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**AGREEMENT**  
**Between**  
**TOWNSHIP OF WEST MILFORD**  
**and**  
**LOCAL NO. 2275, AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**

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**January 1, 2002 through December 31, 2004**

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## **PREAMBLE**

THIS AGREEMENT made and entered into on this 16<sup>th</sup> day of MAY, 2002, by and between the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township") and LOCAL NO. 2275, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union") and its affiliate Council #52, represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition in order that more efficient and progressive public service may be rendered.

## **ARTICLE I**

### **RECOGNITION**

- A. The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedule A but excluding any supervisory employees, management executives, confidential employees and all other Township employees.
- B. The title herein shall be defined to include the plural as well as the singular, and shall include males and females and are synonymous with the word employees.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
  - 1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
  - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
  - 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to

the extend such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any National, State, County or local laws or ordinances.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

##### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township Staff.

##### B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the Union on behalf of an individual or individuals, or the Township.

##### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. It is recognized that prior to initiating the formal grievance procedure an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head.

###### Step One:

- (a) An aggrieved employee or the Union on behalf of an aggrieved employee shall institute action under the provisions hereof within five (5) business days of the occurrence of the grievance. The employee or the Union shall, in writing and signed, file his grievance with the Department Head.
- (b) The Department Head shall render a decision in writing within five (5) business days from the receipt of the grievance.

Step Two:

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

Step Three:

- (a) In the event the grievance has not been resolved at Step Two, the Union may within ten (10) business days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.
- (b) However, no arbitration hearing shall be scheduled sooner than thirty (30) business days after the final decision by the Township Manager. In the event the aggrieved elects to pursue State of New Jersey Department of Personnel (formerly Civil Service) Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.
- (c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.
- (d) The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- (e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) business days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

C. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) business days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) business days after filing a grievance between the representative of the Township and the Union in an earnest effort to adjust the differences between the parties.

In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Three above.

- D. No response to any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.
- E. Time limits may be extended by the parties by mutual written agreement.

- F. When grievances contest the Township's proposed disciplinary action against an employee on "minor" cases the employee shall have the right to an administrative hearing with the Appointing Authority prior to the actual assessment of disciplinary action. In major disciplinary actions such as-in cases of fighting, intoxication, extreme belligerence, insubordination or where an employee presents an immediate danger to himself, others, or property the Township is under no obligation to hold an administrative hearing prior to the institution of disciplinary action.

## **ARTICLE IV**

### **HOURS AND OVERTIME**

#### **A. Work Schedules**

1. The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.
2. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the Union.
3. Hours:
  - (a) Road Department. The work day will consist of eight (8) hours, November 15 to April 15 from 7:00 A.M. to 3:30 P.M. with one half hour for lunch. Lunch hours shall be between 11:30 A.M. to 12:00 Noon. From April 15 to November 15 the work day will consist of eight (8) hours, from 7:00 A.M. to 2:30 P.M. with no lunch and no additional fifteen minute washup time.
  - (b) Recreation Department. The above work schedule will include the Recreation Department.
  - (c) Public Property Maintenance - Town Hall  
To minimize interference with municipal operations in the maintenance of the municipal building, personnel assigned this function will stagger their hours to overlap the standard work day of 8:00 A.M. to 4:30 P.M. When two employees are assigned this function, one shall start at 6:00 A.M. with quitting time at 2:30 P.M. and the other employee shall start at 10:00 A.M. with quitting time at 6:30 P.M., with a half hour for lunch. When only one employee is available for this function due to vacation, sickness or authorized leave of the other employee, the employee working shall start at 8:00 A.M. and have quitting time at 4:30 P.M.
  - (d) Emergencies  
Employees in such numbers as the Township may require, shall be required to respond in emergencies.

(e) Rest Periods

Note to Council:  
(This provision was relocated from IVC.2)

All employees shall receive two (2) rest periods: a fifteen (15) minute period in the morning between 9:00 a.m. and 9:30 a.m. and a fifteen (15) minute period in the afternoon between 1:30 p.m. and 2:00 p.m. No more than fifteen minutes shall be allowed for employee clean-up before lunch and before quitting time.

