also be granted in accordance with the laws applying in such cases for a period not to exceed 90 days for those units which are federally activated. Employees will be compensated with differential pay during military leave as approved by the Borough Council. Differential pay will be the total pay lost to the employee. New Milford base pay less military base grade pay. Employee continues to accrue longevity. However, pro-rated vacation, sick and personal days are earned for leave in excess of fifteen (15) days.

**XXVII. Delete.**

## **XXVIII. GRIEVANCE PROCEDURE**

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

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

### **(A) Step One**

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

### **(B) Step Two**

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

### **(C) Step Three**

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

### **(D) Arbitration**

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the grievance shall be referred to PERC for

the selection of an arbitrator, to decide the issue or issues. The decision of the Arbitrator shall be final and binding upon the parties.

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

#### **XXIX. DISCIPLINE**

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

(2) All decisions concerning any form of discipline or the extent thereof may be appealed to the Supervisor of the Department of Public Works and then to the Borough Administrator and then to the Mayor and Council.

#### **XXX. SAVINGS CLAUSE**

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

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

#### **XXXI. MISCELLANEOUS**

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

(2) In the event any employee of this Borough who is a member of this Association is also a member of any municipal voluntary organization (e.g. Ambulance Corps, Fire Department, etc.), and is unable to report to work at this scheduled time (or is unable to report at all) because of his duties as such a volunteer, he shall notify his superior as soon as he is reasonably able to do so. No such member shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he had reported to work and, in fact, did work his scheduled shift. It is understood that such volunteer shall report to work as soon as his volunteer duty has been completed unless he is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof. No employee shall leave the job for volunteer duty without the prior consent of the Department Head or his authorized representative. Such

decision shall not be grievable. No employee shall be penalized with respect to his volunteer status as a result of such Borough decisions.

(3) Delete.

(4) The Borough shall supply a beeper for communication purposes for the stand-by crew.

(5) Each employee shall be entitled to three (3) personal days off per year with pay.

(6) The Borough will provide a minimum of two hours in the event an employee is called out after the completion of his regular shift.

(7) Delete.

(8) Effective January 1, 1991, terminal leave for retiring employees covered under this contract shall be calculated as follows:

A. 5 years of service or less = 25% of bank, maximum 35 days.  
6-10 years of service = 35% of bank, maximum 75 days.  
11-15 years of service = 50% of bank, maximum 100 days.  
16-20 years of service = 60% of bank, maximum 150 days.  
21 years of more of uninterrupted service = 75% of bank, maximum of 183 days plus the 20-year bonus or 20 days.

B. All accumulated and unused holidays to date of retirement, and

C. All unused vacation and personal days to date of retirement, and

D. Delete.

E. Effective January 1, 1992, the Borough will provide a Family Health Care Plan for employees and their spouses for employees who retire after twenty-five years of continuous service or upon disability retirement, which plan shall be the same as or equivalent to that which is currently being provided to members of the bargaining unit. All premiums and increases in premiums subsequent to retirement shall be borne entirely by the Borough until the retiree attains age 65, except that any employee who has twenty-five or more years of continuous service to the Borough as of the expiration of this Contract, shall be provided with said coverage by the Borough to age 68, unless the employee obtains new employment which provides him/her with the same or equivalent coverage and under the same or similar conditions, in which event the employee must accept the new employer's coverage. "To the Borough" above is effective for hires beginning January 1, 2000.



Borough Clerk

WITNESS: DEPARTMENT OF PUBLIC WORKS

----- BY: \_\_\_\_\_  
Theodore Reighard Norman Krause

APPENDIX "A" ( ATTACHED)

SALARY RATES

APPENDIX "B"

HOLIDAYS

MARTIN LUTHER KING'S BIRTHDAY	LABOR DAY
LINCOLN'S BIRTHDAY	COLUMBUS DAY
WASHINGTON'S BIRTHDAY	ELECTION DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	THANKSGIVING FRIDAY
INDEPENDENCE DAY	CHRISTMAS DAY

APPENDIX "C"

VACATIONS

The New Milford Public Works Employees Benevolent Association shall receive vacation on the following basis:

Less than one year of service as of June 1st of any contract year: one day for each month of employment not to exceed 10 days.

A. More than one year of service as of June 1st of any contract year: 10 days.

B. More than five years of service as of June 1st of any contract year: 15 days.

C. More than 10 years of service as of June 1st of any contract year: 20 days.

D. More than 15 years of service as of June 1st of any contract year: 25 days.

## APPENDIX "D"

### LONGEVITY

Each employee of the New Milford Department of Public Works shall be entitled to longevity pay at the following rates:

Four years uninterrupted service..... 3% of base.

Eight years uninterrupted service..... 4% of base.

Twelve years uninterrupted service..... 5% of base.

Sixteen years uninterrupted service..... 6% of base.

Twenty years uninterrupted service..... 7% of base.

Twenty-four years uninterrupted service..... 8% of base.

Base pay and longevity will be used to calculate per-hour and overtime rates.

\*\*Longevity change for new hires effective January 1, 1998 - Appendix "B":

<b>After 5 years of uninterrupted service.....</b>	<b>3%</b>
<b>After 10 years of uninterrupted service.....</b>	<b>4%</b>
<b>After 15 years of uninterrupted service.....</b>	<b>5%</b>
<b>After 20 years of uninterrupted service.....</b>	<b>6%</b>
<b>After 25 years of uninterrupted service.....</b>	<b>7%</b>
<b>After 30 years of uninterrupted service.....</b>	<b>8%</b>