

THIS DOES NOT  
CIRCULATE

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)

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JANUARY 1, 1978 through DECEMBER 31, 1978

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u> <sup>3</sup>
	PREAMBLE	1
I	RECOGNITION	1
II	SALARIES AND PAY SCHEDULE	2
III	HOURS AND OVERTIME	3
IV	WORK CLOTHES	4
V	HOLIDAYS	5
VI	HEALTH BENEFITS	5
VII	LONGEVITY	6
VIII	GRIEVANCE PROCEDURE	7
IX	MANAGEMENT RIGHTS	9
X	EMPLOYEE RIGHTS	10
XI	VACATIONS	10
XII	BEREAVEMENT LEAVE	11
XIII	TERMINAL LEAVE PAYMENT FOR ACCRUED SICK LEAVE	11
XIV	MISCELLANEOUS	12
XV	FULLY BARGAINED PROVISIONS	12
XVI	SEPARABILITY AND SAVINGS	13
XVII	DURATION	14
	SCHEDULE A	15

PREAMBLE

This AGREEMENT made this 21<sup>st</sup> day of June, 1978, 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 five (5) percent increase for 1978.

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

Article II continued:

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

Article II continued:

holiday shall be counted in full eight (8) hours toward the accumulation of the forty (40) hour requirement for overtime.

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. The Township shall notify the Association of any change in the current work week not less than thirty (30) days prior to the effective date of such change.

D. 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.

#### 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.

*RL* 6 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 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 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>
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, 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;
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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 sixteen 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.

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 ~~based~~

*Approved*

Article XIII continued:

~~and computed on a 10 hour day,~~ 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

#### 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 XV

#### 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

Article XV continued:

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 XVI

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 XVII

DURATION

This Agreement shall be in full force and effect as of January 1, 1978, and shall be in effect to and including December 31, 1978. 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 21<sup>ST</sup> day of June, 1978.

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

TOWNSHIP OF MILLBURN  
ESSEX COUNTY, NEW JERSEY

By William D. Pollock Jr.

By Alexander B. Syng

Witness:

J.P. Parady

Witness:

J.H. Pano



BLUE COLLAR PAY INCREMENT SCHEDULES:

	<u>GRADE 1</u>		<u>GRADE 1A</u>	<u>GRADE 2</u>		<u>GRADE 4</u>	
	Hourly	Salaried	Per Diem	Salaried	Hourly	Salaried	Hourly
<u>GRADE 1</u>							
Laborer	4.79	9,963	36.00	10,437	5.24	10,899	5.24
Public Wks. Repairer	4.95	10,296	37.29	10,721	5.40	11,232	5.40
Groundskeeper	5.22	10,858	39.28	11,256	5.73	11,918	5.73
Bldg. Mtce. Worker	5.49	11,419	41.34	11,750	6.07	12,626	6.07
Recreation Mtce. Worker	5.79	12,043	43.48	12,254	6.42	13,354	6.42
Mechanic's Helper	(1st 6 mos.)						
	Thereafter:						
Laborer	6.07	12,626	45.64	12,779	6.73	13,998	6.73
Other Titles	6.11	12,709					
<u>GRADE 2</u>							
Tree Trimmer							
<u>GRADE 3</u>							
Truck Driver	1st yr. &						
Senior Pub. Wks. Repr'r.	Thereafter	6.50	13,520				
Sr. Rec. Mtce. Worker							
Sr. Groundskeeper							
Greenskeeper							
Traffic Mtce. Worker &							
Parking Meter Coll. &							
Repairer							
<u>GRADE 4</u>							
Tree Climber							
Pumping Sta. Op.							
Equip. Op.							
Mechanic							
<u>GRADE 5</u>							
Senior Tree Climber							
<u>GRADE 7</u>							
Sr. Mechanic.							
<u>GRADE 1A (Sanit.)</u>							
Laborer	1st yr.	6.96					
	Thereafter	7.18					
<u>GRADE 3A (Sanit.)</u>							
Sanitation Driver							
<u>GRADE 6</u>							
Asst. St. & Sewer Foreman							
<u>GRADE 7 (Salaried)</u>							
	1st 6 mos.						
	2nd 6 mos.						
	2nd year						
	3rd year						
	4th year						
	(1st 6 mos.)						
	Thereafter						