B. Overtime

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
  - (a) All work performed in excess of eight (8) hours in any one (1) day.
  - (b) All work performed in excess of forty (40) hours in any one (1) week.
  - (c) All work performed on Saturday.
2. Double Time the employee's regular hourly rate of pay shall be paid for work performed on Sunday.
3. Holidays - In the event an employee is required to work on any holiday listed in Article V, Section A, he shall be paid double (2) times his regular rate of pay for all hours worked on that day, in addition to the compensation provided for in Article V. This double time provision shall apply only for work performed on the actual holiday, and shall not apply for work performed on the previous or following day taken in lieu of the holiday.
4. Regularly scheduled overtime work and emergency call outs will be done by Seniority on all call outs in each District when less than all manpower is needed. No employee shall be eligible for emergency call within twenty-four (24) hours of sick period.
5. Should the Department Head or his designee determine that spot sanding of less than three (3) hours is required, he shall dispatch such crew or crews as are warranted regardless of the geographic location of the icy conditions.

C. Call-In Time

1. Any employee who is requested and who returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than three (3) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid three (3) hours at time and one half in addition to his regular rate for his regular work shift (8 hour day).

2. Regardless of call-in time or extended overtime for emergency operations, meal periods of one hour shall be provided between 3:00 a.m. and 5:00 a.m.; 10:30 a.m. and 12:30 p.m.; and 5:00 p.m. and 7:00 p.m. However, for call-ins between 5:00 a.m. – 7:00 a.m., one-half hour shall be provided. If requested by the Township, the employee shall work through meal periods and be paid straight time for the meal period, plus the applicable overtime rate.
3. In the event an employee is recalled to emergency duty for a complete shift, he shall be allowed the usual one (1) hour paid meal period, providing, however, that if an employee is recalled to emergency duty between the hours of 5:00 A.M. and 7:00 A.M. he shall only be entitled to 1/2 hour paid meal period. No paid meal period shall be provided if the call out occurs after 7:00 A.M. and before the start of the normal day shift. Arrangements shall be made to provide the employee with food at his expense if eating facilities are not otherwise available.
4. All employees are required to respond to an emergency call out within thirty (30) minutes of call, except in cases of unusual or severe conditions. Any employee who misses a call-out shall submit to his supervisor a reason. Failure to respond to call outs consistently will be reviewed by the supervisor and be subject to disciplinary action.

#### D. Equipment

Foreman vehicles are to be stored at municipal facilities with other equipment nightly, except, however, in those emergency situations when the Township Manager determines that the public safety is best served by allowing the foreman to take the vehicles home overnight.

No vehicles or equipment other than pickup trucks driven by foremen are to be taken to any unauthorized location at any time for any reason unless specifically authorized by the Township Engineer or his designee.

#### E. Alternate Work Schedules.

Alternate work schedules include both the Flex Work Schedule and the Compressed Work Week Schedule.

1. The Township and the Union agree to the establishment of flexible scheduling of employee work hours.

All employees covered by this agreement will have the ability to select from the following flexible schedules. They will have the right to decline a proposed change in the regular work day schedule they currently work and will not be subject to any disciplinary action for declining such a proposed change. No employee will be penalized if they refuse to or cannot meet these alternate work schedules, nor will there be any notation placed in the employee's personnel file.



An employee's work hours may be changed either by the employee or the Township only after discussion and agreement between the employee and his/her Department Head. All requests at a minimum must include consideration of the duration of the agreement, holidays and department coverage. They must be in writing and signed by both the employee and the Department Head before submission to the Township Manager for final approval. A copy of the approved work schedule will be provided to the employee, the Department Head and one copy will be placed in the employee's personnel file.

