

**AGREEMENT**

Between

**BOROUGH OF NEW MILFORD**

And

**RWDSU, LOCAL 108, AFL-CIO-CLC**

**JANUARY 1, 2009 – DECEMBER 31, 2011**

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**PREAMBLE**

THIS AGREEMENT, made this 24th day of March 2009, 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 Local 108 RWDSU, AFL-CIO-CLC, hereinafter referred to as "Union".

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 to freely organize, join and support the Union and its affiliates for the purpose 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 the Constitution of New Jersey and of the United States; that it shall not discriminate against any such employee with respect to hours, wages, or any membership in the Union and its affiliates, collective negotiation with the Employer or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

## II

### UNION RECOGNITION

A. The Employer recognizes the Union as the exclusive representative, pursuant to Docket No. CU-2000-7, by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to all negotiable items of employment of all full-time and regular part-time white-collar employees employed by the Borough of New Milford, including those classes as set forth below:

1. Administrative Assistant - Building Department
2. Receptionist – Clerk’s Office
3. Building Department Control Person
4. Violations Clerk
5. Public Health Nurse
6. Tax Assessor’s Assistant
7. Administrative Assistant – DPW
8. Deputy Court Clerk
9. Records Clerk
10. Data Entry Clerk
11. Deputy Tax Collector
12. Tax Collector Clerk
13. Assistant – Borough’s Clerk Office
14. Police Dispatcher
15. Secretary/Registrar Health Department

The following titles shall be excluded from the white-collar bargaining unit represented by RWDSU. Local 108:

1. Deputy Borough Clerk
2. Police Chief’s Secretary (Administrative Assistant – Police)
3. Tax Assessor
4. Superintendent – Parks and Recreation
5. Tax Collector
6. Construction Code Official
7. Court Administrator
8. Borough Clerk
9. Recycling Coordinator
10. Senior Transportation Coordinator
11. Recreation Secretary
12. Senior Van Driver
13. Sub-Code Official
14. Court Attendant
15. Senior Center Director

- B. No employee shall be compelled to join the Union, but shall have the option to voluntarily join said union.
- C. 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**

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

**Union Dues**

- 1. Pursuant to N.J.S.A.52:14-15.9(e) as amended, the Borough agrees to deduct from the pay of the employees who authorize the Borough in writing to do so.

Deductions shall be made either from the first of the month or the second pay period of each month. All amounts deducted shall be remitted to the union once a month no later than the 10<sup>th</sup> day of the month. The Borough further agrees to furnish the union with a list, not more than monthly, of newly hired employees and terminated employees. The Union will advise the borough in writing, of the amount of the initiation fees and monthly dues.

- 2. Pursuant to the New Jersey Employer-Employee Relations Act, as Amended, effective July 1, 1980 all non-members included in the Certification shall pay to the Union a representation fee in lieu of dues for services rendered by the union in amount equivalent to the regular members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments as provided by N.J.S.A. 34:13A-5.5.

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

#### **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 and Federal Laws.

#### **V. UNION REPRESENTATIVES**

- A. The Employer recognizes the right of the Union to designate two (2) representatives for the enforcement of this Agreement. The Union shall furnish the Employer in writing the names of the representatives and notify the Employer of any changes.
- B. The authority of the representatives so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  1. The presentation of grievances in accordance with the provisions of the collective bargaining agreement.
  2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.
- C. The designated Union representatives 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**

- A. 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.
- B. 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**

- A. The Borough of New Milford hereby retains and reserves unto itself, without limitations, 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, following rights:
  - 1. To the executive management and administrative control of the Borough 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;

3. To suspend, promote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law;
- B. 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.
  - C. 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 Contract, shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Contract.
  - D. Unless a contrary intent is expressed in this Contract, 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**

- A. The Borough agrees to make available to the Union all relevant data the Union may require to bargain collectively.
- B. 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 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**

- A. The employee shall receive a 3.75% increase on January 1, 2009, 4.00% on January 1, 2010, and 4.25% increase on January 1, 2011 of their base annual salary.
- B. The base annual salary for 2009 shall be deemed to be retroactive to January 1, 2009, and any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable except those employees hired after January 1, 2009. Any employees hired after January 1, 2009 shall receive their first increase on January 1, 2010.
- C. The parties further agree that:
  - 1. The Borough retains the right to hire new employees and to do so at a rate it establishes. This rate will not be less than \$22,500 for full time employees.

