

MEMORANDUM OF AGREEMENT

The following provisions constitute additions to and/or modifications of terms and conditions of employment between the ~~Borough of New Milford and~~ ^{New Milford} and the New Milford PBA Local 83. The following shall be incorporated into the 1979-1980 Agreement and will form a new two-year Agreement commencing January 1, 1981 through December 31, 1982 or until such time as a new Agreement is executed:

1. Effective January 1, 1981, the salary schedule for each rank and grade therein shall be increased by eight point five (8.5%) percent. Effective January 1, 1982 the then existing salary schedule for each rank and grade therein shall be increased by an additional eight point five (8.5%) percent.

2. Effective January 1, 1982, the Borough shall provide a fully paid Optical Plan for members of the bargaining unit and their families. This plan shall not exceed an initial annual cost in premiums to the Employer by more than Two Thousand (\$2,000.00) Dollars per annum. Thereafter, all increases in premiums shall be borne entirely by the Borough. Said plan must be mutually agreed upon prior to November 1, 1981. In the event that no plan is agreed upon between the parties, the above-referenced Two Thousand (\$2,000.00) Dollars allocated for premiums shall be equally divided among the members of the bargaining unit and the base annual salary for each police officer within the unit shall be increased by that sum per year effective January 1, 1982.

3. Effective January 1, 1981, the Borough will provide a Family Health Care Plan for Employees who retire after twenty-five years of service or upon disability retirement, which Plan shall be the same as or equivalent to that which is currently being provided to members of the bargaining unit. All premiums and increases in premiums during the three years subsequent to retirement shall be borne entirely by the Borough unless the Employee obtains new employment which provides him with the same or equivalent coverage.

x'd. 5/82
-1-
X [unclear] 1981 - Dec 31, 1982

In addition, if the retiree so chooses and upon notification to the Borough, the Borough shall continue to maintain this insurance coverage after the expiration of the three year term referenced above provided that thereafter the retiree assumes payment of the premiums.

4. The provision with respect to payment for court time contained in the current collective bargaining agreement shall be modified to provide that all "off-duty" court time shall be paid at the time and one half rate effective January 1, 1981.

5. The provision in the current collective bargaining agreement with respect to personal days shall be modified to provide that personal days may be accumulated from year to year up to a maximum of four days effective January 1, 1981.

6. The collective bargaining agreement shall include a new provision entitled "Agency Shop" attached hereto as Exhibit A, effective January 1, 1981.

7. The employees within the bargaining unit agree to attend one meeting each quarter of the calendar year for a duration of two hours which shall be commonly referred to as the "Chief's Meeting". One of the above-mentioned meetings may be used by the employee to satisfy his/her annual weapons qualification requirement. This is to be effective January 1, 1981 and no additional compensation shall be provided pursuant to this provision.

8. The provision entitled "Sick Leave" in the current work contract shall be modified to provide that effective January 1, 1981, each Employee shall be entitled to fifteen days sick leave per annum.

9. The Employer shall compensate any Employee who utilizes less than four sick days from January through the end of November of any calendar year a bonus of One Hundred (\$100.00) Dollars to be paid in the first pay period of December of that year, effective January 1, 1981.

10. Effective January 1, 1981, the provision in the collective bargaining agreement with respect to clothing allowance shall be modified to provide for the sum of Three Hundred and Fifty (\$350.00) Dollars per annum for each Employee.

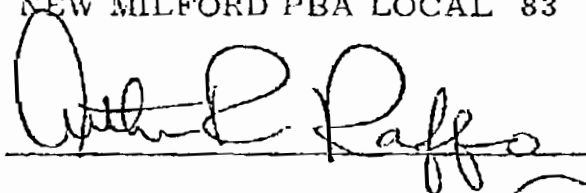
11. The provision entitled Savings Clause in the current collective bargaining agreement shall be deleted and the clause attached hereto as Exhibit B shall be substituted thereafter.

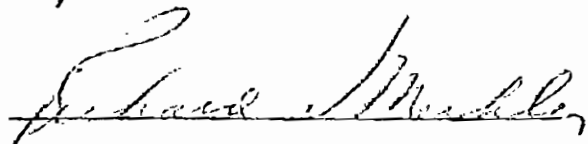
It is understood and agreed between the parties, and based upon the authority of each as represented by the members of their respective negotiation committees, that this Agreement is subject only to ratification by the PBA, and Mayor and Council of Borough of New Milford.

