

1978

AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT HOLLY
AND THE EMPLOYEES OF THE TOWNSHIP OF MOUNT
HOLLY, BURLINGTON COUNTY COUNCIL #16.

THIS DOES NOT
CIRCULATE

I. Recognition.

The Township hereby recognizes the Employees of Mount Holly Township, Burlington Council #16, New Jersey Civil Service Association, hereafter referred to as "Union" as the exclusive collective negotiations agent for all white and blue collar employees of the Township excluding all managerial executives, confidential employees, supervisors within the meaning of the Act, professional and craft employees, police and ^{non permanent} part time employees. A statement of the officers of the Union shall be filed with the Township, shall be maintained in a current condition and shall be updated annually.

II. Management Rights.

1. The Township of Mount Holly hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it 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;

a. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

b. To hire all employees subject to the provisions of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

c. To suspend, demote, discharge or take over disciplinary action for good and just cause according to Civil Service Law.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by applicable law and the specific and

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express terms of this agreement.

III. Association Rights.

1. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that every member of the negotiation unit shall have the right to freely organize, join and support, New Jersey Civil Service Association, Burlington County Council #16, for the purpose of engaging in collective negotiations. As a Municipal Corporation exercising governmental authority under the Laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiation unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or conferred by the Constitution of the United States; that it shall not discriminate against any member of the negotiating unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership in the New Jersey Civil Service Association, Burlington County Council #16, his or her participation in any union activities of the said Council #16, collective negotiations, or his or her institution of any grievance, complaint or proceeding under this agreement on behalf of the Union.

2. Officers of the Union, as identified on the official statement, shall be permitted a reasonable amount of time to transact joint Union-Township business such as grievance procedures on the premises as long as it does not interfere with the assigned duties of the Officers or the employees involved in the business. No more than two officers of the Union may be absent from their regular duties at any one time to conduct this business and the supervisor of these officers must be notified of their absence from assigned duties prior to this absence.

3. The Union may have use of meeting room facilities in Township Buildings after hours when appropriately scheduled through the proper authority.

IV. Fully Bargained Provisions.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the contemplation of either or both the parties at the time they negotiated or signed the Agreement.

V. Employment Responsibilities.

1. Members of the Union agree that employment with the Township of Mount Holly is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as municipal employees.

2. No member of the negotiating unit will accept secondary employment which impairs their official duties and responsibilities or which impairs their efficiency or effectiveness in performing those duties.

3. In order to insure that the standard as expressed above in subparagraph 1 is adhered to, the Township Manager may require a member of the Union to file a statement providing information as to the duties and responsibilities of said ^{secondary} employment and the average number of hours worked per week therein. The Township Manager shall review the statement and will approve only those secondary employment positions which do not conflict with official duties and responsibilities or which do not impair the member's efficiency or effectiveness in performing those duties. The decisions of the Manager in this respect are subject to the grievance procedure.

VI. No Strike Pledge.

1. The Union covenants and agrees that during the term of this Agreement no member of the Union will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other similar action against the Township.

2. Participation in a strike, slowdown or walkout by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees in accordance with the procedures established by law.

3. The Union will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar action by its members against the Township.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

VII. Grievance Procedure.

1. Definition: A grievance is: (1) a complaint that there has been an improper application, interpretation, or violation of the specific terms and conditions of this Agreement; (2) an improper application, interpretation, or violation of any rules, regulations, codes, policies or administrative decisions applicable to member of the negotiating unit as defined in Article I; or (3) a disciplinary action that is not subject to Civil Service hearing and appeal procedures to a member of the unit.

2. Grievants: Grievances may be filed by an individual member of the negotiating unit, or by the Union itself.

3. The aggrieved employee shall continue on his assigned duties pending the resolution of the grievance.

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4. Procedure: The grievant shall invoke the grievance procedure within 5 working days after occurrence of the event complained of.

(a) The grievant must first discuss the grievance with his immediate superior. Said discussion must take place within three (3) working days of the filing of the grievance. The filing of a grievance shall take place by the grievant setting forth his grievance in writing specifying the nature of the complaint and the remedy desired which shall be filed with the immediate superior and the Township Manager. The immediate superior must communicate his decision to the grievant within ten (10) working days of the filing of the grievance.

(b) The grievant, within five (5) working days after receipt of the decision of the immediate superior, may appeal the decision to the Township Manager, or, in his absence, that individual responsible for the management of the Township. Said meeting must be held within ten (10) working days of the receipt of the Appeal. The Appeal must be made in writing and must provide information with regard to the nature of the grievance, the results of the discussions with his immediate supervisor and the reasons for his immediate dissatisfaction with this decision. The Township Manager, or his designee, must issue a written decision within ten (10) working days of the meeting stating findings and a decision.