2. There is to be a 3 month probationary period for new full and part time employees. The Borough reserves the right to terminate for any cause within said period. There shall be no recourse by the employees or by the Union, on its behalf, to the grievance and arbitration procedure.
3. At the end of the 3 month probationary period, employees shall receive all of the benefits of the Union Contract including the raise negotiated by the Union, all retroactive to the date of hire except the employee shall receive medical benefits at the start of the fourth month.
4. Merit increases may be recommended by a department head or staff member achieving any three of the following criteria:
  - a. Continuous service for at least two years.
  - b. Satisfactory review of employee work record.
  - c. Change in job title accompanied by substantive increase in responsibility.
  - d. Relevant certification by a recognized authority or comparative educational achievement.

The recommendation will then be sent to the Administrator who will make a recommendation to the Mayor and Council. The final decision will be made by the Mayor and Council.

5. In addition to all other payments set forth in this Agreement, each employee shall receive payment for all college credits earned in courses related to or leading to a Bachelor's Degree.

6. The above payment shall be ten dollars (\$10.00) per credit paid annually, which shall be pro-rated and included in the employee's periodic paychecks.
7. The Borough shall provide a uniform to the Police Dispatcher.

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

- A. The workday shall commence at 8:00 a.m. and shall continue until 4:00 p.m. during which period a 15 minute coffee break will be permitted between 8:00 a.m. and 12:00 noon.
- B. A Summer Schedule shall apply for the dates outlined in Appendix D as follows: Monday through Thursday the workday shall commence at 8:00 a.m. and shall continue until 4:30 p.m.; Friday the workday shall commence at 8:00 a.m. and shall continue until 1:00 p.m. Part-time employees will work from 9:00 a.m. to 3:30 p.m. Monday through Thursday and from 9:00 a.m. to 12:30 p.m. on Fridays during the dates outlined in the Summer Schedule.
- C. Lunch hours shall be between 12:00 noon and 2:00 p.m. in one-hour shifts. There will be no lunch hour on Fridays during the dates outlined in the Summer Schedule.
- D. Work in excess of a normal day or normal week shall be overtime and shall be paid at the time and one-half rate.
- E. In lieu of overtime, comp time may be accumulated up to a maximum of fourteen (14) hours throughout the year. All comp time must have prior approval from the department head and the Administrator; accrual and use of comp time must be

reported on standard time sheets and must be submitted to the Administrator's office. Any time beyond fourteen (14) hours must be paid as overtime. Comp time cannot be carried over to the following year; unused comp time will expire on December 31<sup>st</sup> of the year in which it was earned.

- F. All offices shall have adequate air conditioning, heat and be smoke-free.
- G. Any office with more than one person on duty shall alternate lunch hours to the end that the office remains open at all times.

## **XI. HOURLY RATE**

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

## **XII. RECALL**

- A. Any employee who is called back to work after having completed his/her regularly scheduled shift shall be compensated at his/her time and one-half rate and shall be guaranteed no less than one hour of work.
- B. The parties agree that when an employee is injured while traveling in response to or as a result of a recall, and sustains injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement.

**XIII. LONGEVITY**

After 4 years of uninterrupted service	3%
After 8 years of uninterrupted service	4%
After 12 years of uninterrupted service	5%
After 16 years of uninterrupted service	6%
After 20 years of uninterrupted service	7%
After 24 years of uninterrupted service	8%

Employees hired after January 1, 1998, longevity shall be computed as follows:

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%

**XIV. VACATIONS**

- A. The existing vacation program and allowances shall be maintained during the term of this Agreement.
- B. When, in any calendar year, the vacation or any part thereof is not granted by reason or pressure of municipal business, such vacation periods not exceeding two weeks and not granted shall accumulate and shall be granted during the next succeeding year only prior to June 15 or after September 15, or, by mutual agreement of the employee, may be compensated by money payment thereof.