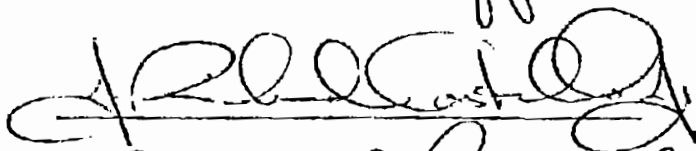
BOROUGH OF NEW MILFORD

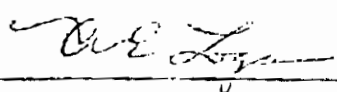
NEW MILFORD PBA LOCAL 83



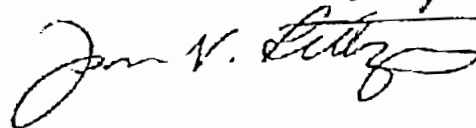












Dated:

E X H I B I T A

AGENCY SHOP

Section 1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

Section 2. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Union under this Article.

EXHIBIT B

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to an Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:13A-3, et seq; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

EXHIBIT C

RANK	1980	JANUARY 1, 1981	JANUARY 1, 19
1st Year Patrolman	13,278.69	14,407.38	15,632.01
2nd Year Patrolman	14,101.53	15,300.16	16,600.67
3rd Year Patrolman	14,918.41	16,186.47	17,562.32
4th Year Patrolman	15,741.25	17,079.26	18,531.00
5th Year Patrolman	19,509.60	21,167.92	22,967.19
Sergeants	20,702.12	22,461.80 <i>Arly Rate</i>	24,371.05
Lieutenants	21,894.64	23,755.68 <i>Arly rate</i>	25,774.91
Captains	23,087.16	25,049.57 <i>Arly</i>	27,178.78
Deputy Chief	24,087.16	26,134.57 <i>L. C. P. T.</i>	28,356.01

U.B.E.

MEMORANDUM OF AGREEMENT
February 9, 1981

The following provisions constitute additions to and/or modifications of terms and conditions of employment between the Borough of New Milford and the United Borough Employees. The following shall be incorporated into the 1979 - 1980 Agreement and will form a new two-year Agreement commencing January 1, 1981 through December 31, 1982 or until such time as a new Agreement is executed:

1. Effective January 1, 1981 salaries of all members of the bargaining unit will be increased at a rate of eight point five (8.5%) percent for the first year of the agreement and nine (9%) percent additional for the second year of the agreement.
2. Longevity will be computed at 1% a year for each full and uninterrupted four years of service and shall continue to increase at this rate until 20 years have been completed. at which time longevity shall be paid at 5%.
3. The current sick leave benefit will continue with the exception that it will be permitted to accumulate in an unlimited amount. Should an employee utilize less than four sick days during the period December 1 of one year and November 30 of the following year that employee shall be entitled to \$100.00 to be paid in the first pay period of December.
4. The clothing allowance for police desk attendants will be increased to \$175.00.
5. The Borough will immediately investigate an optical plan which will become effective January 1, 1982. This is equal to both the police and the Road Department agreements.
6. The Borough will commence with a Temporary Disability Coverage Program as of January 1, 1981.

IN WITNESS WHEREOF, the parties have set their hands and seals
this 19 day of March, 1981.

BOROUGH OF NEW MILFORD

UNITED BOROUGH EMPLOYEES

Margaret P. [Signature]
[Signature]

Robert [Signature]
[Signature]

THIS AGREEMENT, made this 7 day of March, 1979, by and between the BOROUGH OF NEW MILFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "Employer", and UNITED BOROUGH EMPLOYEES, hereinafter referred to as the "Union" or "Association."

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

NOW, THEREFORE, it is agreed as follows:

I. EMPLOYEES' BASIC RIGHTS

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

II. ASSOCIATION RECOGNITION

(1) The Employer recognizes the Union as the exclusive representative, as certified on November 10, 1976 by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to all negotiable items of employment of all white-collar employees employed by the Borough of New Milford excluding those classes as set forth on the certification notice.

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

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

III. EXCLUSIVITY OF UNION REPRESENTATION

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

IV. EXISTING LAW

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

V. UNION REPRESENTATIVES

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

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

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

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

(3) The designated Union representative shall be granted time with pay during working hours to seek to settle grievances and to attend all meetings and conferences on Contract negotiations with Borough officials.

VI. MAINTENANCE OF WORK OPERATIONS

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

(2) It is understood that violation of the provisions of this ARTICLE may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this AGREEMENT.

VII. PRESERVATION OF RIGHTS

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

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

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

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

(d) All employees hired during the year 1978 whose salary was adjusted during said year, if that adjustment exceeds the 7.25% shall retain said adjustment; and if it does not, then the adjustment shall be brought up to 7.25%.