2. Flex Work Schedule

The Flex Work Schedule is defined as a schedule with a forty hour work week consisting of five consecutive days Sunday to Saturday and reporting at hours other than 7:00 A.M. to 3:30 P.M.

A Flex Work Schedule Day is defined as an eight hour day (including one-half hour for lunch) within an eleven hour time period between 6:00 A.M. and 5:00 P.M. A Flex Work Week Schedule will not require an employee to work more than eight hours per day without overtime. Overtime in excess of eight working hours per day, or hours worked on regularly scheduled day off, shall be paid at one and one-half times the employee's regular rate of pay in fifteen minute increments, or compensatory time off at the rate of time and one-half, provided the overtime has been approved in writing by the Township Manager prior to being worked. Hours worked on a Holiday shall be paid at double time the employee's regular rate of pay.

3. Compressed Work Week Schedule

The Compressed Work Week Schedule is defined as a schedule with a forty hour work week consisting of fewer work days per week Sunday to Saturday and reporting at hours other than 7:00 A.M. to 3:30 P.M.

A Compressed Work Week Schedule will not require an employee to work more than ten consecutive hours in a day without overtime. Overtime in excess of ten working hours per day, or regularly schedule day off, shall be paid at one and one-half times the employee's regular rate of pay in fifteen minute increments, or compensatory time off at the rate of time and one-half, provided the overtime has been approved in writing by the Township Manager prior to being worked. Hours worked on a Holiday shall be paid at double time the employee's regular rate of pay.

F. All employees covered by this agreement, who are hired after January 1, 1997 will be required to work a Schedule as determined by the Township Manager.

**ARTICLE V**

**HOLIDAYS**

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

1.	New Years Day	7.	Labor Day
2.	Lincoln's Birthday	8.	Columbus' Birthday
3.	Washington's Birthday	9.	Veteran's Day
4.	Good Friday	10.	Thanksgiving Day
5.	Memorial Day	11.	Day following Thanksgiving Day
6.	Independence Day	12.	Christmas Day

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

In the event the holiday falls on a Saturday or Sunday, the employee shall receive the previous Friday off if the holiday falls on Saturday and the succeeding Monday off if the holiday falls on Sunday

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

D. All employees shall be granted four (4) hours early quitting time on New year's Eve and Christmas Eve days, unless New Year's Eve and Christmas Eve fall on a Saturday or Sunday.

**ARTICLE VI**

**VACATIONS**

A. Amount of Vacation Leave

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after completion of five (5) years and up to ten (10) years of service; eighteen (18) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After twenty (20) years of service, one (1) additional vacation day shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.
2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

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

#### B. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum or money equal to the compensation figured on his salary rate at the time of the death.

### **ARTICLE VII**

#### **PERSONAL DAYS**

All employees shall be allowed six (6) non-cumulative personal leave days with pay, including Martin Luther King Day. Employees hired after May 11, 1999, shall receive five non-cumulative personal days with pay, which includes Martin Luther King Day. All personal days may be used, upon 2 days written request, which time requirement may be waived the event of an emergency.

### **ARTICLE VIII**

#### **BEREAVEMENT LEAVE**

In the event of a death in the immediate family, the employee shall be entitled to bereavement leave of three (3) days from the date of death and in the event the burial takes place beyond a seventy-five (75) mile radius of the Town Hall, up to two (2) additional days travel time. This leave shall be with pay. Proof of attendance at the burial may be required by the Township. Immediate family of employees under this section is defined as spouse, parents, children, brothers, sisters, grandparents, parents-in-law and aunts and uncles.

### **ARTICLE IX**

#### **LEAVES OF ABSENCE**

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

- B. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights. Privileges and benefits shall be restored only upon return to work.
- C. Every employee shall be entitled to full pay if called for jury duty provided he endorses to the Township any payment for jury service.
- D. In the event of election to Union office an employee shall be entitled to one (1) year's leave of absence without pay or benefits which may be renewed for one (1) additional year.
- E. In the event an employee is required to attend any educational or training courses he shall receive his full pay during such courses.
- F. One (1) Union delegate shall be entitled to up to five (5) days leave with pay to attend either a State or National Union convention each year.

