

13-0195
07-12

A G R E E M E N T

Between:

TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY

and

NEW JERSEY CIVIL SERVICE ASSOCIATION, INC.

ESSEX COUNCIL NO. 1

(NON-SUPERVISORS)

=====
January 1, 1974 through December 31, 1975
=====

PREAMBLE

This Agreement made this 4⁷ day of March, 1974
by and between the TOWNSHIP COMMITTEE, TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY (hereafter known as Township), and
the NEW JERSEY CIVIL SERVICE ASSOCIATION, INC., ESSEX COUNCIL
NO. 1 (hereafter known as Association), is designed to maintain and
promote a harmonious relationship between the Township and the Asso-
c iation. In that regard, the parties agree to be bound by the provisions
of the Articles that follow.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association, representing
the blue collar workers of the Township, as the sole and exclusive
collective negotiations bargaining agent for all Township employees with
the following titles, but excluding all other titles:

Senior mechanical repairman

Mechanical repairman's helper

Mechanical repairman

Laborer

Truck driver

Equipment operator

Recreation Maintenance Worker

Pumping station operator

Grounds keeper

Tree trimmer

Senior grounds keeper

Tree climber

Recreation maintenance man

Greens keeper

Traffic maintenance man

ARTICLE II

SALARIES AND PAY SCHEDULE

A. Every employee covered by this Agreement shall be granted a 7% increase in pay, effective January 1, 1974 and a 7% increase in pay, effective January 1, 1975.

B. The Township shall provide a pay schedule under which new, permanent, full-time employees shall reach maximum pay after no more than three and one-half (3 1/2) continuous years of service to the Township. This period may be extended for no more than six (6) months in the event that unsatisfactory performance ratings of the employee are determined as set forth hereafter. The pay schedule is attached hereto and made a part hereof. Employees shall progress from step to step on the pay schedule according to the time limits of the pay schedule, and

according to their length of service, subject to the employee receiving a satisfactory work performance rating. Any employee whose work performance is deemed by his Supervisor to be unsatisfactory will be so informed, and the scheduled pay increment shall be withheld for three (3) months, at which time the employee shall receive another performance rating. If the second performance rating is satisfactory, the employee shall be paid the salary increment from that date and the employee will progress on the pay schedule from the newly established anniversary date. If an employee receives two (2) consecutive unsatisfactory performance ratings, he will be subject to dismissal. Notwithstanding the foregoing, no employee may be dismissed, reduced, or otherwise penalized except in accordance with Civil Service statutes, rules and procedures. This provision applies to all employees regardless of their position on the pay schedule.

C. Permanent employees working for the Township prior to May 1, 1973 shall be placed initially on the pay schedule according to their January 1, 1973 pay rate (1972 pay rate x 105.5%), progressing on the pay schedule to the next scheduled step following completion of the service time established on the pay schedule.

D. Pay schedules for new, permanent, full-time Laborers and comparable beginning titles shall provide for payment of the minimum rate for the first six (6) months of service, as set forth in paragraph B.

ARTICLE III

HOURS AND OVERTIME

Effective May 1, 1973 the present work week of forty-two and one-half (42 1/2) hours shall be reduced to forty (40) hours. Effective May 1, 1973 the hourly rate of each employee shall be adjusted so that the reduced work week shall yield the same gross straight time pay as that paid to the employee before the reduction in hours. Time and one-half for overtime hourly rates will be adjusted commensurately. The 5.5% increase shall be in addition to the adjustment referred to herein. Overtime shall mean time worked in excess of the number of hours in the regularly scheduled work day.

ARTICLE IV

WORK CLOTHES

The Township shall issue three (3) pairs of work gloves annually to each employee, at no cost to the employee. In addition, the Township shall provide, at no cost to the employee, a winter jacket or vest which, in the sole discretion of the Department Superintendent, is adequate protection for work during the winter months. The Association representative may confer with the Department Superintendent in assisting the Department Superintendent to make a choice.

ARTICLE V

HOLIDAYS

A. Employees shall receive twelve (12) holidays as listed below:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Five (5) Personal Holidays

The five (5) personal holidays are to be taken as days off only after the employee has made request of and been given approval by the Department Superintendent. They are not to be added to vacation days as an extension of that period, unless the department superintendent gives his prior approval.

B. When circumstances require an employee to work on any of the holidays listed in the preceding paragraph, the employee shall, in addition to being paid at the rate of time and one-half for time worked, be granted a compensatory day off at a time that is approved by the Department Superintendent.

ARTICLE VI

EMPLOYMENT BENEFITS

A. The Township agrees to provide, at no cost to the employees, a health plan consisting of Blue Cross, Blue Shield, Major Medical and Rider "J" protection. The Township may change insurance carriers, so long as substantially similar coverage is provided by subsequent companies.

