

AGREEMENT

BETWEEN

MILLBURN TOWNSHIP

AND

OPEIU LOCAL 32

JANUARY 1, 2004 THROUGH DECEMBER 31, 2007

**Ruderman & Glickman, P.C.
675 Morris Avenue, Suite 100
Springfield, NJ 07081
(973) 467-5111**

TABLE OF CONTENTS

ARTICLE	PAGE NO.
Preamble	2
Article I – Recognition	3
Article II – Union Security	4
Article III – Shop Steward	6
Article IV – Management Rights	8
Article V – Grievance Procedure	9
Article VI – Salary	12
Article VII – Pay Periods and Computation	13
Article VIII – Seniority	14
Article IX – Hours of Work and Overtime	16
Article X – Clothing and Equipment Allowance	18
Article XI – Holidays	20
Article XII – Vacation Leave	22
Article XIII – Leaves	24
I. Sick Leave	24
II. Bereavement Leave	27
III. Personal Days	28
IV. Jury Duty	28
Article XIV – Leave Without Pay	29
Article XV – Request for Leave	30

Article XVI – Bulletin Board	31
Article XVII – Health and Benefits	32
Article XVIII – Maternity Leave	37
Article XIX – Longevity	38
Article XX – Separation, Discharge and Discipline	39
Article XXI – Veteran’s and Volunteer Rights and Benefits	40
Article XXII – Non Discrimination	41
Article XXIII – Personnel File	42
Article XXIV – Fully Bargained Provision	43
Article XXV – Duration of Agreement	44

This Agreement is entered into this ____ day of _____, by and between Township of Millburn (hereinafter called the Employer or Township) and the OPEIU, Local 32 (hereinafter called the Union).

PREAMBLE

The Township of Millburn endorses the practice and procedure of collective bargaining as a fair and orderly way of conducting relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the Township to operate in a responsible and efficient manner consistent with the paramount interests of the public.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Township by the Laws and Regulations of the State of New Jersey.

It is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits and employment conditions of employees covered by this Agreement to prevent interruptions of work and to provide an orderly method for handling any processing grievances.

ARTICLE I
RECOGNITION

The Township recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for Civilian dispatchers and parking enforcement officers.

ARTICLE II

UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues to the Union.

(b) At the time of hire, newly hired employees who are within the bargaining unit will be informed by their respective shop steward that they have the opportunity to join the Union or pay to the Union a Representation Fee.

Section 2. The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Union. The Employer, after receipt of a written authorization from an individual employee, agrees to deduct from the salary of said employees monthly dues and initiation fees. Such deduction shall be made: \$8.00 per pay period for Union dues for a total of \$16.00. Initiation fee of \$50.00 payable \$5.00 per pay period, for the length of this contract.

In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee.

Section 3. If an employee chooses not to become a member of the Union, then that employee will be required to pay a representation fee in lieu of dues to the

Union. The purpose of this fee will be to offset the employee's cost of services rendered by the Union as majority representative.

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues charged by the Union to its own members as permitted by law under NJSA 34:13A-5.5 through 5.8, and as that law may be amended.

Section 4. The Union agrees to hold the Township harmless from any action taken by the Township under the provisions of this Article.

ARTICLE III

SHOP STEWARD

Section 1. The union shall be entitled to name (1) Steward and one (1) Alternate Steward. The Union will provide written notification to the Employer of each Steward and Alternate Steward which represents it. The Union shall notify the Employer of any changes in designation as they occur. The Township will permit one shop steward two paid days off for union training conferences for each calendar year.

Section 2. The Steward, or the Alternate Steward in the absence of the Steward, shall restrict their activities to the handling of grievances. The Steward shall be allowed a reasonable amount of time for this purpose, but only to such extent as does not neglect, retard or interfere with their work or duties for the Township or with the work or duties of other employees. Stewards must ask their Supervisors for permission to investigate and adjust grievances and such permission shall be granted without unreasonable delay and no loss of pay.

Section 3. With the exception of processing grievance matters and negotiating contracts, the Stewards will not be allowed to transact any Union business on Township time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

Section 4. The authorized representative of the Union may have access to the shop area on application to the office of the respective Department Head. Such

representative of the Union shall not interfere with the employees or cause them to neglect their work.

Section 5. While the authorized representative of the Union is on Township property, the Union shall hold the Township harmless against any injuries or accidents that may occur to that individual.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. It is recognized that the Township has and will continue to retain the right and responsibility to direct the affairs of the departments covered by this contract in all their various aspects.

