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MEMORANDUM OF AGREEMENT

between

BOROUGH OF NEW MILFORD, *Borough of*

and

UNITED BOROUGH EMPLOYEES

1985 - 1987

X 1/1/85 - 12/31/89

Prepared by:

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170 Main Street
Hackensack, NJ 07601
April, 1986.

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this day of 1986, 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 UNITED BOROUGH EMPLOYEES, 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

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee covered by this agreement in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any such employee with respect of hours, wages or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates, collective negotiations with the Employer or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

II. ASSOCIATION RECOGNITION

(1) The Employer recognizes the Union as the exclusive representative, as certified on November 10, 1976 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to all negotiable items of employment of all white-collar 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.

III. EXCLUSIVITY OF UNION REPRESENTATION

The Employer agrees that it will not enter into any contract of memorandum of agreement with any one 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. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul ^{or} modify existing applicable provisions of State or Federal Laws.

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 of any changes.

(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) The designated Union representative shall 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. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and 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, or any other national, state, county or other applicable laws.

(3) The Borough of New Milford agrees that all benefits, terms and conditions of employment relating to the status of employees, which benefits, terms and conditions of employment are not specifically set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Memorandum of Agreement.

(4) Unless a contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights, duties, 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.

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.

(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) The base annual salary for 1985 shall be deemed to be retroactive to January 1, 1985, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

(3) The parties further agree that:

(a) The Borough retains the right to hire new employees and to do so at a rate it establishes.

(b) There is to be a 60 day probationary period for new employees, the Borough reserves the right to terminate for any cause within said period. There shall be no recourse by the employee or by the Union on its behalf to the grievance and arbitration procedure.

(c) At the end of the 60 day probationary period, employees shall receive all of the benefits of the union contract and shall be considered members of the unit, including the raise negotiated by the union, all retroactive to the date of hire.

X. WORK DAY, WORK WEEK, AND OVERTIME

(1) The work day shall commence at 8:00 a.m. and shall continue until 4:00 p.m. during which period a 15 minute coffee break will be permitted between 8:00 a.m. and 12:00 noon.

(2) Lunch hours shall be taken between 12:00 noon and 2:00 p.m. in 1-hour shifts.

(3) Work in excess of a normal day or normal week shall be overtime and shall be paid at the time and one-half rate.

(4) Police desk employees shall continue to work the same shifts and have the same meal periods and rest periods as presently exist.

(5) The present practice with employees having the option of retaining compensatory days in lieu of over time pay at the time and one-half rate shall be maintained.

(6) "Compensated time off" may be accumulated up to 4 days, which overtime shall be thereafter taken within a reasonable period of time.

(7) Any office with more than one person on duty shall alternate lunch hours to the end that the office remains open at all times.

XI. HOURLY RATE

To compute the base hourly rate of an employee, the annual base salary shall be divided by 1820 hours.

XII. RECALL

(1) Any employee who is called back to work after having completed his/her regularly scheduled shift shall be compensated at his/her time and one-half rate and shall be guaranteed no less than one hour of work.

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

XIII. LONGEVITY

Longevity will be computed at 1% a year for each full and uninterrupted four years of service and shall continue to increase at this rate until 20 years have been completed, at which time longevity shall be paid at 5%.

XIV. UNIFORMS

The clothing allowance for presently uniformed civilian personell will be \$225.00 per year.

XV. VACATIONS

(1) The existing vacation program and allowances shall be maintained during the term of this agreement unless any other employee group negotiates or obtains an improved program in which event any such improvement will automatically be incorporated into this agreement without any further action by the parties.

(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 accumulate and shall be granted during the next succeeding year only, or, by mutual agreement of the employee, may be compensated by money payment thereof.

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

(4) If an official holiday occurs during an employee's authorized vacation, he/she 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) See Appendix "C" for vacation formula.

XVI. HOLIDAYS

(1) Effective January 1, 1985, all employees will be entitled to and will receive twelve (12) 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) In addition to the regular paid holidays heretofore set forth, the employees covered under this Agreement shall be entitled to such other holidays as may be declared from time to time by the Borough's governing body for any other Borough employees.

XVII. SICK LEAVE

(1) All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the first calendar year of hiring and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year.

(2) Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family.

(3) To qualify for payment while absent on sick leave each employee who will be absent from duty on sick leave shall so notify his/her supervisor at least one hour before the commencement of his/her schedule tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

(4) An employee absent on sick leave may be required to submit acceptable medical evidence substantiating the illness if he/she is absent more than three (3) consecutive days.

(5) One-half ($\frac{1}{2}$) of a work day shall be the smallest unit to be considered by computing sick leave used.