B. The Township will provide, at no cost to the employees, work uniforms to be used by the employees in the performance of their regularly scheduled duties. The uniforms shall remain the possession of the Township.

C. Each employee shall receive, in addition to his salary as determined by the pay schedule, a longevity increment. The longevity increment shall be the higher amount of money as determined by the following schedules.

<u>Years of Satisfactory Service</u>	<u>Percent of Base Salary</u>	
	<u>1974</u>	<u>1975</u>
less than 5	0%	0%
6 through 10	1%	1½%
11 through 15	2%	3%
16 through 20	3%	4½%
21 through 25	4%	6%
more than 25	5%	7½%

<u>Years of Satisfactory Service</u>	<u>Dollar Amount</u>
less than 5	\$000.00
6 through 10	100.00
11 through 15	200.00
16 through 20	300.00
21 through 25	400.00
more than 25	500.00

D. Each employee who is called back to work after completion of his regularly scheduled tour of duty, shall be given a minimum of three (3) hours pay at the employee's overtime rate of pay.

E. Each employee covered by this Agreement shall be entitled to a medical examination once every two (2) years at Township expense. The Township will establish a panel of three (3) physicians from which each employee may choose one (1) physician to perform the examination.

ARTICLE VII

GRIEVANCE PROCEDURE

To provide for the expeditious and satisfactory settlement of grievances, the following grievance procedure is hereby set up. For the purpose of this grievance procedure, a grievance shall mean a complaint or complaints, by a grievant, with regard to the application or interpretation of the terms of this Agreement. A grievance must be instituted within twenty-one (21) calendar days of the occurrence of the event being grieved. Failure to act within said twenty-one (21) calendar days shall constitute a waiver of the grievance.

A. Step One

An employee with a grievance shall first discuss it with his immediate superior with the purpose in mind of resolving the matter informally.

B. Step Two

If the grievant is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within two (2) working days thereafter, a hearing on this grievance shall be held between the Department Head, witnesses, the grievant, and no more than one (1) representative of the Association. The hearing shall be held within seven (7) days of the presentation of the grievance to the Department Head. The Department Head shall render a decision in writing within five (5) days of the hearing. If no decision is rendered by the Department Head within five (5) days of the hearing, then the grievance shall be deemed to be denied.

C. Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within five (5) working days thereafter, then he may appeal the grievance to the Business Administrator within two (2) working days. The Business Administrator shall conduct a hearing on the matter, and render his decision within ten (10) working days after the hearing is closed. Nothing herein shall prevent the Business Administrator from exercising what in his discretion he deems to be appropriate control of the hearing.

D. Step Four

If the grievant is not satisfied with the disposition of his grievance at Step Three, then he may appeal the grievance to the Township, by filing the grievance with the Township Clerk. A hearing on the grievance shall be held at the next available Township Conference meeting, at which time the grievant and a representative of the Association shall be heard. The Township shall render a decision in writing on the grievance by the next Township Committee meeting.

E. Any grievance not processed to the next step in the grievance procedure within the time limits provided for such processing, shall be deemed to have been waived and abandoned by the moving party.

F. Nothing contained herein shall be deemed to limit or impair the rights of the employee, as set forth in Title 11 of the Statutes of New Jersey, or as set forth in Civil Service Laws, rules and procedures.

ARTICLE VIII

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 the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, 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 promote and transfer employees;

3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the 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, then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of 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 other national, state, county, or local laws or ordinances.

ARTICLE IX

EMPLOYEE RIGHTS

Nothing contained herein shall impair the rights of the employees covered by this Agreement as set forth in Title 11 of the Statutes of the State

of New Jersey or as set forth by Civil Service laws, rules or regulations.

ARTICLE X

MISCELLANEOUS

The Township shall institute an Employees Savings Plan for the purchase of United States Savings Bonds. This Plan shall be instituted at the earliest practical date, provided that a sufficient number of employees enroll in the Plan to make it worthwhile for the Township to administer. Employees are not obligated to participate.

ARTICLE XI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XII

SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any Court of competent jurisdiction, or through Government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XIII

DURATION

This Agreement shall be in full force and effect as of January 1, 1974, and shall be in effect to and including December 31, 1975. The parties shall begin to negotiate for a successor Agreement no later than November 15, 1975.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Millburn, New Jersey, on this

day of March 4, 1974

NEW JERSEY CIVIL SERVICE
ASSOCIATION, INC.,
ESSEX COUNCIL NO. 1

By: Peter LaMotte

Witness:

By: Robert J. Ellis

TOWNSHIP OF MILLBURN
ESSEX COUNTY, NEW JERSEY

By: D. Thomas Womack
Mayor

Witness:

By: John P. ...
TOWNSHIP CLERK