Section 2. Among the rights retained by the Township are its right to direct the working forces, to plan, direct and control all the operations and services of the departments covered in this contract, to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); to change or eliminate existing methods, equipment or facilities.

Section 3. The exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 4. It is further agreed that the above detailed management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but which may be reasonably exercisable by the Employer.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim by an employee that the employee has been harmed by an interpretation or application of this Agreement.

Section 2. To be considered under this procedure, a grievance must be initiated in writing within five (5) working days from the time when the cause for the grievance occurred.

Section 3. The procedures following shall be resorted to as the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the decision.

Step 1. The grievance, when it first arises, shall be taken up between the employee, the Steward, and the immediate supervisor. The immediate supervisor shall within five (5) working days thereafter give an oral or a written decision on the grievance.

Step 2. If no satisfactory settlement is reached during the first Step, the grievance shall be reduced to writing within three (3) working days. The grievance must state the specific provision of the Agreement brought into question and it shall be served by the Steward upon the Department Head. Within five (5) working days thereafter, the grievance shall be discussed between the Department Head and a

representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

Step 3. If the decision given by the Department Head does not satisfactorily settle the grievance, the Union shall notify the Business Administrator, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

Any grievance the Township may have against the Union shall be reduced to writing and submitted to the Shop Steward, who will promptly arrange a meeting with the Business Administrator. If the matter is not satisfactorily settled at the meeting, or within five (5) working days thereafter, the grievance may then be processed through Step 4 of the Grievance Procedure.

Step 4. In the event the grievance is not satisfactorily settled by the meeting between the Business Administrator and the representative of the Union, then the employee may elect to proceed through the New Jersey Department of Personnel, Merit System Board, or to request arbitration under this Step. However, upon selection of either the Merit System Board or arbitration under this Step, the choice of the employee becomes exclusive in nature and the employee becomes exclusive in nature and the employee cannot at a later time use another procedure to settle the grievance.

If an arbitration is selected, then within ten (10) working days of the decision at Step 3, either party may request the Public Employment Relations Commission to

aid their selection of an Arbitrator according to the rules and regulations of that Commission.

Section 4. The Arbitrator shall have the power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provision of this Agreement.

Section 5. The parties shall share equally and fees and expenses of the Arbitrator but all other costs shall be borne solely by the parties incurring them.

Section 6. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

ARTICLE VI

SALARY

Wages

1. Each member of the bargaining unit shall receive the following wage increases to their base salary:

January 1, 2004 – 3.9%

January 1, 2005 – 3.9%

January 1, 2006 – 3.9%

January 1, 2007 – 4%

2. The number of steps from the minimum salary of the salary guide to the maximum of the salary guide will be reduced from 10 steps to 8 steps.

ARTICLE VII

PAY PERIODS AND COMPUTATION

I. POLICY

There are twenty-six (26) bi-weekly pay periods. If a holiday falls on a payday, paychecks will be issued on the preceding weekday.

II. PROCEDURE

Checks are distributed by the Payroll Clerk to the department head. If an employee is absent for sickness or vacation, he/she may obtain his/her check at the normal time. If an employee is on an unexcused absence, he/she cannot obtain his/her check until 4:00 p.m. on the appropriate payday from the Department Head.

ARTICLE VIII

SENIORITY

Section 1. Seniority is defined as an employee's total length of service with the Township beginning with the last date of hire.

Section 2. Seniority in classification will be considered in transferred and reassignments in accordance with New Jersey Department of Personnel regulations, though the Township shall have the final authority to reassign or transfer an employee as work load dictates.

Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work are equal, as determined by the Department Head.

Section 3. An employee discharged while serving a provisional or temporary appointment or released at the end of a working test period shall not have recourse to the Grievance Procedure as set forth in this Agreement and must utilize instead the procedures available through the New Jersey Department of Personnel, Merit System Board to appeal such discharge or release.

Section 4. The Employer agrees to post notices of job vacancies and newly created positions for a period of three (3) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Steward.

The filling of such vacancies and positions shall be subject to the New Jersey Department of Personnel regulations. The appropriate Department Head shall

interview each interested employee and thereafter provide reasons to each interested employee who is not promoted to fill a vacancy or position.

Section 5. If a reduction of force becomes necessary, said reduction shall be in accordance with New Jersey Department of Personnel regulations.

Section 6. The Township shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify the Employer of any written objections to the accuracy of the roster; and if such written objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this Agreement.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1. Civilian dispatchers covered under this contract, will work a schedule of four (4) days on and two (2) days off. Any change to this schedule will require a notice of one (1) month calendar time. Each shift is eight (8) hours long.

