

Contract no. 110

**AGREEMENT**

**Between**

**TOWNSHIP OF WEST MILFORD  
PASSAIC COUNTY, NEW JERSEY**

**and**

**WEST MILFORD MUNICIPAL EMPLOYEES GUILD**

**January 1, 1992 through December 31, 1994**

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PREAMBLE

THIS AGREEMENT, made and entered into on this 3<sup>RD</sup> day of JUNE, 1992, by and between the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township") and WEST MILFORD MUNICIPAL EMPLOYEES GUILD (hereinafter referred to as the "Union"), and letter of understanding dated JUNE 3, 1992 represents the complete and final understanding on all bargainable issues between the Township and the Union and is designated to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

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**ARTICLE I**  
**RECOGNITION**

A. The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations of all employees holding job titles set forth in Schedule A.

B. The job titles herein shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

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## ARTICLE II MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees;

2. 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, subject to the State of New Jersey Department of Personnel rules and regulations;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, subject to the State of New Jersey Department of Personnel (formerly Civil Service) rules and regulations.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

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**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the Township staff.

**B. Definition**

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the Union on behalf of an individual or individuals, or the Township. The grievance procedure shall include Minor Discipline. Minor Discipline shall be defined as those circumstances where the disciplinary penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

**C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

**Step One:**

(a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

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Article III (continued)

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

*Step Two:*

(a) In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his grievance with the Department Head within five (5) days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) days from receipt of the grievance.

*Step Three:*

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Township Manager who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

*Step Four:*

(a) In the event the grievance has not been resolved at Step Three, the Union may within ten (10) days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue the State of New Jersey Department of Personnel (formerly Civil Service) Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts

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Article III (continued)

presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or Article III (continued) supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally, between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties. The Arbitrator's Award shall be binding upon the parties.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representative of the Township and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Four above.

E. No response at any Step in this procedure by the Township or the Union shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

F. Time limits may be extended by the parties by mutual written agreement.

G. The term "days" as used within this Article shall mean "working days" and not holidays, weekends, official days of mourning or regular days off.

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## ARTICLE IV PERSONNEL FILES

1. There shall be a personnel file which shall be maintained in a confidential manner in the office of the Township Manager. The Township Manager shall determine what material is appropriate for inclusion in or exclusion from the file. Other Departments may maintain files on employees, such as Finance, but those files shall not be deemed to be the personnel file.

2. Only material from the personnel file may be offered in evidence at any disciplinary proceeding involving the employee.

3. A sign in sheet shall be affixed to the file which shall record the date, identity and names of the persons having access to the file.

4. There shall be a listing of each item placed in the file and each such page shall be numbered. For example, if a W-4 IRS Form is placed in the file and it is the 26th. page of the file, those facts shall be recorded on the listing and the Form shall be numbered as 26.

5. The employee shall have the right to examine the file, upon advance notice and at reasonable times, in the presence of a supervisor or confidential employee, designated by the Township Manager.

6. The employee shall have the right to have a written rebuttal, not to exceed five (5) pages, included in the file to any items selected by the employee.

7. With regards to disciplinary action, only official New Jersey Department of Personnel forms relating to discipline of the employee, exclusive of evidence of written or verbal warnings, may be included in the personnel file. For example, Form CS-31A, Preliminary Notice of Disciplinary action, or CS 31B, Final Notice of Disciplinary Action, and any attachments may be included as part of the employee disciplinary history.

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## ARTICLE V HOURS AND OVERTIME

A. The regular hours of work shall be consecutive except for interruption for lunch.

B. The work day shall commence at 8:30 A.M. and shall terminate at 4:30 P.M.

C. A lunch period of sixty (60) minutes shall be scheduled at the discretion of the Township Manager between the hours of noon and 2:00 P.M.

D. The work week shall consist of five (5) consecutive days commencing on Monday and ending on Friday in any calendar week.

E. Overtime in excess of eight (8) working hours per day, or hours worked on a holiday or regularly scheduled day off, shall be paid at one and one-half times the employee's regular rate of pay in fifteen (15) minute increments, or compensatory time off at the rate of time and one-half, provided the overtime has been approved in writing by the Township Manager prior to being worked.