(c) The appeal to the Township Manager shall be the final step in the grievance procedure with regard to all grievances except those which allege an improper application, interpretation or violation of the specific terms of this Agreement, item 1.(1) above.

(d) Failure of the grievant to meet any of the time stipulations of this Grievance Procedure will result in the grievance being withdrawn. The grievant may request extensions of these time stipulations for reasons beyond his control or extenuating circumstances, provided that this request is received prior to the stipulated time limit.

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(e) With regard to all grievances alleging an improper application, interpretation or violation of the specific terms of this Agreement, a grievant who is dissatisfied with the results of the decision of the Township Manager may appeal that decision to a joint Union-Township Committee. Said committee will be composed of one representative chosen by the Township and one chosen by the Association. The committee will attempt to resolve the grievance. The committee may at its discretion retain the services of an attorney whose fee shall be shared equally. A request for the convening of this committee must be made by the grievant within ten (10) working days of receipt of decision of the Township Manager. The Union-Township Committee must meet within 30 calendar days and must issue its decision in writing within ten (10) working days from the time of the meeting between it and the grievant. If the grievant or the Township is dissatisfied with the results of the decision of the joint Union-Township Committee, the grievant or the Township shall have the right to proceed to

5. Binding Arbitration: Notice of intent to proceed to binding arbitration must be given by either party to the other within ten (10) calendar days of receipt of the decision of the joint Union-Township Committee. The parties agree to be bound by the rules, regulations and procedures of the New Jersey State Public Employees Relations Commission concerning the method of choosing an arbitrator. The costs of the arbitrator are to be borne by both sides (Union and Township) on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the arbitrator shall be final and binding on all parties, and a written decision rendered within 30 days of the hearing date. The arbitrator's decision shall be limited to the specific terms of this contract.

6. Right of Representation: All grievants shall have the right to be accompanied by an attorney and/or a representative of the Union at all levels of the grievance procedure.

7. Disciplinary Matters: The negotiated grievance procedure shall not be used for disciplinary hearings or any other items wherein the Civil Service Procedures are invoked.

8. Personnel Folders: All material placed in the personnel folder of a member during that member's utilization of the grievance procedure will be removed therefrom except for the final written disposition of the grievance. Each individual member of the negotiating unit has the right to review the contents of his personnel folders at any time during office working hours. The member may, upon request, have detrimental correspondence or reports removed from the personnel folder and returned to the member based upon the following schedule:

1. Uninvestigated citizens letter - 6 months.
2. Official letter of reprimand - 18 months, provided there is no reoccurrence.
3. Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from personnel folders.

VIII. Terms of the Agreement.

This Agreement shall govern all members of the Union employed by the Township on the date of execution of this Agreement and thereafter. The Agreement shall remain in effect until March 31, 1979.

IX. Leave.

1. Section XI of the Employees Handbook dated 7-1-76 shall prevail unless specifically amended by the following terms and conditions of this contract.

2. The Township shall provide all full time permanent employees the following leave. Part time employees who are permanent shall receive a pro rata share of these leave benefits according to the ratio of their actual hours worked to the hours of a full time employee on an annual basis.

(a) Annual Leave (Vacation Leave). Full time personnel are entitled to receive the following annual leave with pay at such times as the department head determines will not interfere with the efficient operation of the Department:

J. D. W.

<u>Years of Employment</u>	<u>Days Vacation</u>
0-1	1 day per month
After 1 thru 5	13 days per year
6 through 10	16 days per year
11 through 20	21 days per year
21 and over	26 days per year

(b) Bereavement Leave. Five days bereavement leave will be granted when death occurs in the immediate family, namely: the death of parents or brothers or sisters of the member or spouse, children and grandchildren. If the employee must travel out of state one extra day will be allowed for travel. This leave must be used for the purpose of handling necessary arrangements and attendance at the funeral in question.

X. Volunteer Firemen.

The Township of Mount Holly shall grant time off from work with pay for municipal employees who are members of a volunteer fire company serving the municipality, volunteers in first aid or rescue squads serving the municipality or volunteer drivers of municipally-owned or operated ambulances when such employees are called to respond to alarms occurring during the hours of their employment, as established under N.J.S. 40A:9-160.1 Source Laws 1971, Chapter 200 effective July 1, 1971. Employees engaged in assignments/^{as defined below}that would make added expenses for the Township of Mount Holly, other than wages, would not be permitted to leave for fire or ambulance emergency unless said employee was directed to do so by his immediate supervisor or replaced by a non-member of the volunteer fire company or emergency squad.

Assignments such as but not limited to the following:

1. In the act of hauling or spreading hot patch of asphalt.
2. Pouring Concrete.
3. Any emergency assignment that would jeopardize the life or property of the citizens of the Township of Mount Holly.

Employees responding to such alarms shall report back to their job sites immediately and without delay when dismissed by the person in charge of such emergency.