Section 2. All employees shall receive time and one half pay for all hours worked in excess of eight (8) hours in any day, or in excess of forty (40) hours in any given week.

All employees covered by this contract may have the option of taking “time back” or “time owed”, when working overtime at a rate of one and one half (1 1/2) hour for each hour of overtime.

Section 3. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. All employees are expected to perform a reasonable amount of overtime. The Township does recognize that it may be inconvenient for individual employees to work overtime and it will give due consideration to each request for relief from overtime work. However, the parties agree that the Employer shall be the sole judge as to the necessity for overtime work.

Section 5. Overtime shall be distributed as equally as practicable among those employees qualified and capable of performing the work available.

Section 6. In the event an employee is called back to work after the completion of a normal work shift, the employee shall be entitled to a minimum of three (3) hours pay at the overtime rate.

Section 7. Changes in tour of duty and shift structure.

A. If the Township changes an employee's tour of duty, reasonable notice shall be afforded to said employee, except in case of emergency.

B. If the Township changes the entire Department or tour structure, seventy-five (75) calendar days' notice will be given to the Union prior to the effective date of said change. If said entire shift or tour structure is changed so regularly scheduled hours worked in a normal year exceed two thousand eight (2,080) per year, as a direct result of said shift tour change, said employees will be compensated on a straight time hour basis for hours worked in excess of two thousand eighty (2,080). The Chief or his designee, will consult with Local 32 prior to the effective date of changes initiated under this section.

C. Exchanging Tour of Duty

1. The Township agrees to allow an employee covered by this Agreement, on a particular day, to exchange his tour of duty with a consenting fellow employee.

2. Said changes are to be based on a body for body basis.

3. The Township will require prior notice, not of the change, but rather, of the names of the employees who will exchange tours, the tour involved, and the date of said exchange.

4. The privilege of exchanging tours of duty shall not be abused.

ARTICLE X

CLOTHING AND EQUIPMENT ALLOWANCE

A. Each employee shall receive a non-cumulative credit of five hundred (\$500.00) dollars per year, to be used at the Township designated supplier, to secure the clothing and equipment required of employees of the Millburn Police Department.

B. Each employee shall be allowed to purchase one pair of prescription eyeglasses annually with his/her clothing allowance.

C. Each employee shall be responsible for being properly attired, and if not so attired, will be subject to discipline under department rules and regulations.

D. Under appointment an employee will receive his full initial issue of clothing and equipment allowance for one (1) calendar year, the employee shall be credited with pro rata partial clothing allowance credit to cover the remainder of that contract year.

E. The Township will reimburse any employee, exclusive of the clothing allowance, for clothing and equipment damaged in the line of duty without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.

CLOTHING MAINTENANCE ALLOWANCE

Each employee shall receive a clothing maintenance allowance at the rate of five hundred (\$500.00) dollars per year, to be paid during the first month of each

contract year on a separate check to a normal pay check. Any employee appointed during the contract year will receive a pro-rata portion of said allowance.

ARTICLE XI

HOLIDAYS

A. Each employee covered by this Agreement shall be entitled to payment equivalent to thirteen (13) working days in lieu of holiday time off and in addition to annual salary payable to the employees as an addition to his bi-weekly pay. For informational purposes only, the holidays shall be:

New Years Day	Labor Day
Martin Luther King, Jr., Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

B. The holiday formula for computation shall be base salary divided by two hundred forty (240) days multiplied by the thirteen (13) holidays.

C. Through December 31st of a new employee's first year of employment, holidays will accrue on the basis of three and one quarter (3 1/4) holidays per quarter worked.

D. Employees who are recalled to work duty on any of the above holidays shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate for each hour worked.

E. A holiday check will be received on the first pay period on December on a separate check in addition to a normal pay check.

ARTICLE XII

VACATION LEAVE

Section 1. Annual Vacation. Every full-time employee receives a vacation with pay as follows:

First partial calendar year of service – one (1) day per month for each completed month of service for the remainder of the calendar year (an employee must have commenced employment with the Township prior to the 15th of the month to receive service credit for that month). Thereafter;

First and second full calendar years – twelve (12) working days

Third and fourth full calendar years – fifteen (15) working days

Fifth through sixteen full calendar years – eighteen (18) working days.

Section 2. The carrying over of vacation time from one calendar year to the next will not be granted unless approved by the Business Administrator. Any such approved time must be taken during that succeeding calendar year.