F. There shall be no maximum limitation upon the number of overtime hours that may be worked with the Township Manager's prior written approval.

G. All full time and permanent part time employees with three (3) years continuous service shall be granted four (4) hours early quitting time on New Year's Eve and Christmas Eve, unless New Year's Eve or Christmas Eve fall on Saturday or Sunday.

H. Police Dispatchers' hours and overtime shall be as provided in Schedule E.

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## ARTICLE VI HOLIDAYS

A. Each employee shall be compensated for the following holidays:

- |                          |   |
|--------------------------|---|
| 1. New Year's Day        | 7. Labor Day                              |
| 2. Lincoln's Birthday    | 8. Columbus' Birthday                     |
| 3. Washington's Birthday | 9. General Election Day                   |
| 4. Good Friday           | 10. Veterans Day                          |
| 5. Memorial Day          | 11. Thanksgiving Day                      |
| 6. Independence Day      | 12. The Day Following<br>Thanksgiving Day |
| 13. Christmas Day        |   |

B. In the event the holiday falls on a regularly scheduled work day, the employee shall receive the day off with pay.

In the event the holiday falls on a Saturday, employees shall receive the preceding Friday off with pay. In the event the holiday falls on a Sunday, employees shall receive the following Monday off with pay.

C. All employees shall be eligible for holiday pay if the employee worked his last scheduled work day prior to the holiday or he is absent by prior consent of his superior.

D. Permanent part-time employees with three (3) years continuous service shall be entitled to the benefits stated above on a prorated basis.

## ARTICLE VII VACATIONS

### A. Amount of Vacation Leave

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after the completion of five (5) years and up to ten (10) years of service; eighteen (18) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After 20 years of service, one (1) additional vacation day shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years.

a. Permanent part-time employees with three (3) years continuous service shall receive vacation credit allowance on a proportionate basis.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

3. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and the year preceding, provided the latter can be taken during the year of return.

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Article VII (continued)

B. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

C. If a holiday falls within an employees vacation, he shall be paid an additional days pay for the unworked holiday or shall be granted one (1) additional day vacation at his option.

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## ARTICLE VIII PERSONAL DAYS

A. Each full time employee shall be granted five (5) personal days leave each year upon the approval of his/her immediate supervisor. Forty-eight (48) hours notice must be given prior to personal day leave, which are not accumulative.

B. Permanent Part-time employees with three (3) years continuous service shall be granted five (5) personal days leave on a prorated basis for each year upon approval of his/her immediate supervisor subject to the stated notice requirement.

## ARTICLE IX BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, each full-time employee shall be granted a funeral leave of three (3) working days; an additional two (2) days travel time may be allowed with the approval of the immediate supervisor. Immediate family of the employees under this section is defined as spouse, parents, children, brothers, sisters, grandparents, grandchildren and parents-in-law. Reasonable proof of death may be required at the discretion of the Township Manager.

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## ARTICLE X LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable State of New Jersey Department of Personnel (formerly Civil Service) Rules revised November 30, 1973.

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## ARTICLE XI SICK LEAVE

A. Every full-time employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et seq., of the State of New Jersey Department of Personnel (formerly Civil Service) Rules revised November 30, 1973.

### B. Service for Sick Leave

1. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave shall be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease only.

3. Such sick leave may be utilized in the event of serious illness of a member of the employee's immediate family requiring the attendance of the employee.

### C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Sick leave accrued on or after January 1, 1983 shall first be deducted from a full-time employee's sick leave bank prior to any other accrued sick leave being deducted.

4. Any full-time employee may trade ten (10) accrued sick leave days for five (5) vacation days annually provided he/she has a minimum remaining balance of sixty (60) accrued sick leave

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Article XI (continued)

days in the calendar year in which the trade is made, subject to the recommendation of his/her department head and approval of the Township Manager. Such acquired vacation days shall be approved in advance as prescribed in Article VI and may not be accumulated beyond the year acquired.

