

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

January 1, 2018 – December 31, 2021

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AGREEMENT

THIS AGREEMENT, made this ____ day of January, 2018, 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 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, 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.

(3) Any Recycling Laborer working Public Works functions will be paid at the Parks/Rec/Snow Laborer 1 Rate.

X. WORK DAY, WORK WEEK AND OVERTIME

(1) The work day shall commence at 7:00 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 11:30 AM to Noon and shall not be considered as work performed.

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

(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. The first hour (3:30-4:30) is guaranteed to be paid as a minimum of one (1) hour of overtime.

(5) An employee who is obligated to work overtime shall receive a meal allowance after 4 hours of OT, \$10.00 for breakfast, \$10.00 lunch, and \$20.00 dinner. No receipts are necessary, but employee must attach verification of OT signed by the Department head.

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

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

(8) Any new hire to the Department of Public Works must obtain a New Jersey Commercial Driver's License prior to the expiration of

his/her one (1) year probationary period. Failure to meet this requirement will result in termination.

(9) Comp Time may be accumulated, up to a maximum of sixteen (16) hours, throughout the year. Any time beyond sixteen (16) hours must be paid as overtime.

(10) Employees can request payment for unused vacation time, up to a maximum of five (5) days per year. Supervisor and Administrator must be notified of employee's intent to exercise this option by October 31st. Payment will be made by June 30th of the following year.

(11) Effective as of December 20, 2012, and notwithstanding any other provision of this Agreement to the contrary, all Employees shall not receive, and the Borough shall not pay, any paid time-off for Employees scheduled to work at any time/day when the Borough Hall is closed due to inclement weather of a state of emergency.

(12) Effective February 1, 2014, and at the DPW Supervisor's discretion, for every hour worked during an emergency storm each DPW employee will accumulate one hour of administrative leave time, subject to the following limitations:

(i). Leave time accumulated pursuant to this Section X (12) shall be deemed "administrative time."

(ii). Administrative time will only begin to accumulate when working hours after 11:00 PM.

(iii). Employees will only be eligible to accumulate administrative time when working on Sunday, Monday, Tuesday, Wednesday, or Thursday nights and only when they have worked a minimum of four (4) hours prior to the beginning of a regular shift at 7:00 AM.

(iv). In the event of an emergency storm occurring after regular working hours, all DPW employees shall be called in to work. When the DPW Supervisor determines that emergency measures are no longer necessary, four (4) employees will be selected to remain on duty for the entirety of the next work day. These four (4) employees shall be chosen by the DPW Supervisor based upon a rotating list.

(v). All other employees shall be required to utilize the administrative time they have accumulated during this storm on the next work day.

(vi). When an employee has earned a minimum of eight (8) hours of administrative time during a storm emergency he/she shall be excused from duty on the next work day.

(vii). When an employee has accumulated less than eight (8) hours of administrative time during a particular emergency storm – and thus has not accumulated enough administrative time to be excused for the entirety of the next work day – he/she shall have the option of utilizing the number of hours of administrative time accumulated to either: (1) end his/her shift early on the next work day; or (2) begin his/her shift late on the next work day.

(viii). The four (4) employees required to stay on active duty during the next work day immediately following an emergency storm shall utilize the administrative time they have accumulated as soon as possible thereafter.

(ix). In the event that any of the four (4) employees chosen pursuant to this procedure does not wish to stay on at the beginning of regular work hours, he/she will be required to use a personal, vacation, or sick day, and will be precluded from accumulating any administrative time related to his/her service during that emergency storm.

(x). No administrative time shall be utilized until all plow sections and Borough sidewalks-including but not limited to all sidewalks abutting the Borough Hall and Senior Center – have been completely cleared, as determined by the DPW supervisor in good faith.

(xi). Administrative time accumulated pursuant to this policy cannot be cashed out for monetary value.

(xii). Any administrative time not utilized on the next working day immediately following an emergency storm shall be utilized as soon as possible after the emergency storm where it was earned; but in no event later than May 31st of the current year – if accumulated during the months of January, February, March, April, or May – or May 31st of the following year – if accumulated during the months of June, July, August, September, October, November, or December.

