

**Memorandum of Agreement
between
Township of West Milford
and
AFSCME NJ Council 63
Local No. 3301**

1. AFSCME Council 52 to be changed to AFSCME NJ Council 63.
2. This Agreement is being entered into as a successor to that which expired on December 31, 2019.
3. The duration of this contract shall be January 1, 2020 through December 31, 2023.
4. Article V, Hours and Overtime, Section B is amended to add paragraph 7 as follows: Overtime shall be granted by job title on a rotating basis in seniority order. Tasks required to perform will dictate the job title(s) to be considered for overtime. The Township may limit overtime to the lowest grade job title capable of performing the duties.
5. Article VI, Holidays, Paragraph C is amended to require the production of medical documentation to be eligible for holiday pay when sick leave is used the day prior to a holiday.
6. Article VII, Vacation, Section A is amended to add paragraph 4 to require that vacation requests for five (5) consecutive days, any part of a work week that the employee will not be in the office for the entire work week or for the day before or after a holiday shall be submitted at least 14 days in advance. All other vacation requests shall be submitted no less than 48 hours in advance. All vacation requests shall be in writing, and employees are to receive writing confirmation of the approval before assuming the request was granted.
7. Article VIII, Personal Days, Paragraph A is amended to add the word "prior" immediately before the word "approval".
8. Article VIII, Personal Days is amended to allow the forty-eight (48) hour notice requirement to be waived by the Department Head or Township Administrator and allowing denial by a Department Head to be appealed within the 48-hour time period to the Township Administrator.
9. Article IX, Bereavement, Paragraph A is amended to allow for five (5) consecutive calendar days, to include date of the funeral, for the loss of spouse, domestic partner, civil union partner, child (naturally or legally recognized) or minor stepchild. Two (2) consecutive working days will be permitted for aunts, uncles, parents-in-laws, sister/brother-in-laws, daughter/son-in-law.
10. Schedule G, Section K is deleted as duplicative of Article IV.

11. Article XI, Sick Leave, Paragraph B is amended to allow sick leave to be used for any reasons recognized by New Jersey's Paid Sick Leave Act.
12. Article XI, Sick Leave, Paragraph F, Subsection 1(a) is amended to include sick leave for medical appointments, submitted with evidence, shall not be counted toward sick leave for periods totaling (10) ten days in one calendar year but shall be deducted from the employee's total allotted sick time.
13. Article XII, Health Benefits, Paragraph D is amended to increase dental coverage to \$1,250 beginning in 2022.

14. Article XIV, Salary and Benefits is amended to provide the following salary increases:

| Year | Rate |
|------|-------|
| 2020 | 0.0% |
| 2021 | 2.5% |
| 2022 | 2.0% |
| 2023 | 2.25% |

The increase for 2021 shall be retroactive to January 1, 2021.

15. Article XVI, Educational Benefits is amended to require that any professional license or job certification training that may be provided by the Township is offered to all full-time employees with the same job title in an office on a rotating basis. Such employees will alternate each class with the most senior employee attending first and rotating alternatively thereafter until the entire course for each is completed. Classes postponed through no fault of the employee shall resume with the employee that was assigned to the postponed class.
16. Article XX, Position Classification and Description is amended to add:
 - E. Seniority is defined as an employee's total length of permanent service in the current job title. The Township will follow the Civil Service Commission rules on provisional and permanent employees.
 - F. 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.
 - G. 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, preference shall be given in alphabetical order of the employee's last name.
 - H. 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.
 - I. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, Civil Service title and status and pay rate and shall furnish copies of same to the Union upon request.

J. The employer shall promptly advise the appropriate Union representative of any change which necessitates amendments to the seniority list.

K. Nothing herein shall in any way affect the rules of the New Jersey Civil Service Commission insofar as Seniority and the rules of the New Jersey Civil Service Commission shall govern.

17. Article XXII is amended to provide union delegate or alternate five (5) days of "Union Time" every other year to attend the State Union Convention.

18. Article XXII, Deductions from Salary, Paragraph A is amended to include:

Dues deducted by the Township shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO. The Township agrees to provide the Union, on a monthly basis, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of the dues deducted as it appears on the records of the Township. For the purpose of the deduction of dues for titles covered by this agreement; Any member working 40 or fewer, but more than 20 hours per week shall be considered a full-time member, any member working 20 or fewer, but more than 12 hours per week shall be considered a part-timer member, and any member working 12 or fewer hours per week shall be considered a lower part-time member. The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. The Township shall provide the Union with a list of departmental payroll codes in order to identify the Department name on the above-mentioned electronic listing.

19. Article XXII, Deductions from Salary, Paragraph D is deleted.

20. Reinstate the job title of Administrative Secretary "B" at pay grade 27.

21. The job titles of Planning Board Secretary and Board of Adjustment Secretary are removed from the agreement.

22. Township may select to provide paystubs solely in digital format.

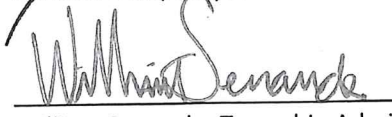
23. All other existing provisions continue except as modified by this Memorandum of Agreement. Changes made by both this Memorandum of Agreement are to be incorporated in Collective Bargaining Agreement, along with the changes made by the prior Memorandum of Agreement dated December 12, 2017.

24. This agreement is subject to the ratification of the Township Council and the Union Membership.

25. Respective Committees to recommend ratification of this Memorandum of Agreement.


For the Township of West Milford


Michele Dale, Mayor


William Senande, Township Administrator

For AFSCME NJ Council 63 Local No. 3301


Kathryn Coyman, President


Agoston Sanchez
AFSCME Co 63 STAFF REPRESENTATIVE

Date: August 30, 2021