D. Reimbursement

1. A full-time employee shall be reimbursed for accrued sick leave earned prior to January 1, 1983 at the time of his termination of employment, in good standing, other than retirement, at the rate of ten dollars (\$10.00) for each unused sick leave day, and at the rate of twenty dollars (\$20.00) for each sick leave day earned on or after January 1, 1983. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.

2. Effective January 1, 1991 a full time employee shall be reimbursed for accrued sick leave at the time of retirement, in the previously stated manner except that:

a. When an employee does not use a sick leave day in any calendar year, the employee shall be reimbursed for those particular sick leave days at his/her current daily rate upon retirement.

b. When an employee uses three (3) or less sick leave days in any calendar year, the employee shall be reimbursed at the rate of fifty (\$50.00) dollars for each unused sick leave day upon retirement.

c. When an employee uses more than three (3) sick leave days in any calendar year, the employee shall be reimbursed at the rate of twenty (\$20.00) dollars for each unused sick leave day.

Article XI (continued)

3. Any full-time employee at the time of retirement who has accumulated in excess of 150 unused sick days shall receive a retirement bonus of \$500 in addition to any payment made pursuant to Section D.1 and D.2 of this Article.

4. In no case shall the total payments made pursuant to Section D.1, D.2 and D.3 of this Article exceed \$5,000.

E. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual-reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

F. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

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Article XI (continued)

b. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business Representative of the Union and a representative of the Township. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees. An employee may raise factual objections to the designation of a specific physician if such objections are stated in writing to his department head prior to the establishment of the appointment with the physician. The objection shall be reviewed by the Township Manager and the Township Manager shall make the determination if that physician or another shall make the examination. This provision shall not be applicable in cases where physicians are assigned by the Township's insurance carrier.

G. All permanent part-time regularly scheduled employees with three (3) years continuous service shall be entitled to sick leave with pay when they are unable to perform their work by reason of their own personal illness, accident or exposure to contagious disease. Their sick leave with pay shall accrue on a prorated basis of their regularly scheduled time to full time. All other provisions of this contract relating to Reporting of Absence on Sick Leave and Verification of Sick Leave shall apply.

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**ARTICLE XII**  
**HEALTH BENEFITS**

A. The Township shall provide a fully paid hospitalization insurance program to each employee and dependents which shall include Blue Cross, Blue Shield, Rider J, and Major Medical coverage, the benefit levels shall be similar to the New Jersey State Health Benefit Plan (14/20 Series); any employee hired on or after May 6, 1992 shall pay an increased health insurance deductible of one hundred (\$100.00) for either single or family coverage.

B. Each qualified employee who retires shall be provided with the same hospitalization coverage under the same conditions as active employees, subject to the rules and regulations of the New Jersey State Health Benefits Commission, and current Township policy; regarding the extent of health benefits for retirees and their dependents including surviving spouses.

C. The employer reserves the right to substitute carriers provided the same benefits are provided.

D. The Township shall provide at its sole cost and expense a dental insurance program to each full-time employee and dependents which will be "Program II-B offered by New Jersey Dental Service Plan, Inc." or its equivalent.

E. All regularly scheduled permanent part-time employees with continuous employment of more than three (3) years service shall be entitled to submit a claim to the Township on an approved form along with their canceled check or proof of payment for reimbursement for dental and eyecare expenses for themselves up to an annual limit of \$125.00 without accumulation.

F. The Township's partially self-insured group health plan shall include the following features:

- Second surgical opinions
- Pre-admission certification

Article XII (continued)

In the case of second surgical opinions employees shall be required to obtain a second surgical opinion prior to any surgical procedure. In the event of a conflicting opinion the employee may obtain a third opinion. Second and third opinions shall be covered by the plan at one hundred percent (100%) coverage. The employee retains the right to choose the surgical opinion to be utilized without loss of benefits.

For non-emergency hospital admissions, prior authorization shall be required by contacting a medical services management company retained by the group plan's third party administrator. Emergency hospitalization shall be reported to the medical services management company within two business days. The purpose of the pre-admission certification feature is to provide medical case management services only. The program is not intended to deny medical benefits to any employee. Under pre-admission certification the medical services management company will provide for case review and suggest second and possibly third opinions when deemed appropriate. Failure to follow prior authorization procedures may result in reduced benefits.