- C. If any employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he/she may have such period of illness and post hospital recuperation period charged against available sick leave at this/her option upon proof of hospitalization and a physician's certificate.
- D. If any official holiday occurs during an employee's authorized vacation, he/she will be entitled to an additional vacation day in lieu of the holiday.
- E. Vacations shall be selected on a rotating seniority basis, which shall be established by the Borough, subject to present practices.
- F. See Appendix "A" for vacation formula.
- G. Part-time employees shall receive pro-rated vacation time.
- H. 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 the employee's intent to exercise this option by October 31<sup>st</sup>. Payment will be made by June 30<sup>th</sup> of the following year.

**XV. HOLIDAYS**

- A. All employees will be entitled to and will receive thirteen (13) holidays per year, which if worked, entitle the employee to time and one-half for each such holiday. The holidays noted herein shall be set forth in Appendix "B".
- B. 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.



- C. Employees agree to work an additional half hour, until 4:30 p.m. for full-time employees and until 3:30 p.m. for part-time employees, for the four regular work days immediately preceding the Eve of Thanksgiving, Christmas Eve, and the three days immediately preceding and one day immediately following New Year's Eve and in return will forego lunch and be permitted to leave at 1:00 p.m. on the aforementioned days. The effective dates for this "Holiday Schedule" can be found in Attachment E.

**XVI. 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 which shall accumulate from year to year. Part-time employees shall receive six (6) days accrued at a rate of ½ day per month.
- B. 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.
- C. To qualify for payment while absent on sick leave, each employee who will be absent from duty on sick leave shall so notify his/her supervisor at least one hour before the commencement of his/her schedule tour of duty. Said notice shall state the nature of the cause of the absence from duty. An employee who is absent

without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

- D. An employee absent on sick leave may be required to submit a doctor's note at the discretion of the management substantiating the illness if he/she is absent more than three (3) consecutive days.
- E. One-half (1/2) of a work day shall be the smallest unit to be considered by computing sick leave used.
- F. The Employer shall give 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 (1/2) of the annual 15 day allotment not used in the period from December 1 to November 30 of the following year provided that the employee maintains a sick "bank" of 50 days for the entire period.

Once the sick "bank" requirement of 50 days is satisfied, the employee may choose the option of adding unused days to his/her "bank" up to the limit of 183 days (203 days for those with more than 20 years of service). Employees may "bank" sick days not paid. Option choice must be in writing to the Administrator no later than November 15<sup>th</sup>. Payment will be the first pay date in December.

## **XVII. WORK INCURRED INJURY**

- A. 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.

- B. The employee shall be required to present evidence by a certificate of a responsible physician that he/she is unable to work, and the Mayor and Council may reasonable require the employee to present such certificates from time to time. The Administration may require an examination by the Borough appointed physician.
- C. In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough, or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation (establishing such further period of disability and such findings by the Division of Worker' Compensation), or by the final decision of the last reviewing court shall be binding upon the parties.
- D. 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.
- E. Any 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.

**XVIII. BEREAVEMENT LEAVE**

- A. All permanent full-time and part-time employees covered by this Agreement shall be entitled to five (5) days leave with pay upon the death of a member of his/her immediate family for a funeral.
- B. Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of employee or spouse.
- C. Such funeral leave shall not be charged against the employee's vacation or sick leave.
- D. 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 time.
- E. In case of unusual circumstances specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Supervisor.

**XIX. LEAVE OF ABSENCE**

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

- C. This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used his/her accumulated sick and vacation leave in the case of illness, or his/her vacation leave if without pay is requested for reasons other than illness.
- D. At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave and will receive as of the date of his/her return all benefits he/she would have received had he/she not taken the leave.
- E. Seniority shall be retained and shall accumulate during all leaves.

**XX. MEDICAL COVERAGE/FAMILY DENTAL PLAN/VISION CARE PLAN**

- 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. Employees hired after July 1, 2001 shall pay the lesser of 25% or \$1,800.00 towards dependent coverage by payroll deduction.
- B. Hospitalization insurance premiums shall be paid for retired employees for a period of three years. To qualify, an employee must have attained age 60 at the time of retirement and have completed no less than twenty continuous years of service with the Borough.
- C. The Borough agrees to provide each employee with a family dental plan, vision care plan and prescription drug plan.

