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AGREEMENT

Between

TOWNSHIP OF MILLBURN,  
ESSEX COUNTY, NEW JERSEY

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
AFL - CIO

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JANUARY 1, 1979 through DECEMBER 31, 1980

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PREAMBLE

This AGREEMENT made this            day of            , 1979,  
by and between the TOWNSHIP COMMITTEE, TOWNSHIP OF MILLBURN,  
ESSEX COUNTY, NEW JERSEY, (hereafter known as the Township),  
and the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,  
(hereafter known as the Union), is designed to maintain and  
promote a harmonious relationship between the Township and the  
Union. 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 Union 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 mechanic

Mechanic's helper

Laborer

Truck Driver

Equipment Operator

Sanitation Laborer

Sanitation Truck Driver

Senior Tree Climber

Tree Climber

Recreation Maintenance Worker

Pumping Station Operator

Grounds Keeper

Tree trimmer

Senior recreation maintenance worker

Senior greens keeper

Greens keeper

Traffic maintenance man, etc.

Building maintenance worker

Senior public works repairman

Public works repairman

ARTICLE II

SALARIES AND PAY SCHEDULE

A. Effective January 1, 1979, every full-time employee covered by this Agreement shall receive a \$775 annual salary increase. Effective January 1, 1980, every full-time employee covered by this Agreement shall receive an additional \$825 annual salary increase. Part-time and per diem employees shall receive pro rata increases.

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 workday, 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. Provided further that in the Sanitation Division, a holiday shall be counted as a full eight (8) hours toward the accumulation of the forty (40) hour requirement for overtime. The current Sanitation Department work schedule shall be continued.

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.

C. An employee who is required to work emergency overtime shall be entitled to a one (1) hour paid meal break after the completion of ten (10) consecutive hours of work.

D. The current practice of one rest period per work day shall be continued. Should a lunch break or rest period be

interrupted due to an emergency or the need to complete an assignment, the current practice of providing compensatory time at the end of such interruption shall be continued.

E. The Township shall consult with the Union prior to a permanent change in the current work schedule.

F. In the event a Laborer or Public Works Repairer works as a truck driver during a snow emergency, said Laborer or Public Works Repairer shall be compensated for such work at the truck driver rate of pay.

G. If the Township requires an employee to work overtime after such employee is already at work either prior to the start of his work schedule or at the end of his work schedule, such employee shall be guaranteed a minimum of one (1) hour. This provision shall not apply to those employees who are scheduled in advance to work overtime.

H. Employees who are called in on the "A" and "B" crew during the normal work week shall be granted twelve (12) hours of work; the first eight (8) hours shall be paid at the straight time rate and the last four (4) hours shall be paid at time and one-half. This section shall not apply to weekends or other times beyond the normal 40-hour work week, which shall be controlled by paragraphs A and B of this Article.

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, as required, at no cost to the employee, a winter jacket or vest and one (1) pair of insulated safety boots which, in the sole discretion of the Department Superintendent, is adequate protection for work during the winter months. The Union 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, six (6) work uniforms and one (1) pair of safety shoes to be used by the employees in the performance of their regularly scheduled duties. The uniforms shall remain the possession of the Township.

C. The Township shall provide orange safety vests to sanitation workers and protective eye glasses, masks, helmets, steel tip shoe protectors for pneumatic jacks and ear covers to such other employees as are deemed to require such equipment for the safe completion of their jobs.

D. The Township shall endeavor to supply gloves, uniforms and safety shoes to employees by March 1, 1980.

E. If in the discretion of the Department Head insulated boots or foul weather gear must be replaced, such equipment shall be replaced by the Township.

F. Effective 1979 the Township shall provide each employee with a clothing maintenance allowance of \$50. Each employee shall also receive a \$50 clothing maintenance allowance for the year 1980.