1. Under no circumstance shall any covered person be caused to incur any expense whatsoever by virtue of this Article. Employees may select their own physician.

2. Absolute and unqualified confidentiality of all information provided under this Article is guaranteed. No information shall be made available to the Township or any employer representative.

3. The insurer shall respond to all notifications and requests for response within twenty-four (24) hours.

Article XII (continued)

4. No time off shall be charged to any employee who is attending a third opinion related examination.

5. The second opinion provisions (but not the pre-admission certification provision of this article) shall not apply to psychiatric or substance abuse admissions.

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**ARTICLE XIII**  
**SALARY AND BENEFITS GUIDE**

All employees, as of May 6, 1992, covered by this Agreement shall be entitled to receive the wage rates and benefits for their particular job title as noted in Schedule A through Schedule E.

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## ARTICLE XIV LONGEVITY

A. Longevity payments based upon years of continuous uninterrupted service with the Township payable shall be as follows:

After four (4) full years of service	2% of base pay
After eight (8) full years of service	4% of base pay
After twelve (12) full years of service	6% of base pay
After sixteen (16) full years of service	8% of base pay
After twenty (20) full years of service	10% of base pay

B. Part Time Employees

This provision shall also be applicable to part-time employees continuously employed. Computations shall be made on a prorated basis to the regularly scheduled hours worked. However, a part-time municipal employee after twenty (20) years of continuous service shall receive a ten (10) percent longevity payment computed on the basis of full-time employment (not prorated).

C. Folding of Benefits and Hourly Rates.

Each Employee covered by this Agreement shall have said individual's respective longevity folded in and made part of regular compensation, for the purposes of calculating pension and overtime.

The employee's regular rate for all calculation purposes (including overtime rate) shall be determined by dividing the respective Employee's annual base rate together with the Employee's longevity by one thousand eight hundred and twenty (1820) hours.

## ARTICLE XV EDUCATIONAL BENEFITS

The Township of West Milford provides permanent full-time and exempt employees with the opportunity to receive further training and education which will improve both employee performance and the Township's government operations. Effective January 1, 1987 the Township of West Milford may bear one hundred percent (100%) of the cost of tuition, up to a maximum payment per year of three hundred dollars (\$300.00) per employee, if the following conditions are met:

1. The employee will assure the Township that he/she intends to remain in the employ of the Township of West Milford for at least three (3) years after the completion of the continued education program and shall agree in writing to reimburse the Township for any and all tuition costs expended in the event the employee leaves the employ of the Township within three (3) years for reasons other than lay-off or death.

2. He/she will submit a request to the Department Head for prior approval of the Township Manager based on budget allocations, describing benefits to the jurisdiction. This request shall be submitted on or before November 1st by the employee prior to the preparation of the budget for the year in which such payment will be made, for the year 1988 and thereafter.

3. Courses will be job-related and will be taken on employee's own time. If working toward a degree related to the employee's work, all courses required for the degree will be covered by this policy.

4. Reimbursement will be made at the completion of the course in which an employee has obtained a passing grade of "C" or better.

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Article XV (continued)

5. This does not relate to special courses, seminars, conferences or training sessions where the Township of West Milford may pay the full cost of registration or tuition expenses in accordance with approved budget allocations and prior approval of the Township Manager.

6. The employee must request tuition assistance in writing providing an outline of the course of study. This request should be presented to the Department Head and be approved by the Township Manager. Upon successfully completing the course, the employee must present a voucher and a copy of his/her final grade report to the Township of West Milford for reimbursement.

7. Effective January 1, 1988, there shall be no set maximum payment for tuition. The other conditions of approval and procedure shall prevail.

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## ARTICLE XVI UNIFORMS AND SHOES

### A. Uniforms and Shoes

1. Police Dispatchers shall receive an allowance for uniforms and shoes of three hundred thirty dollars (\$330) per year, subject to the presentation of acceptable vouchers representing the expenditure of such sum.

2. Fire Inspector shall receive an allowance for uniforms and shoes of three hundred thirty dollars (\$330) per year, subject to the presentation of acceptable vouchers representing the expenditure of such sum.