(xiii). The maximum amount of administrative time an employee can accumulate and possess at any given time is twenty (20) hours.

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

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 week 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, standby duty shall be assigned from a rotating list maintained by the DPW Supervisor, who will notify the Police Department and Administration of the change.

(4) The employee designated for standby duty shall be compensated for purely standby (i.e. on-call) time in the sum of \$350 per week effective January 1, 2018, \$375 per week effective January 1, 2019; \$400 per week effective January 1, 2020, and \$425 per week effective January 1, 2021. Any personnel called out on the official Borough holidays as recognized in the Appendix B 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) One employee will be listed for stand-by duty on the roster. The primary standby employee receives compensation.

(7) The Borough shall supply a cell phone for communication purposes for stand-by crew.

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 3:30 PM and prior to 7:00 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, \$425 will be provided each year of the contract, 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 is in accordance with Appendix "C".

(7) Upon the request of an Employee, and with the written approval of the Superintendent of the Department of Public Works and/or the Borough Administrator, said Employee will be permitted to convert one of his/her vacation days to eight hours compensatory time. Additional days may be converted upon depletion.

At no time will a Union Employee be able to convert vacation days to compensatory time which will result in more compensatory time than allowed by Section X, number (9) of this Agreement.

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 double time for each such holiday. In addition, employee will receive double time for Christmas Day and Easter Sunday, if worked, on the occasion that either falls on a day other than when it is officially observed.

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

XVIII. PERSONAL DAYS

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

XIX. SICK LEAVE

(A) 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, with benefits, when he is unable to work due to a verifiable sickness, injury or illness. Part-time employees shall receive six (6) days per year, accrued at a rate of one-half day per month. 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 physician's note authorizing employee 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, on such terms as it deems appropriate, to any full time employee 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.

(G) Upon the written request of an Employee, and with the written approval of the Superintendent of the Department of Public Works and/or the Borough Administrator, said Employee will be permitted to take sick leave in units of hourly increments; as little as one (1) hour and up to eight (8) hours constituting a full day of sick leave.

XX. 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.

XXI. TERMINAL LEAVE

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

Sick bank shall be capped at \$20,000. Any employee whose bank was greater than \$20,000 as of December 31, 2011 will be grandfathered at that amount as long as they retain the appropriate

number of sick days. Grandfathered employee may accumulate additional sick days but their individual dollar cap will not increase.

- B. All accumulated and unused holidays to date of retirement, and
- C. All unused vacation and personal days to date of retirement, and
- D. Effective January 1, 2016, and subject to Paragraph (E) of this Article, the Borough will provide a Family Health Care Plan 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. Except for those contributions to medical benefits premiums, including any increases of costs thereof, required of retirees by Chapter 78, or any successor statute thereto, all premiums and increases in premiums subsequent to retirement shall be borne 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 of New Milford as of the expiration of this Contract, shall be provided with said coverage by the Borough to age 65, or such date as the employee is eligible for Medicare, unless the employee obtains new employment which provided 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.

In addition to the aforesaid, the Borough will provide the retired employee and employee's spouse, if any, with AARP Medicare Part B and Supplement Plan F Insurance or its equivalent, and with AARP Medicare RX Preferred (PDP) or its equivalent, until the employee attains the age of 68 years. In the event the employee's spouse is not Medicare eligible when the employee reaches age 65, or such date as the employee is eligible for Medicare, the employee and spouse will continue on the Borough medical plan until such time as the employee's spouse reaches age 65. To be eligible for the benefits set forth in this provision XXI(D), all employees hired after January 1, 2015, must have thirty (30) or more years of continuous service with the Borough of New Milford and must have attained the age of 60 years. All Borough sponsored medical and dental employee and spouse coverage will cease when the retired employee reaches age 68.

- E. Those employees hired after January 1, 1996 will receive health benefits for themselves only upon retirement after 25 years of continuous service.
- F. Terminal leave may, at the discretion of the Borough, be paid out over three years due to financial need. Employees may meet with Borough Administrator to discuss their individual situation.
- G. In the event of death of the Employee, the Employer agrees to pay the Employee's Estate, any and all of the Employee's "banked" compensation, within 120 days of the Employee's date of death.