Permanent Classified part-time employees receive vacation on a pro-rated basis, depending on the number of days or hours worked.

Seasonal and temporary part-time employees are not entitled to vacation.

The Department Head or Supervisor reserves the right by reason of work schedule requirements to designate the period during which an employee may take a vacation.

Vacation, personal and sick days for that carryover year shall not be utilized, rather, the Township will compensate the employee on a day-for-day basis for

vacation and personal days. Sick time will be compensated under Article 13 of this Agreement.

ARTICLE XIII

LEAVES

I. Sick Leave

A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service Regulations.

3. If an employee, in the line of duty, is incapacitated and unable to work because of injury, he shall be entitled to an injury leave with full pay, less any amount received from Temporary Disability under the Workmen's Compensation Act during the period in which he was unable to perform his duties, as certified by a physician in attendance designated by the Township. Such payment will be discontinued when an employee is placed on disability pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employees credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave the Department shall be notified at least one (1) hour prior to the employee's starting time.

(a) Failure to notify the Department may be cause of denial of the use of sick leave for that absence and constitute for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious diseases, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall

establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. Calculation of Sick Leave.

1. After three (3) months of an employee's continuous illness, if said employee works a five (5) day on, and two (2) day off shift, he shall be entitled to have sick leave recomputed as if his shift was four (4) days on, and two (2) days off, retroactive to the first day of said continuous illness.

F. Illness While on Tour of Duty

1. Sick Leave shall be charged against an employee's account based on quarter tours of duty.

G. Exhaustion of Time

If an employee has exhausted all his accumulated sick leave his pay shall be reduced proportionately for every quarter tour of duty that he is absent from thereafter. To receive pay for a quarter tour, an employee must work more than thirty (30) minutes of said quarter.

H. Payment for Accrued Sick Leave

1. During any years of employment, an employee having more than 50 sick days credit may cash in the unused sick days at one-half of the "cash value" thereof. The employee must notify the Township prior to December 1st of the end of the year. The employee shall receive the payment in January of the subsequent year.

2. The “cash value” of each day shall be determined by dividing the base salary and longevity by twenty-six (26) pay periods divided by seventy-eight point seventy-seven hours (78.77) multiplied by eight point eight-three hours (8.83).

II. BEREAVEMENT LEAVE

A. In the case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

B. Immediate family shall be defined as the employee’s husband, wife, child, step-mother, step-father, step-child, mother, father, brother or sister, mother-in-law, father-in-law or grandparents.

C. Reasonable verification of the event may be required by the Township.

D. In special or unusual circumstances, the Chief or his designee may grant time off or additional time off to the employee in his discretion.

E. Bereavement leave, as defined herein for members of an employee’s immediate family, shall not be chargeable to sick leave.

F. An employee may be allowed for utilization of one (1) sick day’s leave to attend the funeral of a relative other than one in his/her immediate family, as defined by this Article.

III. PERSONAL DAYS

A. Employees covered by this Agreement shall receive three (3) working days off with pay per annum in addition to the other holiday provisions of this Agreement at a time approved by the Chief, or his designee.

B. These days will be known as personal days.

C. The formula for calculating the dollar value of one personal day shall be as follows: Annual salary, including holiday and longevity pay, divided by twenty-six (26) pay periods, divided by ten (10). Accumulate year to year.

IV. JURY DUTY

Employees shall be given time off without loss of pay when they are performing jury duty, when they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee or officer of the agency, or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. It is understood that employees will be permitted to keep any fee or expenses paid by the Courts while serving of jury duty. A copy or Order to appear must be furnished to the Employer prior to the absence.

ARTICLE XIV

LEAVE WITHOUT PAY

I. Policy

The Administrator shall for good cause grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at any one time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months by formal action of the Administrator, with the approval of the Township Committee.

A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

II. PROCEDURE

All leaves of absence without pay shall be granted in writing by the Administration or shall not be official and binding.

ARTICLE XV

REQUEST FOR LEAVE

I. POLICY

A request for any type of leave shall be submitted in writing to the Administrator. Such request, whenever possible, shall be made a minimum of four weeks in advance to permit approval and to permit duty coverage by another employee.

II. PROCEDURE

Employee requesting a leave of absence shall submit said request in writing and receive approval through his/her superior and then submit said request for leave to the Administrator. The Administrator shall approve or reject said request, in writing, within five (5) days of receipt. A copy of said approval shall be placed in each employee's personnel file and a copy sent to the payroll clerk.