3. Full-time Animal Control Officer shall receive an allowance for uniforms and shoes of three hundred thirty dollars (\$330) per year, subject to the presentation of acceptable vouchers representing the expenditure of such sum.

4. Full-time Nurse shall receive an allowance for uniforms and shoes of two hundred thirty dollars (\$230) each year, subject to the presentation of acceptable vouchers representing the expenditure of such sum.

5. The following positions shall receive an allowance for shoes of twenty dollars (\$20.00) each year, subject to the presentation of an acceptable voucher representing the expenditures of such sum. Those positions are: Assestant Tax Assessor, Draftsman, Senior Engineering Aide, Principal Engineering aide, Supervising Engineering Aide, Public Works Inspector, Sanitary Inspector, Building Inspector, Plumbing Inspector, Recycling Aide, Municipal Surveyor.

**ARTICLE XVII**  
**VEHICLE REIMBURSEMENT**

Employees who use their personal vehicle(s) for official Township business shall be compensated at the rate of twenty-four cents (24¢) per mile upon the presentation of a voucher which is approved by the Township Manager.

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## ARTICLE XVIII NO-STRIKE PLEDGE

A. During the term of this Agreement, the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Township agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union 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 an employee from his 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 illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of Union recognition;
2. Withdrawal of dues deduction privileges (if previously granted)
3. Such activity shall be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the State of New Jersey Department of Personnel (formerly Civil Service) law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction of damages or both in the event of such breach by the Union or its members.

## ARTICLE XIX POSITION CLASSIFICATION AND DESCRIPTION

A. The position classification and position description for employees as covered by this Agreement are attached hereto as Schedule A and by reference are made part of this Agreement. Any additions or modifications made to them by the State of New Jersey Department of Personnel (formerly Civil Service) and adopted by the Township shall automatically become part of this Agreement.

B. The Township Manager may establish new titles and ranges with adoption by Ordinance to accommodate changes in new job requirements to enable the Township to fulfill added or changed responsibilities.

The Union president shall be notified in writing by the Township Manager prior to the introduction of any such salary ordinance amendment.

C. Nothing in this contract shall preclude the Township Manager from authorizing changes in job titles or steps within established ranges for employees covered during the period of this contract in accordance with State of New Jersey Department of Personnel (formerly Civil Service) procedures.

D. In the event that a position classification or position description for employees covered by this Agreement is in dispute, a Position Review Committee shall be established for the purpose of reviewing and securing an equitable solution to the disputed matter. The Position Review Committee shall consist of the Township Manager, appropriate Department Head, the Guild President and Secretary to the Guild. Should the disputed position classification or position description involve either the Guild President or Secretary, the Guild shall designate an alternate.

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Article XIX (continued)

It is recognized that the final decision making authority shall rest with the Township Manager. Any final decision reached by the Township Manager shall be provided, in writing, to the Union president.

E. It is further recognized that an employee has the ability to pursue a review of a position classification or description with the New Jersey Department of Personnel.

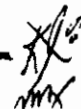
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**ARTICLE XX**  
**BULLETIN BOARD AND UNION MEETINGS**

A. Bulletin Boards shall be made available by the Township for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Township Manager or his representative may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this Article.

B. The Union shall have the right to hold union meetings during the last hour of the work day, provided however, that each department must leave adequate personnel in its office to handle public inquiries and phone calls during that hour. Not more than six (6) such Guild meetings shall be held per year without the express approval of the Township Manager or his designee.



## ARTICLE XXI DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:15-15:9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

C. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

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## ARTICLE XXII NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union.

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**ARTICLE XXIII  
SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement of any employee or group of employees is held 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.

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**ARTICLE XXIV**  
**FULLY BARGAINED PROVISIONS**

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

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## ARTICLE XXV TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992 and shall be in effect to and including December 31, 1994. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, or a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at West Milford, New Jersey, on this 3<sup>RD</sup> day of JUNE, 1992.