(6) Should an employee utilize less than four (4) sick days during the period December 1 of one year and November 30 of the following year that employee shall be entitled to \$100.00 to be paid in the first pay period of December.

XVIII. 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 accruing under the provisions 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/she 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/she 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) 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.

XIX. BEREAVEMENT LEAVE

(1) All permanent full time and part-time employees covered by this agreement shall be entitled to five (5) days leave with pay upon the death of a member of his/her immediate family for a funeral.

(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 be 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 circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Supervisor.

XX. 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/her Supervisor who shall append his/her 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/her accumulated sick and vacation leave in the case of illness or his/her vacation leave if 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/she is on leave and will receive as of the date of his/her return all benefits he/she would have received had he/she not taken the leave.

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

XXI. MEDICAL COVERAGE

(1) The Borough will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical Insurance for employees covered by this agreement and their families, of the same type and in the same amounts of coverage as presently exists.

(2) The Borough will implement an optical plan which will become effective January 1, 1983.

(3) Hospitalization insurance premiums shall be paid for retired employees for a period of three years. To qualify, an employee must have attained age 60 at the time of retirement and have completed no less than twenty continuous years of service with the Borough.

XXII. 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 notice 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 for posting by the Administrator. However, approval for posting shall not be unreasonably withheld.

XXIII. 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 designated Borough representative.

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

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

XXIV. MILITARY LEAVE

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

XXV. PENSION

(1) The Borough shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

(2) The Borough will pay to the appropriate Retirement Fund all amounts which the Fund will accept on account of any payments made to employees pursuant to this Agreement.

(3) It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate retirement fund, then, and in that event, resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement agree to be bound thereby.

XXVI. 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 or 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 grievances 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/her Supervisor. The Supervisor shall decide the grievance within four (4) working days after the grievance is first presented to him/her.

(B) Step Two

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

(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.

XXVII. 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 by the employee by filing a Notice of Arbitration with PERC within thirty (30) working days after being notified of the results of said discipline. The appointed Arbitrator shall have the power to review the facts and law and to make such findings, including modification of penalty as he/she shall deem proper. The award of the Arbitrator shall be final and binding upon the parties.

XXVIII. 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 circumstances shall be invalid, the remainder of this Agreement or the application of such provisions 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.

XXIX. PERSONAL DAYS

Each member of the unit is entitled to and shall receive three (3) personal days to be taken at their sole and individual discretion without reason but with appropriate notice.

XXX. TERMINAL LEAVE

Upon retirement, an employee will be entitled to financial reimbursement equal to the value of 50% of unused accumulated sick leave.

XXXI. TERM OF CONTRACT

This contract shall take effect upon the execution thereof and shall terminate on December 31, 1987.

Attest:

Borough of New Milford:

Frank Jablon Donata D. Boyce
Mayor 7/22/86

Attest:

UNITED BOROUGH EMPLOYEES:

Frank Jablon Mary S. Oliva
Travis Bird

SCHEDULE A
UNITED BOROUGH EMPLOYEES

<u>NAME</u>	<u>1985 BASE</u>	<u>1986 BASE</u>	<u>1987 BASE</u>
Lucy Mc Carney	13,138.38	14,189.45	15,466.50
Marie Macari	5.92 per hour	6.39 per hour	6.97 per hour
Kathleen Mullins	10,800.00* Maternity Leave 12/85		
Anna McNulty		10,800.00 1/1-6/30	
Roberta Morrow	11,996.47	12,956.19	14,122.25
Denise Amoroso	11,745.65 1/1-1/31 14,000.00 2/1-12/31	15,120.00	16,480.80
Mitsy Azuma	16,303.53	17,607.81	19,192.51
Marie Bird	17,138.33	18,509.40	20,175.25
Kathie Holmes	15,138.33	16,349.40	17,820.85
Theresa Cerullo	11,232.00	12,130.56	13,222.31
Mary Oliva	17,686.27	19,101.17	20,820.28
Margaret Freehily	11,911.63 1/1-6/30 15,000.00 7/1-12/31	16,200.00	17,658.00
Jean Boland	11,880.00	12,830.40	13,985.14
Rose Elefante	15,222.57* Retired 7/1		

APPENDIX "B"

1985, 1986 & 1987 Holidays

NEW YEAR'S DAY	LABOR DAY
LINCOLN'S BIRTHDAY	COLUMBUS DAY
WASHINGTON'S BIRTHDAY	ELECTION DAY
GOOD FRIDAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS

MARTIN LUTHER KING DAY

APPENDIX "C"

VACATIONS

The United Borough Employees (White Collar) 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 ten (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 as of any contract year: 15 days.
- C. More than ten years of service as of June 1st of any contract year: 20 days.
- D. More than fifteen years of service as of June 1st of any contract year: 25 days.