## **ARTICLE X**

### **SICK LEAVE**

- A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1 et seq., of the State of New Jersey Department of Personnel (formerly Civil Service) Rules for the State of New Jersey revised November 30, 1973.
- B. Service Credit for Sick Leave
  - 1. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
  - 2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.
  - 3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.
- C. Amount of Sick Leave
  - 1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. Sick leave accrued subsequent to January 1, 1983 shall first be deducted from an employee's sick leave bank prior to the use of any other accrued sick leave.

#### D. Reimbursement

1. An employee shall be reimbursed for accrued sick leave earned prior to January 1, 1983 at the time of termination of his employment in good standing at the rate of ten dollars (\$10.00) for each unused sick leave day, and at the rate of twenty dollars (\$20.00) for each unused sick leave day earned on or after January 1, 1983. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.
2. Effective January 1, 1991 a full time employee shall be reimbursed for accrued sick leave at the time of retirement, in the previously stated manner except that:
  - (a) When an employee does not use a sick leave day in any calendar year, the employee shall be reimbursed for those particular sick leave days at his/her current daily rate upon retirement.
  - (b) When an employee uses three (3) or less sick leave days in any calendar year, the employee shall be reimbursed at the rate of fifty (\$50.00) dollars for each unused sick leave day upon retirement.
  - (c) When an employee uses more than three (3) sick leave days in any calendar year, the employee shall be reimbursed at the rate of twenty (\$20.00) dollars for each unused sick leave day.
3. Any full-time employee at the time of retirement who has accumulated in excess of one hundred fifty (150) unused sick days shall receive a retirement bonus of \$500 in addition to any payment made pursuant to Section D.1 and D.2 of this Article.
4. In no case shall the total payment for unused sick leave time made pursuant to Sections D.1, D.2 and D.3 of this Article exceed the maximum permitted under State of New Jersey Department of Personnel (formerly Civil Service) procedures.

#### E. Reporting of Absence on Sick Leave

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

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

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

F. Verification of Sick Leave

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

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

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

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

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

G. Additional Sick Leave for Disability (Injury Leave)

Any employee who is injured and unable to work as the result of a reportable accident incurred while traveling directly to or from an emergency call-out or after working overtime shall be entitled to injury leave up to a maximum of one (1) calendar year from the date of the accident. The injury leave shall be granted only for injury or disability resulting from a reportable accident occurring within one (1) hour after employee notification of an emergency call-out or occurring within one (1) hour after a foreman's release for emergency call-out or overtime work. All unused sick time, vacation time or personal time must be utilized by the employee prior to receiving the additional sick leave. This provision shall be applicable only if such time or compensation is not

provided by any other program or coverage. Disability shall be determined by a physician(s) specified by the Township.

## **ARTICLE XI**

### **HEALTH BENEFITS**

- A. The Township shall provide a fully paid hospitalization insurance program to each employee and his dependents, the benefit levels shall be similar to the New Jersey State Health Benefit Plan (14/20 Series), and any improvements thereto; however, any employee hired on or after January 1, 1992 shall pay an increased health insurance deductible of one hundred dollars (\$100.00).
- B. Each qualified Employee who retires shall be provided with the same hospitalization coverage under the same conditions as active Employees, subject to the rules and regulations of the New Jersey State Health Benefits Commission.
- C. The employer reserves the right to substitute carriers provided the same benefits are provided.
- D. The Township shall provide at its sole cost and expense a dental insurance program to each full-time employee and dependents which will be "Program II-B offered by New Jersey Dental Service Plan, Inc." or its equivalent. Any enhancement of the current coverages granted to any other collective bargaining unit of West Milford Township shall be automatically granted this unit without further negotiations, effective the date such enhanced coverages are provided any other local collective bargaining unit.
- E. The Township's partially self-insured group health plan shall include the following features:
- Second surgical opinions
  - Pre-admission certification

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

For non-emergency hospital admissions, prior authorization shall be required by contacting a medical services management company retained by the group plan's third party administrator. Emergency hospitalization shall be reported to the medical services management company within two business days. The purpose of the pre-admission certification feature is to provide medical case management services only. The program is not intended to deny medical benefits to any employee. Under pre-admission certification the medical services

management company will provide for case review and suggest second and possibly third opinions when deemed appropriate. Failure to follow prior authorization procedures may result in reduced benefits.