- D. Prescription co-pays may apply. Co-pay amounts may vary dependent upon the type of medication.
- E. Employees providing proof of coverage under a spouse's medical insurance may elect to receive one-half (1/2) of the cost of such coverage to be paid quarterly (with deductions) and have their names removed from the insured list. Employees hired after January 1, 2006 will be entitled to reimbursement of one-half (1/2) of the cost of *individual* coverage only upon such proof.
- F. The Borough will provide a Family Health Care Plan for employees and their families, for employees who retire after twenty-five years of service or upon disability retirement, which Plan shall be the same as equivalent to that which is currently being provided to members of the bargaining unit. All premiums and increased subsequent to retirement shall be borne entirely by the Borough until the retiree attains age 65, except that any employee who has twenty-five or more years of service as of the expiration of this Contract, shall be provided with said coverage by the Borough to age 68, unless the employee obtains new employment which provides him with the same equivalent coverage and under the same or similar conditions, in which event the employee must accept the employer's coverage.
- G. In addition, if the retiree so chooses and upon notification to the Borough, the Borough shall continue to maintain this insurance covered after the expiration terms referenced above provided that thereafter the retiree assumes payment of the premiums.

- H. Those employees hired after January 1, 1996 will receive health benefits for themselves only upon retirement after 25 years of continuous service.
- I. The Employer shall provide the currently effective optical plan for employees of the Borough Hall and their families.
- J. Dental Plan – the Employer shall maintain its Delta Dental Service Plan, or equivalent package with orthodontia service.

**XXI. BULLETIN BOARD**

- A. The Borough will supply one bulletin board for the use of the Union to be placed in a conspicuous location.
- B. The bulletin board shall be for the use of the Union for the posting of notices and bulletins pertaining to Union business and activities or matters dealing with the welfare of employees.
- C. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to operations may be rejected for posting by the Administrator. However, approval for posting shall not be unreasonably withheld.

## **XXII. PERSONNEL FILES**

- A. 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.
- B. Any employee may by appointment review his personnel file. This appointment for review must be made through the designated Borough representative.
- C. Whenever a written complaint concerning an employee for his/her action is to be placed in his/her personnel file, a copy shall be made available to him/her and (he/she shall be given the opportunity to rebut it if he/she so desires,) and he/she shall be permitted to place said rebuttal in his/her file.
- D. All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed there from.

## **XXIII. 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.



**XXIV. PENSION**

- A. 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.
- B. 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.
- C. 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.

**XXV. GRIEVANCE PROCEDURE**

- A. 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 purpose 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.
- B. The procedure for settlement of grievance shall be as follow:
  - 1. Step One

In the event that any employee covered by this Agreement has a grievance, within four (4) working days of the occurrence of the event being grieved, the

employee shall discuss it informally with his/her Supervisor. The Supervisor shall decide the grievance within four (4) working days after the grievance is first presented to him/her.

2. Step Two

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

3. Step Three

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievances 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.

#### 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.

**XXVI. DISCIPLINE**

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

**XXVII. SAVINGS CLAUSE**

- A. 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 hereby.
- B. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiation changes made necessary by applicable law.

**XXVIII. PERSONAL DAYS**

Each member of the unit is entitled to and shall receive three (3) personal days to be taken at their sole and individual discretion without reason, but with appropriate notice. Part-time employees shall be entitled to two (2) personal days.

**XXIX. TERMINAL LEAVE**

Upon retirement, an employee will be entitled to a stipend according to the following schedule.

- A. 5 years service or less = 25% of sick bank, maximum 35 days  
6-10 years service = 35% of sick bank, maximum 75 days  
11-15 years service = 50% of sick bank, maximum 100 days  
16-20 years service = 60% of sick bank, maximum 140 days  
20 or more years = 75% of sick bank, maximum 183 days
- B. All accumulated and unused holidays to date of retirement, or resignation.
- C. All unused personal days to date of retirement, or resignation
- D. All current year unused vacation days to date of retirement, or resignation, to maximum of 10 days.
- E. Holiday, vacation and personal stipends shall be pro-rated to the final day of employment.
- F. Employees, hired prior to January 1, 2009, who, during the term of this contract, attain 20 or more years of service with the Borough of New Milford, will receive an additional (20) working days towards terminal leave.

