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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)

1977

1977

JANUARY 1, 1976 through DECEMBER 31, 1977

Law Offices:
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PREAMBLE

This AGREEMENT made this day of May, 1976, by and between the TOWNSHIP COMMITTEE, TOWNSHIP OF MILLBURN, ESSEX COUNTY, NEW JERSEY, (hereafter known as the Township), and the NEW JERSEY CIVIL SERVICE ASSOCIATION, INC., ESSEX COUNCIL NO. 1, (hereafter known as the Association), is designed to maintain and promote a harmonious relationship between the Township and the Association. In that regard, the parties agree to be bound by the provisions of the Articles that follow.

ARTICLE I

RECOGNITION

A. 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

Sanitation Laborer

Sanitation Truck Driver

Article I continued:

Senior Tree Climber
Recreation Maintenance Worker
Pumping Station Operator
Grounds Keeper
Tree trimmer
Senior grounds keeper
Tree climber
Senior recreation maintenance worker
Greens Keeper
Traffic maintenance man, etc.
Building maintenance worker
Senior public works repairman
Public works repairman

ARTICLE II

SALARIES AND PAY SCHEDULE

A. Every employee covered by this Agreement shall be paid pursuant to Schedule A annexed hereto, which Schedule represents a seven (7%) percent increase for 1976, and a six (6%) percent increase for 1977.

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. 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.

ARTICLE III

HOURS AND OVERTIME

A. The work week for all employees covered by this Agreement shall consist of forty (40) hours per week. Overtime at the rate of one and one-half (1 1/2) times the regular hourly rate shall be paid for hours worked in excess of the number of hours in the regularly scheduled work day, except that in the Sanitation Division the incentive system shall be maintained and premium overtime shall not be payable until after forty (40) hours of work.

B. 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.

ARTICLE IV

WORK CLOTHES

A. 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.

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.

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, except the personal days, the employee shall, in addition to being paid at the rate of time and one-half (1 1/2) for time worked, be granted a compensatory day off at a time that is approved by the Department Superintendent.

ARTICLE VI

HEALTH 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. 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

LONGEVITY

A. Each employee shall receive, in addition to his salary as determined by the pay Schedule, a longevity increment. The longevity increment shall be as determined by the following schedule:

<u>Years of Satisfactory Service</u>	<u>Percent of Base Salary</u> <u>1976 and 1977</u>
Less than 5	0%
6 through 10	2%
11 through 15	4%
16 through 20	6%
21 through 25	8%
More than 25	10%

ARTICLE VIII

GRIEVANCE PROCEDURE

A. To provide for the expeditious and satisfactory settlement of grievances, the following grievance procedure is hereby established. 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.

STEP ONE:

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

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.

STEP THREE:

If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered, then he may within five (5) days of the expiration of the last time limit in Step Two, 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.

STEP FOUR:

If the grievant is not satisfied with the disposition of his grievance at Step Three, then he may within five (5) days, appeal the grievance to the Township Committee by written notice to the Business Administrator. A hearing on the grievance shall be held at the next available closed Township Conference, consistent with the Open Public Meetings Act, at which time the grievant and a representative of the Association shall be heard. The Township Committee shall render a decision in writing on the grievance within thirty (30) days.

B. 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.

C. 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, provided that the employee must elect only one of these two options.

ARTICLE IX

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.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption

Article IX continued:

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, and 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's rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county, or local laws or ordinances.

ARTICLE X

EMPLOYEE RIGHTS

A. 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 XI

VACATIONS

A. Effective January 1, 1976, vacations shall be improved to meet the following schedule:

First year of service	one (1) day per month for each completed month of service for the remainder of the calendar year; Thereafter;
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Article XI continued:

First and second full years	-	twelve (12) working days
Third and fourth full years	-	fifteen (15) working days
Fifth through sixteenth full years	-	eighteen (18) working days

One (1) additional working day's vacation for each full year of service thereafter, to a maximum of twenty-two (22) working days vacation.

ARTICLE XII

BEREAVEMENT LEAVE

A. Bereavement Leave

A death in an employee's immediate family shall not be charged against his allowable sick days. Time off shall be given from the day of death until the day after the funeral, not to exceed three calendar days immediately following the relative's death. In a case involving unusual circumstances, the Department Head may grant additional days off. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents and grandchildren, mother-in-law and father-in-law.

ARTICLE XIII

MISCELLANEOUS

A. 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 XIV

FULLY BARGAINED PROVISIONS

A. 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 XV

SEPARABILITY AND SAVINGS

A. 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 XV

DURATION

This Agreement shall be in full force and effect as of January 1, 1976, and shall be in effect to and including December 31, 1977. The parties shall begin to negotiate for a successor Agreement pursuant to the requirements of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Millburn, New Jersey, on this 17th day of MAY, 1976.

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

TOWNSHIP OF MILLBURN,
ESSEX COUNTY, NEW JERSEY

By: *[Signature]*

By: *[Signature]*

Witness:
BY: *[Signature]*

Witness:
BY: *[Signature]*

SCHEDULE A

Salaries

<u>Title</u>	<u>1976</u>		<u>1977</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Sr. Tree Climber	-	12,960	-	13,740
Tree Climber	9,800	12,580	10,390	13,330
Tree Trimmer	9,360	11,480	9,940	12,170
Sr. Groundskeeper	11,420	12,140	12,110	12,870
Groundskeeper	8,950	11,330	9,490	12,010
Pumping Station Operator	4.71/hr.	6.05/hr.	4.99/hr.	6.41/hr.
Equipment Opr.	4.71/hr.	6.05/hr.	4.99/hr.	6.41/hr.
Truck Driver	5.49/hr.	5.84/hr.	5.82/hr.	6.19/hr.
Sr. Public Wks. Repairer	5.49/hr.	5.84/hr.	5.82/hr.	6.19/hr.
Pub. Works Repairer	4.30/hr.	5.45/hr.	4.56/hr.	5.78/hr.
Laborer	4.30/hr.	5.45/hr.	4.56/hr.	5.78/hr.
Sanitation Driver	34.13/day	42.80/day	36.10/day	45.37/day
Sanitation Laborer	32.35/day	41.01/day	34.29/day	43.47/day
Sr. Mechanic	11,020	14,200	11,680	15,050
Mechanic	9,800	12,580	10,390	13,330
Mechanic's Helper	4.30/hr.	5.45/hr.	4.56/hr.	5.78/hr.
Greenskeeper	11,420	12,140	12,110	12,870
Sr. Recreation Maint. Worker	11,420	12,140	12,110	12,870
Rec. Maint. Wkr.	8,950	11,330	9,490	12,010
Bldg. Maint. Wkr.	8,950	11,330	9,490	12,010
Traffic Maint. Worker & Parking Meter Coll. & Repairer	5.49/hr.	5.84/hr.	5.82/hr.	6.19/hr.

* These positions have been increased by one (1) grade over 1975 grades.