1. Under no circumstance shall any covered person be caused to incur any expense whatsoever by virtue of this Article. Employees may select their own physician.
  2. Absolute and unqualified confidentiality of all information provided under this Article is guaranteed. No information shall be made available to the Township or any employer representative.
  3. The insurer shall respond to all notifications and requests for response within twenty-four (24) hours.
  4. No time off shall be charged to any employee who is attending a third opinion related examination.
  5. The second opinion provisions (but not the pre-admission certification provision of this article) shall not apply to psychiatric or substance abuse admissions.
- F. Full-time employees are eligible for eyeglass expenses relating to a personal eye examination and/or eyeglasses for prescription lens, upon submittal of appropriate documentation, for up to \$150.00 annually. Any enhancement of this provision to any other collective bargaining unit of West Milford shall be automatically granted this unit without further negotiations, effective the date such enhanced coverages are provided any other local collective bargaining unit.
- G. Any provision of enhanced prescription drug benefits granted to any other collective bargaining unit of West Milford Township shall be automatically granted this unit without further negotiations, effective the date such enhanced coverages are provided any other local collective bargaining unit.

## **ARTICLE XII**

### **SALARY GUIDE**

- A. All employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Schedule D.
- B. The act of implementing the above listed salary schedules does not include any promotional considerations.



**ARTICLE XIII**

**LONGEVITY**

A. Longevity payments based upon years of continuous uninterrupted service with the Township, shall be as follows, with the exception of those employees hired after May 11, 1999:

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

B. Longevity payments for an employee covered by this contract and hired on or before May 11, 1999, shall not exceed the amounts for the years as shown below (10% of Pay Grade 6 multiplied by 2,080):

<u>Year</u>	<u>Amount</u>
2002	\$4,447.00
2003	\$4,625.92
2004	\$4,811.40

C. Longevity payments will continue for all employees currently eligible for longevity benefits, who are employed by the Township as May 11, 1999. All new employees, hired after May 11, 1999, shall not be entitled to longevity payments.

## **ARTICLE XIV**

### **FOLDING OF BENEFITS AND HOURLY RATES**

- A. Each Employee covered by this Agreement shall have said individual's respective longevity folded in and made part of regular compensation, for the purposes of calculating pension and overtime.
- B. The employee's regular hourly rate for all calculation purposes (including overtime rate) shall be determined by dividing the respective Employee's annual base rate together with the Employee's longevity by two thousand and eighty (2080) hours.

## **ARTICLE XV**

### **TOOL ALLOWANCE**

Each mechanic covered under this contract with four (4) years of service with the Township will receive three hundred seventy five (\$375.00) dollars each year as a tool allowance. The tool allowance will be payable as of June 1 of each year.

## **ARTICLE XVI**

### **UNIFORM PROVISION**

- A. Uniforms shall be provided to all employees within the bargaining unit at Township expense. The Township reserves the right to designate the uniform supplier and the uniform supplied must be worn by the employees. The Township will make every effort to schedule uniform measurements by May 15 of each contract year.
- B. The Township shall purchase five (5) uniform sets for all employees (excluding mechanics) which the employees shall own and maintain each year. The Road Department will have blue uniforms, the Recreation Department will have green uniforms, and Public Property Maintenance personnel will have brown/tan uniforms. All foremen shall be provided white shirts.