**WEST MILFORD  
EMPLOYEES GUILD**

**TOWNSHIP OF WEST MILFORD MUNICIPAL  
PASSAIC COUNTY, NEW JERSEY**

By: Margaret J. Zester  
Margaret J. Zester  
President

By: Thomas J. Parisi  
Mayor Thomas J. Parisi

Gale Barth  
Gale Barth  
Secretary

James Davy  
James Davy  
Township Manager

Witness:

Witness:

Ronne Trochan  
Ronne Trochan

Kevin J. Byrnes  
Kevin J. Byrnes  
Township Clerk

Christina Beach  
Christina Beach

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**SCHEDULE A**  
**JOB TITLES AND GRADE SCHEDULE**

<u>CLASSIFICATION</u>	<u>GRADE</u>
Clerk Typist	16
Senior Clerk Typist	19
Principal Clerk Typist	22
Telephone Operator	11
Clerk Stenographer	17
Senior Clerk Stenographer	20
Principal Clerk Stenographer	23
Secretarial Assistant	23
Assessing Clerk	18
Senior Assessing Clerk	21
Principal Assessing Clerk	24
Assistant Tax Assessor	27
Communications Operator	23
Police Records Clerk	18
Senior Police Records Clerk	21
Payroll Clerk	18
Senior Payroll Clerk	21
Principal Payroll Clerk	24
Account Clerk - Typist	17
Senior Account Clerk - Typist	20
Principal Account Clerk - Typist	23
Bookkeeping Machine Operator	17
Senior Bookkeeping Machine Operator	20
Principal Bookkeeping Machine Operator	23
Principal Data Control Clerk	23
Purchasing Assistant	25
Secretary - Planning Board	25
Registrar of Vital Statistics	26

# SCHEDULE A (continued)

## JOB TITLES AND GRADE SCHEDULE

<u>CLASSIFICATION</u>	<u>GRADE</u>
Deputy Municipal Court Administrator	21
Assistant Municipal Clerk	24
Administrative Secretary	25
Assistant Tax Collector	26
Recreation Program Coordinator	22
Supervisor Senior Citizens Activities	20
Technical Assistant	20
Draftsman	20
Senior Engineering Aide	26
Principal Engineering Aide	29
Supervising Engineering Aide	32
Municipal Surveyor	33 (Step 1 only)
Public Works Inspector	28
Sanitary Inspector Trainee	25
Sanitary Inspector	28
Plumbing Inspector	28
Chief Sanitary Inspector	31
Fire Protection Inspector	28
Fire Prevention Specialist, U.F.D.	28
Technical Assistant Office of the Construction Official	20
Building Inspector	29
Assistant Planner	25
Senior Planner	27
Principal Planner	30
Office Supervisor	23
Graduate Nurse (Public Health)	17
Public Health Nurse	24
Senior Public Health Nurse	27



**SCHEDULE A (continued)**

**JOB TITLES AND GRADE SCHEDULE**

<u>CLASSIFICATION</u>	<u>GRADE</u>
Public Health Nurse - Supervisor	28
Animal Attendant	5
Assistant Animal Control Officer	14
Animal Control Officer	25
Recycling Aide	5
Municipal Recycling Coordinator	22
Omnibus Operator	18
Motor Vehicle Operator Elderly and Handicapped Persons	18
Coordinator of Public Transportation	21
Zoning Officer	20

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**SCHEDULE B**  
**WAGE RATE SCHEDULE**  
**EFFECTIVE JANUARY 1, 1992**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1	\$9,257	\$9,717	\$10,201
2	\$9,717	\$10,201	\$10,704
3	\$10,201	\$10,704	\$11,241
4	\$10,704	\$11,241	\$11,802
5	\$11,241	\$11,802	\$12,394
6	\$11,802	\$12,394	\$13,010
7	\$12,394	\$13,010	\$13,660
8	\$13,010	\$13,660	\$14,342
9	\$13,660	\$14,342	\$15,059
10	\$14,342	\$15,059	\$15,813
11	\$15,059	\$15,813	\$16,603
12	\$15,813	\$16,603	\$17,430
13	\$16,603	\$17,430	\$18,556
14	\$17,430	\$18,556	\$19,219
15	\$18,556	\$19,219	\$20,180
16	\$19,219	\$20,180	\$21,188
17	\$20,180	\$21,188	\$22,247
18	\$21,188	\$22,247	\$23,359
19	\$22,247	\$23,359	\$24,525
20	\$23,359	\$24,525	\$25,751
21	\$24,525	\$25,751	\$27,040
22	\$25,751	\$27,040	\$28,391
23	\$27,040	\$28,391	\$29,810
24	\$28,391	\$29,810	\$31,300
25	\$29,810	\$31,300	\$32,867
26	\$31,300	\$32,867	\$34,511
27	\$32,867	\$34,511	\$36,237
28	\$34,511	\$36,237	\$38,048
29	\$36,237	\$38,048	\$39,951
30	\$38,048	\$39,951	\$41,948
31	\$39,951	\$41,948	\$44,465
32	\$41,948	\$44,465	\$47,132
33	\$49,489	--	--