ARTICLE XVI

BULLETIN BOARD

Section 1. The Township agrees to provide Bulletin Board space for Union use for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and other general matters concerning the business of the Union.

Section 2. It is further agreed that all notices are to be presented to and reviewed by the Department Supervising prior to posting.

ARTICLE XVII

HEALTH AND BENEFITS

Pension Plan

Employees of the Township of Millburn, except those retaining eligibility from previous plans in effect in Millburn are covered by the New Jersey Public Employees Retirement System (PERS). All employees are eligible for membership in PERS as of the date they complete one year of employment with the Township. At the time, enrollment is compulsory and deductions will be made from the paycheck to account for the employee's contribution to the pension fund.

When an employee becomes eligible to join PERS, the office of the Administrator will provide the employee a membership form to be completed. All specifics of PERS can be found in the booklet describing this plan. This booklet is made available to all employees from the Administrator's office.

I. Policy

Employees who have completed one year of employment with the Township are covered under one of the following pension plans if they make over \$500.00 in a calendar year and are paid in each quarter.

A brochure is available fully describing each system.

Public Employees' Retirement System (PERS)

All Township employees, except those who are ineligible for membership or are eligible for membership in one of the other State Retirement Plans described below, are covered under PERS. Enrollment in PERS is compulsory for all eligible

employees hired after July 1, 1966, with the exception of non-veteran elected officials, for whom membership is optional.

II. Procedure

The Township contribution for each employee is determined by and subsequently remitting to the State in accordance with the provisions of the law.

Township employees having completed the required number of years of specific service and having attained the specific age, may apply for retirement as provided by the plan.

Deductions are made from the first and second salary check of eligible employees and based on a percentage of the employee's annual earnings. The percentage of salary one must contribute to PERS or PFRS is determined by the system based on the employee's age at the time of enrollment. All deductions are forwarded to the system by the employer. The yearly amount the Township contributes for each employee is based on actuarial amounts.

Credit for Prior Service

The privilege to purchase additional service credit for prior public service is available only to those members who are in active employment status and who are contributing regularly to their respective retirement systems.

Types of Purchase:

The following types of service may be purchased at the option of a member:

1. **Out-of-State** – Up to ten (10) years of credit for out-of-state public employment, provided the member is not receiving or eligible to receive a retirement benefit from another public pension fund for such service.

2. **Previous Membership** – All service credited under a previous membership in either PERS which has been terminated after two (2) years of continuous activity, or by the withdrawal of the contribution made under such membership.

3. **Temporary Service** – Service rendered in a temporary position, without interruption, with the current employer, if such service was in New Jersey and immediately followed by a permanent appointment, and is requested within one (1) year of enrollment.

4. **Uncredited Service** – Any regular employment with a public employer in New Jersey for which the member does not now have retirement credit, and which would have been previous compulsory membership service. Members will be permitted to purchase only the mandatory period of pension credit which would have been established had the member been properly enrolled.

Health Benefits

I. Prescription

The prescription plan coverage will now include injectible drugs.

a. The co-pay for prescription coverage shall be increased as follows:

Generic	- \$5.00 (previous \$3.00)
Name Brand	- \$10.00 (previous \$6.00)

II. Dental Plan

The Township will offer an enhanced dental package. The cost of difference in premium between the current plan and the enhanced dental package will be paid by the employee. In order to pay for the difference in the cost of the premium between current plan and the enhanced dental package, the Township will set up a dental premium plan. This plan will allow employees, through payroll deduction, to put money into the dental premium plan to pay for the difference in the cost of the premium with pre-tax dollars. Participation in this plan will be mandatory.

III. Section 125

Effective January 1, 2005 the Township will provide a premium conversion plan, a healthcare flexible spending account and a dependent care flexible spending account in accordance with Section 125 of the IRS code.

A. Voluntary Accounts

The Township will offer two voluntary account plans for employees that will enable them to pay for medical and dependent care with pre-tax dollars. Participation in these plans is strictly voluntary on the employee's part and the money goes into the account through payroll deduction.

B. Flexible Spending Plan – Employees can put pre-tax money into this account and use it for various out-of-pocket expenses including deductibles from their medical plan, and co-pays for office visits

1. In order to participate in this plan you must enroll every January. If you choose to participate you must decide at the beginning of the year how much

money you want to put into the account. If you do not use all of the money that you have put into the account you do not get a refund.