**XXX. SAFETY AND HEALTH**

- A. Borough Responsibility – The Borough shall at all times endeavor to maintain safe and healthful working conditions and provide Union members with tools or devices to promote the safety and health of said Union members.
- B. Committee – The Borough and Union shall each designate a safety committee member. Their joint responsibility shall be to investigate unsafe conditions and to recommend corrections to the Administrator. The safety committee will include at least one Union member. The Borough shall notify the committee of any proposed measure to expose the workers to potential harm or chemical exposure, such as painting or construction work and will provide relevant data sheets if any.

**XXXI. FUTURE PAY STEPS**

- A. The Employer and union shall work out a system of pay steps.
- B. The pay steps will be based on skills for each position.

**XXXII. TERM OF CONTRACT**

This Contract shall be in effect from January 1, 2009 and shall terminate on December 31, 2011.

Attest:

BOROUGH OF NEW MILFORD

Christine Demusio Frank Albani  
4/27/09 MAYOR

Attest:

RWDSU, LOCAL 108

Barbara Fenske MJ. Rubin

**APPENDIX A**

**VACATIONS**

Full time employees shall receive vacation on the following basis:

Less than one year of service; one day for each month of employment not to exceed ten (10) days.

- |    |                                    |         |
|----|------------------------------------|---------|
| A. | More than one year of service:     | 10 days |
| B. | More than five years of service:   | 15 days |
| C. | More than ten years of service:    | 20 days |
| D. | More than fifteen years of service | 25 days |

**APPENDIX B**

**HOLIDAYS**

NEW YEAR'S DAY

MARTIN LUTHER KING DAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

GOOD FRIDAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

COLUMBUS DAY

ELECTION DAY

VETERAN'S DAY

THANKSGIVING DAY

CHRISTMAS DAY

See three year holiday schedule attached



**APPENDIX "B"**

**HOLIDAYS for 2009 – 2011**

**Holidays 2009**

New Year's Day	Thursday, January 1, 2009
New Year's Day**	Friday, January 2, 2009
Martin Luther King Jr.'s Birthday	Monday, January 19, 2009
President's Day	Monday, February 16, 2009
Good Friday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Friday, July 3, 2009
Labor Day	Monday September 7, 2009
Columbus Day	Monday, October 12, 2009
Veteran's Day	Wednesday, November 11, 2009
Thanksgiving	Thursday, November 26, 2009
Thanksgiving*	Friday, November, 27, 2009
Christmas	Friday, December 25, 2009

\*In lieu of Election Day, the office will be closed the day after Thanksgiving, Friday November 27<sup>th</sup>, 2009.

\*\*In lieu of Lincoln's Birthday, the office will be closed Friday, January 2, 2009.

**Holidays 2010**

New Year's Day	Friday, January 1, 2010
Martin Luther King Jr's. Birthday	Monday, January 18, 2010
President's Day	Monday, February 15, 2010
Good Friday	Friday, April 2, 2010
Memorial Day	Monday, May 31, 2010
Independence Day	Monday, July 5, 2010
Labor Day	Monday, September 6, 2010
Columbus Day	Monday, October 11, 2010
Veteran's Day	Thursday, November 11, 2010
Thanksgiving	Thursday, November 25, 2010
Thanksgiving*	Friday, November 26, 2010
Christmas	Friday, December 24, 2010
New Year's Day**	Friday, December 31, 2010

\*In lieu of Election Day, the office will be closed the day after Thanksgiving, Friday November 26, 2010.

\*\*In lieu of Lincoln's Birthday, the office will be closed Friday December 31, 2010.

*Holidays 2011*

New Year's Day	Monday, January 3, 2011
Martin Luther King Jr.'s Birthday	Monday, January 17, 2011
President's Day	Monday, February 21, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Columbus Day	Monday, October 10, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving	Thursday, November 24, 2011
Thanksgiving*	Friday, November 25, 2011
Christmas	Friday, December 23, 2011
Christmas**	Monday, December 26, 2011

\*In lieu of Election Day, the office will be closed the day after Thanksgiving, Friday, November 25, 2011.