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**SCHEDULE C**  
**WAGE RATE SCHEDULE**  
**EFFECTIVE JANUARY 1, 1993**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1	\$9,757	\$10,242	\$10,752
2	\$10,242	\$10,752	\$11,282
3	\$10,752	\$11,282	\$11,848
4	\$11,282	\$11,848	\$12,439
5	\$11,848	\$12,439	\$13,063
6	\$12,439	\$13,063	\$13,712
7	\$13,063	\$13,712	\$14,397
8	\$13,712	\$14,397	\$15,116
9	\$14,397	\$15,116	\$15,872
10	\$15,116	\$15,872	\$16,667
11	\$15,872	\$16,667	\$17,499
12	\$16,667	\$17,499	\$18,372
13	\$17,499	\$18,372	\$19,558
14	\$18,372	\$19,558	\$20,257
15	\$19,558	\$20,257	\$21,269
16	\$20,257	\$21,269	\$22,333
17	\$21,269	\$22,333	\$23,448
18	\$22,333	\$23,448	\$24,620
19	\$23,448	\$24,620	\$25,850
20	\$24,620	\$25,850	\$27,142
21	\$25,850	\$27,142	\$28,500
22	\$27,142	\$28,500	\$29,924
23	\$28,500	\$29,924	\$31,420
24	\$29,924	\$31,420	\$32,991
25	\$31,420	\$32,991	\$34,642
26	\$32,991	\$34,642	\$36,375
27	\$34,642	\$36,375	\$38,194
28	\$36,375	\$38,194	\$40,103
29	\$38,194	\$40,103	\$42,108
30	\$40,103	\$42,108	\$44,214
31	\$42,108	\$44,214	\$46,866
32	\$44,214	\$46,866	\$49,677
33	\$52,161	--	--

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**SCHEDULE D**  
**WAGE RATE SCHEDULE**  
**EFFECTIVE JANUARY 1, 1994**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1	\$10,293	\$10,805	\$11,344
2	\$10,805	\$11,344	\$11,902
3	\$11,344	\$11,902	\$12,499
4	\$11,902	\$12,499	\$13,123
5	\$12,499	\$13,123	\$13,782
6	\$13,123	\$13,782	\$14,467
7	\$13,782	\$14,467	\$15,189
8	\$14,467	\$15,189	\$15,948
9	\$15,189	\$15,948	\$16,745
10	\$15,948	\$16,745	\$17,583
11	\$16,745	\$17,583	\$18,462
12	\$17,583	\$18,462	\$19,382
13	\$18,462	\$19,382	\$20,634
14	\$19,382	\$20,634	\$21,371
15	\$20,634	\$21,371	\$22,439
16	\$21,371	\$22,439	\$23,561
17	\$22,439	\$23,561	\$24,738
18	\$23,561	\$24,738	\$25,974
19	\$24,738	\$25,974	\$27,272
20	\$25,974	\$27,272	\$28,634
21	\$27,272	\$28,634	\$30,068
22	\$28,634	\$30,068	\$31,570
23	\$30,068	\$31,570	\$33,148
24	\$31,570	\$33,148	\$34,805
25	\$33,148	\$34,805	\$36,547
26	\$34,805	\$36,547	\$38,375
27	\$36,547	\$38,375	\$40,294
28	\$38,375	\$40,294	\$42,308
29	\$40,294	\$42,308	\$44,424
30	\$42,308	\$44,424	\$46,645
31	\$44,424	\$46,645	\$49,444
32	\$46,645	\$49,444	\$52,410
33	\$55,030	--	--