C. Dependent Care Spending Plan – Employees can put pre-tax dollars into this account and use it to pay for either day care or elderly/parental care. This would apply to anyone that you declare on your taxes.

1. In order to participate in this plan you must enroll every January. If you choose to participate you must decide at the beginning of the year how much money you want to put into the account. If you do not use all of the money that you have put into the account you do not get a refund.

ARTICLE XVIII

MATERNITY LEAVE

I. POLICY

Maternity leave may be granted up to six (6) months, provided that the request for such leave is made in writing to the department head no later than the fourth month of pregnancy.

Request for maternity leave must be favorably endorsed by the Administrator.

Such leave, if granted, shall be without pay.

II. PROCEDURE

Employees must use accumulated sick leave and vacation leave initially, and then begin the maternity leave without pay.

An employee returning from an authorized maternity leave, as set forth herein, shall be restored to her original classification at the appropriate rate of pay with no loss of seniority, employee rights, privileges or benefits.

ARTICLE XIX

LONGEVITY

I. POLICY

Each full-time permanent employee of the Township shall receive longevity compensation hired prior to January 1, 2001 in addition to his or her base salary, in accordance with the following schedule (labor contracts should be consulted for possible schedule differences):

	<u>Percent of Annual Base Salary</u>
Upon completion of 5 years thru 10 years	2%
Upon completion of 10 years thru 15 years	4%
Upon completion of 15 years thru 20 years	6%
Upon completion of 20 years thru 25 years	8%
Upon completion of 25 years to retirement	10%

Continuous employment service shall mean continuous employment by the Township without breaks in service from year to year, except for annual vacation, earned sick leave, service in the United States Armed Forces, and authorized leaves of absence up to one year.

II. PROCEDURE

For longevity purposes, the employee's date of hire shall serve as the starting point for the calculation of continuous service years.

ARTICLE XX

SEPARATION, DISCHARGE AND DISCIPLINE

Section 1. Separation from service of the Employer may result from voluntary resignation of the employee or by termination of the employee's services by the Employer. Employees who wish to terminate their services shall notify the Township at least two (2) weeks prior to their effective date of resignation in order for the resignation to be in good standing. Notification may be verbal or in writing and should state the date and reason for leaving. The Department Head may accept an immediate oral resignation, but such resignation shall be considered not in good standing unless differently recorded by the Employer.

Section 2. In cases of suspension or dismissal, the Township shall notify the Union of such action unless otherwise directed by the affected employee.

ARTICLE XXI

VETERAN'S AND VOLUNTEER RIGHTS AND BENEFITS

Section 1. The seniority rights of employees who enlist or are drafted pursuant to law shall be maintained during the period of service and they shall have the right to reinstatement to their former position or to a position of equal status at the salary rate previously received together with all salary increases granted by the Employer to that employee's previous position during the period of military service.

Section 2. Reinstatement of veterans shall be upon application made within ninety (90) days after honorable discharge from service. This clause shall be subject to all pertinent and applicable provisions of law.

Section 3. Any employee in the Reserves who is called to active duty shall maintain seniority rights and shall receive pay in the amount of the difference between their service pay and eight (8) hours straight time pay for lost time.

ARTICLE XXII

NON-DISCRIMINATION

Section 1. It is agreed that the Township and the Union will continue the practice of not discriminating against any employee because of race, color, creed, nationality, or sex. No employee shall be discriminated against or transferred because of legal union activities.

Section 2. It is agreed that if an employee is not promoted from an approved list, the Employer shall provide the employee with the reason for the decision.

ARTICLE XXIII

PERSONNEL FILE

A. An employee shall have the right to inspect his personnel file on reasonable notice and at a reasonable time provided a designated superior officer is presented at the time of inspection. A representative of the Union may be present when requested by the employee concerned.

B. The employee shall have the right to submit a written answer to any material which he has reviewed in his file, and his written response shall be attached to the file copy. If a member still objects to a document which has been placed in his file, he shall have the right to appeal under the grievance procedure covered in this Agreement.

C. Although the Township agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection and without the employee's full knowledge.

ARTICLE XXIV

FULLY BARGAINED PROVISION

Section 1. This Agreement represents and incorporates the complete and final understanding of statements by the parties on all bargainable issues which are subject to and could have been subject to 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 when they negotiated or signed this Agreement.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective January 1, 2004 and shall continue in force and effect until December 31, 2007.

IN WITNESS WHEREOF, each of the parties hereto has cause this Agreement to be executed by its fully authorized representatives.

TOWNSHIP OF MILLBURN

LOCAL #32