ARTICLE V

HOLIDAYS

A. Employees shall receive thirteen (13) holidays as listed below:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Six (6) Personal Holidays

The six (6) 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 which approval shall not be unreasonably withheld. They are not to be added to vacation days as an extension of that period, unless the Department Superintendent gives his 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 full compensatory day off with pay at a time that is approved by the Department Superintendent. If the holiday worked is either Christmas Day or New Year's Day, then compensatory day may be granted in the next year following. Compensatory days

under this provision are to be granted pursuant to the same procedure set forth for Personal Holidays under subparagraph A.

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. As soon as possible after the signing of this Agreement, the Township shall provide the employees in this unit with the same Dental Program coverage as is currently furnished to the Township P.B.A. The Township's contribution for 1979 shall be pro rata the 1979 P.B.A. contribution rate of \$100 and for 1980 shall be \$150 per employee per annum. If the cost to the Township of said Dental Plan exceeds said contribution limits per employee per annum, the employee agrees to contribute the excess cost. The Union may designate its own plan provided that the cost of said plan does not exceed the cost to the Township as set forth in this section.

C. 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>
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 any complaint or complaints, by a grievant, with regard to the application or interpretation of the terms of this Agreement, Township Policy or Administrative decision. 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

Union. 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 Director of Municipal Services within two (2) working days. The Director of Municipal Services 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 Director 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 Union shall be heard. The Township Committee shall render a decision in writing on the grievance within thirty (30) days.

STEP FIVE:

a. If the grievance concerns an alleged violation of a specific provision of this Agreement, and it has not been satisfactorily resolved through Steps One, Two, Three and Four of this Article, then the dispute may, within ten (10) days of the Township Committee's written decision at Step Four, be submitted to the American Arbitration Association for resolution. The Arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

b. The Arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him in the pending grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto, nor may he render a decision which is contrary to law.

c. The decision of the Arbitrator shall be final and binding. The cost of his services shall be borne equally between the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

d. No grievance concerning the discharge of a probationary employee shall be subject to arbitration.

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, 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, subject only to the express limitations of the terms of this Agreement, 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 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, 1978, 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;
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.

B. An employee shall have the right to request vacation scheduling in the winter period. Such request for a winter vacation must be made in advance and is subject to approval of the Township in its own discretionary judgment.

C. Effective 1979, sanitation workers shall receive an additional three (3) vacation days.



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

TERMINAL LEAVE PAYMENT FOR ACCRUED SICK LEAVE

A. Those employees who retire having attained both the required age and years of service, upon retirement shall be eligible to receive one and one-half (1 1/2) day's pay at his then rate of pay for every three (3) days of accrued unused sick leave.

B. Employees who retire prematurely on disability pension, shall be exempt from the attainment of the age and service requirement set forth in Section A hereof.

C. In the event of an employee's death, his estate shall be paid in accordance with Section A hereof.

ARTICLE XIV

MATERNITY/CHILD-BIRTH LEAVE

A. The Township shall grant maternity leaves of absence in accordance with State and Federal Law.

B. The Township shall grant to unit members child-birth leave consisting of three (3) consecutive days following the birth of an employee's child.

ARTICLE XV

JUDICIAL LEAVES

A. The Township shall grant leaves of absence with pay to employees required to serve jury duty.

B. The Township shall grant leaves of absence with pay to employees required to make court appearances under subpoena in judicial proceedings relating to the employee's job or other Township business.

ARTICLE XVI

MILITARY LEAVE

The Township shall grant military leaves of absence in accordance with State and Federal Law.

ARTICLE XVII

LEAVES OF ABSENCE

A. An aggregate of twenty (20) days per year shall be provided for the purpose of unpaid leaves of absences for employees designated by the Union to attend Union seminars or conventions, provided not more than two (2) employees shall be absent at the same time. Such leave shall be requested reasonably in advance and shall be subject to management approval. Said approval shall not be unreasonably withheld provided said leave will not interfere with normal Township operations.

B. The Township in its discretion may grant an employee an unpaid leave of absence for a period of ninety (90) days. At the completion of the ninety (90) day unpaid leave, the employee may request an extension for an additional ninety (90) days.