X. WORK DAY, WORK WEEK, AND OVERTIME

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

(2) Lunch shall be taken from 12:00 noon to 1:00 p.m. and from 1:00 p.m. to 2:00 p.m. in shifts.

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

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

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

(6) Overtime may be accumulated up to 3-4 days, which overtime shall be thereafter taken within a reasonable period of time.

XI. HOURLY RATE

To compute the base hourly rate of an employee, his annual base salary shall be divided by 1820 hours. ye 80

XII. RECALL

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

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

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

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

(2) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under R.S. 11, 40 and 40A, or any other national, state, county or other applicable laws.

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

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

VIII. DATA FOR FUTURE BARGAINING

(1) The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively.

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

IX. SALARIES

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

(2) The base annual salary for 1978 shall be deemed to be retroactive to January 1, 1978, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

(3) The parties further agree that:

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

Effective July 1, 1977 and thereafter all unit employees shall receive a longevity payment up to a maximum of 4% which is being paid under the same terms and conditions as presently existing for police employees of the Borough of New Milford.

XIV. UNIFORMS

The present practice with regard to uniforms shall be continued.

XV. VACATIONS

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

(2) When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only, or, by mutual agreement of the employee, may be compensated by money payment thereof.

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

(4) If an official holiday occurs during an employee's authorized vacation, he 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.

XVI. HOLIDAYS

(1) Effective January 1, 1976, all employees will be entitled to and will receive twelve (12) holidays per year which, if worked, entitle the employee to time and one half for each such holiday.

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

(3) In addition to the regular paid holidays heretofore set forth, the employees covered under this Agreement shall be entitled to such other holidays as may be declared from time to time by the Borough's governing body for any other Borough employees, to be taken at a time mutually convenient to the parties.

(1) All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of this first calendar year of hiring and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year, up to a maximum of forty-five (45) working days.

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

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

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

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

XVIII. WORK INCURRED INJURY

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

(2) The employee shall be required to present evidence by a certificate of a responsible physician that he 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.

(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.

XIX. BEREAVEMENT LEAVE

(1) All permanent full time and part-time employees covered by this agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family for a funeral taking place within a radius of 150 miles or five (5) days if the funeral takes place outside of this limit.

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

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

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

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

XX. LEAVE OF ABSENCE

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

(2) The Employee shall submit in writing all facts bearing on the request to his 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 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.

XXI. MEDICAL COVERAGE

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

XXII. LIFE INSURANCE

The Borough will provide at its own costs and expense and without costs to the employee, the same life insurance policy presently in existence.

XXIII. BULLETIN BOARD

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

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

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

XXIV. PERSONNEL FILES

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

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

(3) Whenever a written complaint concerning an employee 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.

XXV. MILITARY LEAVE

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

XXVI. PENSION

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

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

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

XXVII. GRIEVANCE PROCEDURE

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

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

(A) Step One

In the event that any employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the employee shall discuss it informally with his 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 Borough liaison officer, with a copy going to the Borough Administrator. The liaison officer 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.

XXVIII. DISCIPLINE

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

(2) All decisions concerning any form of discipline or the extent thereof may be appealed by the employee by filing a Notice of Arbitration with PERC within 30 working days after being notified of the results of said discipline. The appointed Arbitrator shall have the power to review the facts and law and to make such findings, including modification of penalty as he shall deem proper. The award of the Arbitrator shall be final and binding upon the parties.

XXIX. SAVINGS CLAUSE

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

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

XXX. PERSONAL DAYS

Each member of the unit is entitled to and shall receive one (1) personal day to be taken at their sole and individual discretion without reason but with appropriate notice.

XXXI. TERM OF CONTRACT

This contract shall take effect upon the execution thereof and shall terminate on December 31, 1978.

11/78-1/2078

1979

Attest:

Borough of New Milford:

[Handwritten signature]

[Handwritten signature]

ATTEST:

UNITED BOROUGH EMPLOYEES:

[Handwritten signature]

[Handwritten signature]

APPENDIX A

SALARIES

The following salary adjustments shall be made to the individual base salaries retroactive to January 1, 1978:

Mitsy Asuma	\$225.00
Dorothy Brady	225.00
K. Holmes	225.00
Marie Bird	225.00
R. Elefante	275.00
D. Rothweiler	41.67
Gloria Wolf	41.67
M. Dougherty	41.67

All base annual salaries of all employees in the bargaining unit existing as of January 1, 1978, shall be increased of that date by 7½% across the board.

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THIS AGREEMENT made this 13th day of August 1979 between the
BOROUGH OF NEW MILFORD, a municipal corporation of the State
of New Jersey, hereinafter referred to as "Employer" and the
UNITED BOROUGH EMPLOYEES, hereinafter referred to as "Employee".