The Township shall enter a contract for uniform rental and maintenance for the mechanics to include eight (8) sets.

Five (5) summer "T" shirts shall be provided to employees to be worn during the months of June, July and August and the employee shall be responsible for laundering of same.

Each employee shall have a choice of a single heavy jacket each two (2) years or a light jacket annually, said articles of clothing to be provided by the Township.

The paint crew members shall each be provided with one (1) set of coveralls in each of the contract years.

- C. The Township shall provide one (1) rainsuit for each employee every two years, and employees are responsible for their safekeeping.

## **ARTICLE XVII**

### **SAFETY AND HEALTH**

- A. The employer shall at all times maintain safe and healthful working conditions, and shall furnish safety equipment, with safety apparel whenever required, and tools. The employer agrees to furnish each employee with safety shoes at the employer's expense - one (1) pair per employee for the year at a cost not to exceed \$150.00 per man per year for each year of this contract. A second pair of safety shoes may be provided upon the presentation to the Township Engineer of evidence that the shoes originally purchased under this contract are no longer serviceable. Minor repairs to shoes may be undertaken. The employer agrees to furnish employees a safety helmet. The employer agrees to furnish employees, where required, safety glasses, but with uncorrected lenses. Cost of the safety shoes, helmets and glasses shall be that of the employer. Any employee failing to wear helmets, safety shoes, or other safety equipment furnished by the employer shall be subject to disciplinary proceedings. Each foreman shall be responsible for all men in his district or under his supervision to wear helmets and vests.
- B. The Steward shall be the Union safety committee member. Such safety committee member shall meet periodically with the Public Works Director.
- C. The Garage Foreman will mark or clearly designate such vehicles or equipment as unsafe and maintain a list of such equipment at all times and be responsible for such designation or lack of designation. No vehicle so designated will be assigned to an employee.

## **ARTICLE XVIII**

### **SENIORITY**

- A. Seniority is defined as an employee's total length of permanent service with the employer, beginning with his original date of permanent hire and including service under EEA Title II or VI, regular PSE, of the CETA Program, and JTPA.
- B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer.
- C. If a question arises concerning two or more employees who were hired on the same date the following shall apply: if hired prior to the effective date of this agreement, seniority preferences among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first

name first preference, etc. For employees hired on the same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order of the employee's last name.

- D. In all cases of demotions, layoff, recall, vacation schedules, where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, subject to the grievance procedure.
- E. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.
- F. The employer shall promptly advise the appropriate Union representative of any changes which necessitates amendments to the seniority list.
- G. Nothing herein shall in any way affect the rules of the State of New Jersey Department of Personnel (formerly Civil Service) insofar as Seniority, and the rules of the State of New Jersey Department of Personnel (formerly Civil Service) shall govern.
- H. In the event of assignment to work in a higher classification, the employee highest in seniority will ordinarily be so assigned provided he is qualified to perform the duties and the employee shall be paid the rate for that classification. Assignments (other than for emergency overtime) to a higher classification shall be in a minimum of 4 hour increments.
- I. Laborers who are in training as truck drivers will receive laborer rates. The Director of Public Works shall qualify laborers for driving trucks. Laborers who drive trucks to and from a job site without hauling materials will be paid as laborers.
- J. Any employee assigned to the classification of Acting Foreman for a period of ten (10) consecutive work days shall receive the salary of the permanent Foreman classification for each consecutive day thereafter, while serving in a Foreman capacity.

## ARTICLE XIX

### NO-STRIKE PLEDGE

- A. During the term of this Agreement, the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Township agrees that it will not cause any lockout.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke any of the following alternatives:
1. Withdrawal of Union recognition;
  2. Withdrawal of dues deduction privileges (if previously granted);
  3. Such activity shall be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the State of New Jersey Department of Personnel (formerly Civil Service) law.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

## **ARTICLE XX**

### **POSITION CLASSIFICATION AND DESCRIPTION**

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

## **ARTICLE XXI**

### **BULLETIN BOARD**

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

## **ARTICLE XXII**

### **UNION MEETINGS**

Employees shall be entitled to hold a chapter membership meeting each calendar quarter (4 per year) on Township premises during the last hour of the normal day shift.