XXII. 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, including step-family.
- (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.

XXIII. 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.

XXIV. MEDICAL COVERAGE

A. The Borough will provide and pay for a Comprehensive Health Insurance Plan, which includes in and out of network coverage, for full-time employees covered by this Agreement and their families, of the same type and in the same amounts of coverage as presently exists. The Borough shall have the right to obtain, in the place of the foregoing, alternate health care insurance coverage provided that same is substantially similar to the coverage that presently exists.

B. Employee shall contribute towards the premiums payable for the foregoing health care coverage in an amount as required by law, including but not limited to such contributions as are mandated by the provisions of Chapter 78, P.L. 2011 of New Jersey State Law, or any amendments thereto.

XXV. DENTAL/PRESCRIPTION AND VISION CARE COVERAGE

- (a) The Borough will provide and pay for a family dental plan (Delta Dental with available plan options), family vision care (to a maximum of \$250 per person, per year).
- (b) Prescription co-pays may apply. Amounts may vary dependent upon the type of medication.
- (c) The Borough shall have the right to obtain substitute dental, family vision and family prescription coverage, in place of the foregoing, provide that same is substantially similar to the coverage that presently exists.
- (d) Employee shall contribute towards dental/prescription and vision care coverage as may be required pursuant to the provisions of Chapter 78, P.L. 2011 of New Jersey State Law, or any amendments thereto.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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 a Borough of New Milford 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) In addition to all other payments set forth in this Agreement, each employee shall receive ten dollars (\$10) per credit for all college credits earned in courses leading to a Bachelor's degree. The amount shall be paid on an annual basis, pro-rated and included in the employee's periodic paychecks.**
- (4) Employees who are also Borough Volunteer Fire Department delegates to the State Fire Association are granted time off from regular work schedule to attend the convention, as per New Jersey State statute.**
- (5) DPW Supervisor will consider options to be utilized during emergency situations requiring extended work hours. Options to include place to sleep, breaks, and adjusted work schedules.**
- (6) a. A maximum of two hours working time may be utilized, with supervisor approval, for CDL Driver's license renewal.**
 - b. With supervisor approval other licenses related to Borough work may also be considered.**

Negotiations for the next contract shall begin no later than one hundred twenty (120) days prior to the end of the term of this agreement, or no later than August 30, 2017.


XXXII. TERM OF CONTRACT

This contract shall take effect upon execution thereof as of January 1, 2018 and shall terminate on December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this 8 day of January 2018.

ATTEST:

BOROUGH OF NEW MILFORD




Christine Demiris
Borough Clerk

BY: 

Ann Subrizi, Mayor

WITNESS:

NEW MILFORD PUBLIC WORKS
EMPLOYEES BENEVOLENT ASSOCIATION



WILLIAM I. STRASSER, ESQ.



BY: SYL BRESA, PRESIDENT



WILLIAM I. STRASSER, ESQ.