1. The agreement dated March 2, 1979 be amended and supplemented
as hereinafter set forth:

A. The contract period shall be from January 1, 1979
to December 30, 1980, both dates inclusive.

B. Personal Days

Paragraph XXX shall be amended so that each member
of the unit is entitled to, and shall receive,
two (2) personal days per year to be taken at their
sole and individual discretion without reason but with
appropriate notice.

C. Salaries

Paragraph IX shall provide for 7½ percent increase
for each year of this agreement as set forth in the
amended Schedule "A" and shall be retroactive to
January 1, 1979.

D. In the event of prolonged illness the Mayor and Council
may grant special consideration to any fulltime employee
covered by this agreement provided said illness does not
exceed 52 weeks. The Mayor and Council may request a
certification from the physician as proof of illness.

DATED: August 24, 1979

FOR THE BOROUGH:

Albert E. Logan
Albert E. Logan, Mayor

FOR THE UNITED BOROUGH EMPLOYEES

Dorothy Brady
Dorothy Brady
Rose Elcanta
Rose Elcanta

ATTEST: Frank Gal

AMENDED & EXTENDED AGREEMENT
8/24/79

MEMORANDUM OF AGREEMENT

BETWEEN

THE BOROUGH OF NEW MILFORD AND THE NEW MILFORD PUBLIC WORKS
BENEVOLENT ASSOCIATION

The following provisions constitute additions to and/or modifications of the terms and conditions of employment between the Borough of New Milford and the New Milford Public Works Employees Benevolent Association. The following shall be incorporated into the 1979-1980 Agreement and will form a new two-year Agreement commencing January 1, 1981 through December 31, 1982.

IX SALARIES Effective January 1, 1981, the salary schedule for each member of the unit or association therein shall be increased by eight point five (8.5%) percent. Effective January 1, 1982 the then existing salary schedule for each member of the association therein shall be increased by an additional nine (9%) percent. In accordance with Exhibit A attached.

XII STAND BY TIME of the agreement to which this is an amendment shall be amended to the end that each employee designated for standby duty shall be compensated for purely stand-by (i.e. on-call) time in the sum of \$45.00 for a one-week period.

Whenever an employee is called for standby between the hours of 11:00 P.M. and 6:00 A.M. said employee will be guaranteed a minimum of two hours of overtime.

SECTION XIV -- LONGEVITY of the agreement to which this is an amendment shall be amended to read in accordance with EXHIBIT B, which is attached.

XVIII - SICK LEAVE of the agreement to which this is an amendment shall be amended to include that the Borough shall apply to the State of New Jersey for Temporary Disability Compensation coverage effective January 1, 1981, and that all employees of the bargaining unit shall be eligible for inclusion in said program.

SECTION XXXI - MISCELLANEOUS Add paragraph (7) as follows:

(7) The Borough will endeavor to secure a family optical plan for all members of this bargaining unit as of January 1, 1982 provided that the maximum premium cost to the Borough of New Milford shall not exceed \$2,000 per annum.

In all other respects this agreement shall remain in force and effect accept as modified herein.

IN WITNESS WHEREOF, the parties have set their hands and seals

this 27 day of Dec. 1980.

BOROUGH OF NEW MILFORD

NEW MILFORD PUBLIC WORKS EMPLOYEES
BENEVOLENT ASSOCIATION

Mayor A. DeLuca

Joseph P. ...

Donato L. Longo, Councilman

William Cornelley

APPENDIX "A"

SALARIES

	<u>1981</u>	<u>1982</u>
Assistant Superintendent of Public Works	\$13,974.88	\$20,682.61
Public Works Mechanic	\$17,709.93	\$19,303.82
Public Works Mechanic, Assistant	\$17,031.96	\$18,564.84
Road Department Foreman	\$17,493.55	\$19,067.97

Road Department Laborers:

First Year	\$10,613.05	\$11,568.22
Second Year	\$13,863.69	\$15,111.42
Third Year	\$14,963.13	\$16,309.81
Fourth Year	\$15,268.46	\$17,296.62
Fifth Year	\$16,749.50	\$18,256.96

APPENDIX "B"

LONGEVITY

Effective January 1, 1981, each Employee of the Department of Public Works of the Borough of New Milford shall be entitled to longevity pay at the rate of one per cent (1%) for each full and uninterrupted four (4) years of service; two per cent (2%) after eight (8) years; three per cent (3%) after twelve (12) years; four per cent (4%) after sixteen (16) years and five per cent (5%) after twenty (20) or more years of uninterrupted service.

Form of payments for longevity will be pursuant to past practice.