\*\*In Lieu of Lincoln's Birthday the office will be closed Monday, December 26, 2011.

## APPENDIX C

### PART TIME STAFF SHALL RECEIVE

<b><u>Sick Days</u></b>	Six per year accrued at a rate of one day per two months worked.
<b><u>Vacation</u></b>	Ten days after completion of one year of employment (First year, one per month up to a total of ten, retroactive to date of hire upon completion of probationary period). Fifteen days after completion of ten years of employment.
<b><u>Personal Day</u></b>	Two days per year – cannot be carried over to succeeding year.
<b><u>Holidays</u></b>	All holidays as afforded the full time employees.
<b><u>Medical Insurance</u></b>	Available to staff with weekly schedules of at least 30 hours.

**APPENDIX D**

**SUMMER SCHEDULE**

June 29, 2009 – September 4, 2009

June 28, 2010 – September 3, 2010

June 27, 2011 – September 2, 2011

**APPENDIX E**  
**HOLIDAY SCHEDULE**

**2009**

8:00 a.m. – 4:30 p.m.: November 19, 20, 23, 24  
8:00 a.m. – 1:00 p.m.: November 25  
8:00 a.m. – 4:30 p.m.: December 18, 21, 22, 23  
8:00 a.m. – 1:00 p.m.: December 24  
8:00 a.m. – 4:30 p.m.: December 28, 29, 30, January 4, 2010  
8:00 a.m. – 1:00 p.m.: December 31

**2010**

8:00 a.m. – 4:30 p.m.: November 18, 19, 22, 23  
8:00 a.m. – 1:00 p.m.: November 24  
8:00 a.m. – 4:30 p.m.: December 17, 20, 21, 22  
8:00 a.m. – 1:00 p.m.: December 23  
8:00 a.m. – 4:30 p.m.: December 27, 28, 29, January 4, 2011  
8:00 a.m. – 1:00 p.m.: December 30

**2011**

8:00 a.m. – 4:30 p.m.: November 17, 18, 21, 22  
8:00 a.m. – 1:00 p.m.: November 23  
8:00 a.m. – 4:30 p.m.: December 16, 19, 20, 21  
8:00 a.m. – 1:00 p.m.: December 22  
8:00 a.m. – 4:30 p.m.: December 27, 28, 29, January 3, 2012  
8:00 a.m. – 1:00 p.m.: December 30

	2008 Salary	2008 Adj.	2009 3.75%	2010 4.00%	2011 4.25%
Adm. Assist/Bldg.	\$27,909	\$29,109	\$30,201	\$31,409	\$32,743
Building Control Person	\$39,775	\$43,275	\$44,898	\$46,694	\$48,678
Deputy Court Clerk	\$34,646	\$37,146	\$38,539	\$40,081	\$41,784
Violations Clerk (1)	\$28,013	\$28,013	\$29,063	\$30,226	\$31,511
Violations Clerk (2)	\$22,500	\$22,500	\$23,344	\$24,278	\$25,309
Public Health Nurse	\$50,818	\$50,818	\$52,724	\$54,833	\$57,163
Sec'y/Registrar Health	\$31,200	\$31,200	\$32,370	\$33,665	\$35,096
Adm. Assist/DPW	\$34,817	\$34,817	\$36,123	\$37,568	\$39,164
Records Clerk (1)	\$46,310	\$46,310	\$48,047	\$49,968	\$52,092
Records Clerk (2)	\$24,336	\$26,936	\$27,946	\$29,064	\$30,299
Deputy Tax Collector	\$49,000	\$49,000	\$50,838	\$52,871	\$55,118
Tax Collector Clerk	\$42,271	\$42,271	\$43,856	\$45,610	\$47,549
Assist to Clerk/QPA	\$36,721	\$41,221	\$42,767	\$44,477	\$46,368
Receptionist/Clerk's Off.	\$30,416	\$30,416	\$31,557	\$32,819	\$34,214
Tax Assessor Assist.	\$20.45	\$20.45	\$21.22	\$22.07	\$23.00
UPDATED 3/12/09					