BY: JONATHAN DOICK, VICE PRESIDENT

APPENDIX "A" (ATTACHED) SALARY RATES

	2017 Salary	2018 @ 2.5% Jan. 1st	2019 @ 2.5% Jan. 1st	2020 @ 2.5% Jan. 1st	2021 @ 2.5% Jan. 1st
RECYCLING LABORER	\$40,010	\$41,010	\$42,036	\$43,086	\$44,164
LABORER 1	\$48,331	\$49,539	\$50,778	\$52,047	\$53,348
LABORER 2	\$51,915	\$53,213	\$54,543	\$55,907	\$57,304
LABORER 3	\$55,499	\$56,886	\$58,309	\$59,766	\$61,261
LABORER 4	\$59,083	\$60,560	\$62,074	\$63,626	\$65,217
LABORER 5	\$62,670	\$64,237	\$65,843	\$67,489	\$69,176
LABORER 6	\$68,140	\$69,844	\$71,590	\$73,379	\$75,214
LABORER 7	\$72,264	\$74,071	\$75,922	\$77,820	\$79,766
LABORER 8	\$76,277	\$78,184	\$80,139	\$82,142	\$84,196
PARKS/REC/SNOW 1 - 8 is \$1,500 less than Laborer 1 -8					
MECHANIC 1	\$50,746	\$52,015	\$53,315	\$54,648	\$56,014
MECHANIC 2	\$54,514	\$55,877	\$57,274	\$58,706	\$60,173
MECHANIC 3	\$58,282	\$59,739	\$61,233	\$62,763	\$64,332
MECHANIC 4	\$62,050	\$63,601	\$65,191	\$66,821	\$68,492
MECHANIC 5	\$65,820	\$67,466	\$69,152	\$70,881	\$72,653
MECHANIC 6	\$71,468	\$73,255	\$75,086	\$76,963	\$78,887
MECHANIC 7	\$75,877	\$77,774	\$79,718	\$81,711	\$83,754
MECHANIC 8	\$83,069	\$85,146	\$87,274	\$89,456	\$91,693
FOREMAN	\$79,331	\$81,314	\$83,347	\$85,431	\$87,567
CREW CHIEF	\$77,831	\$79,814	\$81,847	\$83,931	\$86,067
CREW CHIEF is \$1,500 less than Foreman					
ASST. SUPER	\$86,410	\$88,570	\$90,785	\$93,054	\$95,380

APPENDIX "B"

HOLIDAYS for 2018 – 2021

Holidays 2018

New Year's Day	Monday, January 1, 2018
Martin Luther King Jr.'s Birthday	Monday, January 15, 2018
President's Day	Monday, February 19, 2018
Good Friday	Friday, March 30, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Columbus Day	Monday, October 8, 2018
Veteran's Day	Monday, November 12, 2018
Thanksgiving	Thursday, November 22, 2018
Thanksgiving*	Friday, November 23, 2018
Christmas Eve**	Monday, December 24, 2018
Christmas	Tuesday, December 25, 2018

* In lieu of Election Day, the office will be closed the day after Thanksgiving, Friday, November 23, 2018.

** In lieu of Lincoln's Birthday the office will be closed Monday, December 24, 2018.

Holidays 2019

New Year's Day	Tuesday, January 1, 2019
Martin Luther King Jr.'s Birthday	Monday, January 21, 2019
President's Day	Monday, February 18, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Independence Day**	Friday, July 5, 2019
Labor Day	Monday, September 2, 2019
Columbus Day	Monday, October 14, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving	Thursday, November 28, 2019
Thanksgiving*	Friday, November 29, 2019
Christmas	Wednesday, December 25, 2019

* In lieu of Election Day, the office will be closed the day after Thanksgiving, Friday, November 29, 2019.

** In lieu of Lincoln's Birthday the office will be closed Friday, July 5, 2019 (or December 31, 2018).

Holidays 2020

New Year's Day	Wednesday, January 1, 2020
Martin Luther King Jr.'s Birthday	Monday, January 20, 2020
President's Day	Monday, February 17, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Columbus Day	Monday, October 12, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020
Thanksgiving*	Friday, November 27, 2020
Christmas Eve**	Thursday, December 24, 2020
Christmas	Friday, December 25, 2020

*In lieu of Election Day, the office will be closed the day after Thanksgiving, Friday, November 27, 2020.

**In lieu of Lincoln's Birthday the office will be closed Thursday, December 24, 2020.

Holidays 2021

New Year's Day	Friday, January 1, 2021
Martin Luther King Jr.'s Birthday	Monday, January 18, 2021
President's Day	Monday, February 15, 2021
Good Friday	Friday, April 2, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Columbus Day	Monday, October 11, 2021
Veteran's Day	Thursday, November 11, 2021
Thanksgiving	Thursday, November 25, 2021
Thanksgiving*	Friday, November 26, 2021
Christmas	Friday, December 24, 2021
New Year's Day 2022**	Friday, December 31, 2021

*In lieu of Election Day, the office will be closed the day after Thanksgiving, Friday, November 26, 2021.

**This will be counted as one of the 13 paid holidays for 2022.

In lieu of Lincoln's Birthday each employee will be entitled to one floating holiday of their choice.

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":**

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

Employees hired after 12/31/14 will not be entitled to Longevity.

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