## **ARTICLE XXIII**

### **DEDUCTIONS FROM SALARY**

#### **A. Union Dues**

1. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15, 9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

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

#### B. Representation Fee

1. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
2. Any employee in the bargaining unit on the effective date of this Agreement who does not join within thirty (30 days) thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by payroll deduction. The Representation Fee shall be in an amount equal to eighty-five per cent (85%) 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 Representative 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.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township Manager a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees the full amount of the representation fee and will transmit the amount so deducted to the Union. The Township assumes no liability for administrative oversight, errors or insufficient paycheck funds. The Union shall indemnify, defend and save harmless the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Representation Fee.

**ARTICLE XXIV**

**NON-DISCRIMINATION**

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

**ARTICLE XXV**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXVI**

**FULLY BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.
  
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.



ARTICLE XXVII

TERM AND RENEWAL

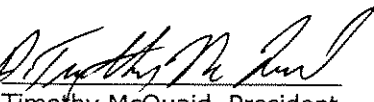
This Agreement shall be in full force and effect as of January 1, 2002, and shall be in effect to and including December 31, 2004. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

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

West Milford, New Jersey on this 16 day of MAY, 2002.

LOCAL NO. 2275, AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO

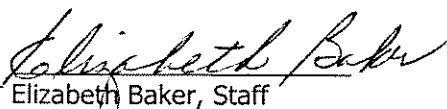
TOWNSHIP OF WEST MILFORD  
PASSAIC COUNTY, NEW JERSEY

By:   
Timothy McQuaid, President

By:   
Mayor Robert Moshman

By:   
Secretary

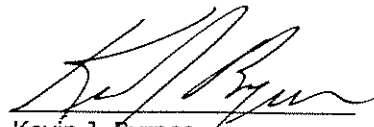
By:   
Kenneth Hetrick  
Township Manager

  
Elizabeth Baker, Staff  
Representative

Witness:



Witness:

  
Kevin J. Byrnes  
Township Clerk

## SCHEDULE A

### JOB TITLES

1. Acting Foreman/Supervisor
2. Heavy Equipment Operator
3. Equipment Operator
4. Truck Driver
5. Laborer
6. Mechanical Repairman Helper
7. Mechanical Repair-Auto
8. Sewer Repairman
9. Senior Building Maintenance Worker
10. Building Maintenance Worker
11. Building Maintenance Worker (Part-time)
12. Senior Recreation Maintenance Worker
13. Recreation Maintenance Worker
14. Part-Time Recreation Worker

After one full year of employment with the Township, each employee of the bargaining unit shall be promoted to the level of truck driver.

Schedule C contains a list of equipment and/or duties connected with the appropriate job description for applicable titles.

Employees hired pursuant to public service employment programs shall be subject to the provisions for the federal funding of this program.

Summer seasonal employees are not within the scope of the bargaining unit.

## SCHEDULE B

### JOB TITLE AND GRADE SCHEDULE

TITLE	PAY GRADE
Laborer	3
Truck Driver	4
Building Maintenance Worker	4
Building Maintenance Worker (Part-time)	4
Recreation Maintenance Worker	4
Part-time Recreation Maintenance Worker	4
Equipment Operator	5
Mechanic Repair - Helper	5
Sewer Repairman	5
Senior Building Maintenance Worker	6
Senior Recreation Maintenance Worker	6
Heavy Equipment Operator	6
Mechanic Repair - Auto	6
Acting Foreman/Supervisor	8

## SCHEDULE C

### JOB TITLES - DUTIES

The following is a list of equipment and/or duties connected with the appropriate job function:

#### A. HEAVY EQUIPMENT OPERATOR

1. Backhoe
2. Loader
3. Grader
4. Roller over 5 tons
5. York Rake
6. Sweeper
7. Sickle Bar
8. Boom-Axe Tractor Mower
9. High Pressure Sewer Cleaner/Vac
10. Tub Grinder

#### B. EQUIPMENT OPERATOR

1. Chipper
2. Compressor
  - (a) Jackhammer
  - (b) Rock Drill
  - (c) Air Blaster
  - (d) Any other equipment using compressors
3. Roller - one ton
4. Striping Machine
5. Sign Making Machine
6. Howard Mower

#### C. LABORER/PART-TIME RECREATION MAINTENANCE WORKER

1. Lawn Mowers (walk behind)
2. Pull Rake

#### D. SENIOR BUILDING MAINTENANCE WORKER BUILDING MAINTENANCE WORKER

For an employee to receive the Senior Building Maintenance Worker (maximum) rate or Building Maintenance Worker (maximum) rate, said employee must have an active Black Seal (Fireman's License).

# Schedule D

## Pay Grades: Rates

Pay Grade	2002	2003	2004
1	\$18.23	\$18.91	\$19.62
2	\$18.79	\$19.49	\$20.22
3	\$19.38	\$20.11	\$20.86
4	\$20.00	\$20.75	\$21.53
5	\$20.66	\$21.43	\$22.23
6	\$21.33	\$22.13	\$22.96
7	\$22.05	\$22.87	\$23.73
8*	\$23.90	N/A	N/A

3.75% increase each year as shown.

\*Acting Foreman Pay Calculation for 2002 (Pay Grade 8):

Foreman's Salary:	\$25.01
Acting Foreman's Salary (3.75% increase from 2001):	<u>22.79</u>
Difference	2.22
Half of Difference	1.11

Total Acting Foreman's Salary for 2002:  $22.79 + 1.11 = 23.90$

Year 2003 and 2004 Acting Foreman's pay to be determined after contract with Local No. 32 is approved.

## Pay Grades: Entry-Level Rates First Year of Employment

Pay Grade	2002	2003	2004
1	16.41	17.03	17.67
2	16.91	17.55	18.20
3	17.44	18.09	18.77
4	18.00	18.68	19.38
5	18.59	19.29	20.01
6	19.20	19.92	20.67
7	19.85	20.59	21.36
8**	22.77	N/A	N/A

3.75% increase each year as shown.

\*\*Acting Foreman Pay Calculation for 2002 (Pay Grade 8):

Foreman's Salary:	\$25.01
Acting Foreman's Salary-Entry Level (3.75% increase from 2001):	<u>20.52</u>
Difference	4.49
Half of Difference	2.25

Total Acting Foreman's Salary-Entry Level for 2002:  $20.52 + 2.25 = 22.77$

Year 2003 and 2004 Acting Foreman's pay to be determined after contract with Local No. 32 is approved.

## SCHEDULE E

### AFSCME Local No. 2275 Side Bar Agreement

#### SNOW REMOVAL REST PERIODS

- A. On all call in's before 2:00 A.M., and crews work all night, plan takes effect.
- B. On call in's after 2:00 A.M. crews will work until 3:30 P.M. (no early release).
- C. On all call in's before 2:00 A.M. crews will be released at 12:00 noon if all sanding and plowing is complete or as soon as possible thereafter.
- D. It is understood, due to unexpected weather changes, that DPW employees may be required to return to work, if road conditions warrant it after early release.
- E. Anyone required to remain after 12:00 noon pursuant to the provisions of "C" above will be compensated at the time and one-half rate for such time plus straight time pay.
- F. The employees who are released early shall not abuse the time of release for which they are being paid by the Township. For example, DPW personnel shall be strictly prohibited from consuming alcoholic beverages in a tavern or bar during this early release period of time.
- G. The Township Engineer or Director of Public Works may at his/her discretion initiate rest periods and early release for employees of the DPW where adverse health or driving safety is present or anticipated although not covered in the above paragraphs A, B, C, D, E, F.