ARTICLE XVIII

PROBATIONARY EMPLOYEES

A. Employees in competitive civil service positions shall be considered probationary employees for the first ninety (90) days of their employment.

B. Employees in non-competitive civil service positions shall be considered probationary employees for the first thirty days of their employment.

C. Upon completion of the applicable probationary period, employees shall make themselves available for testing or certification, and it shall be the responsibility of the Township to expedite testing and certification.

ARTICLE XIX

VACANCIES

Vacancies above the rate of laborer and equivalent titles shall be considered promotional positions and posted and tested in accordance with normal testing procedures.



ARTICLE XX

SENIORITY

A. Seniority shall be determined in accordance with Title 11 and applicable Civil Service Rules and Regulations.

B. In the event of a reduction in force, the layoff of Township employees shall be made in accordance with Civil Services Rules and Regulations.

C. In the event of a dispute regarding the scheduling of vacation time, seniority shall determine which employee shall have priority in selection. The Township retains the ultimate right to grant or deny the vacation request in accordance with Article XI of this Agreement.

ARTICLE XXI

SPECIAL TRAINING

In the event the Township requires an employee to take special training, the Township shall pay the cost of such training, including travel expenses and regular wages.

ARTICLE XXII

JOINT SAFETY COMMITTEE

As soon as possible after the signing of this Agreement, the parties shall create a Joint Labor-Management Safety Committee. Said Committee shall be composed of two (2) representatives from Township Management and two (2) representatives from Union Labor and shall be responsible for investigating and proposing safety rules for Township employees. The Committee shall meet at mutually convenient times, but not less than four (4) times per year.

ARTICLE XXIII

JOINT LABOR/MANAGEMENT COMMITTEE

As soon as practicable after the signing of this Agreement, the Township and the Union shall create a Joint Labor/Management Committee. Said committee shall be composed of two (2) representatives of Township Management and two (2) representatives of Union labor. The purpose of the committee shall be to review items of common concern to both labor and management. The committee shall meet at mutually convenient times, but at least two (2) times each year.

ARTICLE XXIV

JOB DESCRIPTION COMMITTEE

The Township and the Union shall establish a joint committee whose function it shall be to review the job descriptions of the various job titles within the bargaining unit.

ARTICLE XXV

NON-DISCRIMINATION

There shall be no discrimination by the Township or the Union against any employee on account of race, color, creed, sex, age or national origin.

ARTICLE XXVI

UNION RIGHTS

A. The Township shall permit the Union the use of a bulletin board at the Township garage for the posting of notices, communications and other information relating to the Union.

B. The Township agrees to deduct the monthly membership dues and initiation fees from the salaries of those employees covered by this Agreement, who individually submit an authorization for such deduction in accordance with applicable law. Said monies will be transmitted to the treasurer of the Union together with a list of names of all employees from whom deductions have been made. Deductions will be made on the nearest applicable date of pay after such submission, and should an employee be on leave or absent, then such deduction shall be made from the next pay period.

C. The Township shall send a letter to the Union stating the authorized work force and the number of employees actually in the employ of the Township. Said information shall be updated by the Township at reasonable intervals.

D. Not less than thirty (30) days prior to the implementation of new work rules, the Township shall consult with the Union on the change and the effect of said change.

ARTICLE XXVII

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 XXVIII

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.

B. In the event the Union creates a credit union, and the Township is able to cause such a deduction to be made on its automatic machines, then such deductions shall be made for those employees who notify the Township of their intention to join said credit union.

ARTICLE XXIX

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 XXX

DURATION

This Agreement shall be in full force and effect as of January 1, 1979, and shall be in effect to and including December 31, 1980. 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 4<sup>th</sup> day of ~~DECEMBER~~, 1979.

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO

TOWNSHIP OF MILLBURN  
ESSEX COUNTY, NEW JERSEY

By *John J. Pica*

By *James B. O'Brien*

Witness:

*William E. Fallick*

Witness:

*John Pica*