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## SCHEDULE E POLICE DISPATCHERS

A. Hours and Overtime

1. Police Dispatchers shall work a shift of 40 hours consisting of eight (8) consecutive hours in any one day. Overtime in excess of eight (8) working hours per day, or hours worked on a regularly scheduled day off shall be paid at one and one-half times the employee's regular rate of pay in fifteen (15) minute increments, or compensatory time off at the rate of time and one-half.

2. Dispatchers shall be compensated at the rate of one and one-half time his/her regular rate of pay for those hours in attendance at a required court appearance or departmental hearing.

B. Holidays

Police Dispatchers shall receive compensation in pay for holidays worked at the rate of one days pay for each holiday worked plus one days pay for the holiday. Early quitting time, time off granted due to actual or pending emergency weather conditions or days of mourning shall not be deemed to be holiday time.

C. Special Holiday Pay

The Township shall pay a Dispatcher time and one-half for hours worked on:

- |                  |                                       |
|------------------|---------------------------------------|
| 1. Memorial Day  | 5. New Year's Day                     |
| 2. July 4        | 6. Thanksgiving                       |
| 3. Labor Day     | 7. The Day Following Thanksgiving Day |
| 4. Christmas Day |                                       |

D. Holiday Option

The Township shall allow a Dispatcher to be off on a holiday said Dispatcher would normally work if the Dispatcher finds another full or part time Dispatcher to serve for him/her and

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furthermore shall pay said replacement who is a full time Dispatcher  
Schedule E (continued)

at the rate of time and one-half for hours worked. Part time Dispatchers shall receive straight time for substituting under this section, but shall receive time and one-half if he/she works more than forty (40) hours in the week the substitution occurs.

Substitutions under this section shall occur on a holiday or a day taken in lieu of a holiday. The employee shall avoid arranging a holiday option that means a double shift for the substituting person to the greatest extent possible. The Chief of Police shall promulgate reasonable rules for the implementation of this section.

E. Personal Days

1. Personal leave days shall be requested in writing as far in advance of the day requested as possible except in case of an emergency. A reply to the request shall be provided as soon as practicable after the request and no reply shall be deemed an approval. All personal leave days, regardless of the date submitted, shall receive good faith consideration by Management.

2. Personal leave days may not be accumulated but shall be paid for at the end of each year in the event a Dispatcher, after requesting same, is refused them by the Township. The parties shall make every effort to cooperate in order that these days will be scheduled during the course of the year.

F. Swap Shifts

Each Dispatcher shall be entitled to swap shifts with a fellow Dispatcher or with a Patrolman who will be assigned to the Dispatcher's position provided said employee makes application to the Chief of Police. The exchange of shifts shall be accomplished within a fourteen (14) day period.

Schedule E (continued)

G. Summer Vacations

Based on the manpower needs of the Police Department, Dispatchers will be eligible for summer vacations. The summer vacation schedule shall be promulgated by the Chief of Police for all police personnel and said schedule will allow certain weeks of summer vacation for Dispatchers. The Dispatchers will apply for same based on their seniority.

H. Lunch Break

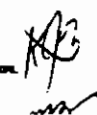
Dispatchers shall receive a lunch break of thirty (30) minutes away from the Police Desk.

I. Vacation Leave

Dispatchers may, at their option, elect to accumulate vacation leave not in excess of forty (40) days, inclusive of the current year.

J. Full Time Dispatchers shall receive one (1) day compensatory time off per year, not accumulative, in recognition of early reporting time requirements for shift duty.

K. Dispatchers shall be paid for four (4) hours compensatory time for New Year's Eve and Christmas Eve.



## LETTER OF UNDERSTANDING

The Township, as part of the settlement agreement for the Contract covering the years 1992, 1993 and 1994, shall rescind any furlough or lay off notices applicable to members of this bargaining unit. During the term of this agreement there shall be no furloughs or layoffs.

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