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XI. Personal Days.

1. Each permanent full time employee shall be allowed up to 2 days paid leave which may be used for personal business. This leave may be taken in hourly increments.

2. Each employee desiring to take a personal leave day shall notify their supervisor at least 24 hours in advance of his or her intent to do so and must specify the nature of the personal business to be conducted. The supervisor may waive this 24 hour notification if the employee can prove that he did not have prior notice of the personal business to be conducted.

3. Personal days are to be used only to conduct business that cannot normally be accomplished after working hours or on weekends. Examples of such personal business are litigation and court appearances, financial settlements, and consultation with lawyers.

4. No employee shall take a personal leave day on the business day immediately preceding or following a paid holiday or vacation day.

5. Personal leave days must be used during the calendar year and cannot be accumulated.

XII. Safety and Clothing.

1. Public Works employees shall be provided with:

Summer and Winter Uniforms (shirts and pants only)

Laundry Services

Rain gear and rubber pullover boots

Safety shoes as needed

Safety glasses as prescribed

(a) Any articles provided by the employer are to be worn only during working hours. Articles are the property of Mount Holly Township, but the sole responsibility of the employee. Articles lost shall be paid/^{for}by the employee who was assigned the articles.

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(b) Work uniforms shall be worn by public works employees and the Township shall provide such clothing. Such uniforms shall be limited to that provided by the Township. The Township shall designate the source, style, materials, and all other features and aspects of the uniform.

(c) Uniforms may not be worn other than while on duty for Mount Holly Township. Safety equipment and uniforms must be worn as prescribed by the employer. All safety and health rules must be obeyed by the employees.

2. All safety problems reported by the employees will be investigated by the Supervisor of the department and, if requested by an employee, a representative of the union. If the solution of the supervisor is not acceptable, then the problem can be handled by a grievance. Unless the alleged safety hazard constitutes an immediate physical hazard to the employees, the work will continue while the grievance is in progress.

XIII. Seniority.

1. In vacation scheduling employees with the greatest amount of seniority shall be given preference provided that the assigned work schedule permits this preference.

2. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bonafide illness or injury certified by a physician not in excess of six months.

3. If a question arises concerning two or more employees who were hired on the same date, seniority preference shall be determined according to the dates that their permanent civil service status was established. If this date is the same, preference shall be given in alphabetical order of the employee's last name.

4. The employer shall maintain an accurate, up to date employee records showing the date of temporary, provisional and permanent employment, classification and pay rate. Employees shall be furnished copies of these upon request.

5. Seniority is the continuous length of permanent Civil Service status with the Township of Mount Holly.

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XIV. Medical Benefits.

The Township shall provide the following funds for each permanent full time employee, spouse and child for Blue Cross, Blue Shield 750 Program, Major Medical and Rider "J" insurance program:

Family	\$677.28 - \$56.44 monthly
Individual	\$251.16 - \$20.93 monthly
Single Parent & Children	\$446.28 - \$37.19 monthly
Husband & Wife	\$662.88 - \$55.24 monthly

Members may choose Health Maintenance Organization Plan, with the difference in cost being paid by the employee.

XV. Hours of Work and Overtime.

1. The regular work day for public works employees shall be 7:00 AM to 4:00 PM. The regular work day for clerical employees shall be 9:00 AM to 5:00 PM. However, it is expressly understood that the Township may vary the work day for any employee as its need require.

2. Overtime shall be paid at the rate of one and one half times the regular straight time rate for all hours worked beyond forty (40) hours for Public Works employees in a work week, and thrity-five (35) hours for clerical employees. Also, overtime shall be paid at a rate of one and one half times the regular straight time rate for all hours worked beyond the regular work hours in any one work day provided that the employee completes a regular work week. Overtime will be paid for work on Saturday or a Holiday only if the employee has already worked forty (40) hours for Public Works employees and thirty-five (35) hours for clerical employees in that work week. Compensatory leave may be provided in lieu of overtime payments.

3. Employees called into work from home on an emergency call-in outside their regular work day shall be guaranteed a minimum of two hours pay.

4. Overtime shall be distributed equally insofar as practical among the employees who are qualified and able to perform the required work.

5. Those clerical employees required to be in attendance at

evening meetings of Court or various Committees shall receive \$20 compensation per evening.

6. In reference to/snow and ice control during the winter months, in November those employees who are willing to operate the various pieces of Township equipment and perform related tasks shall sign up for winter overtime. The Township shall develop a list of qualified employees to operate the various pieces of equipment and the overtime insofar as practical shall be rotated among these qualified employees. The normal operating crew for this equipment for snow plow operations: (1) For each snow plow trucks - 2 qualified operators if these vehicles are to be in use for more than 4 hours; 1 qualified operator and 1 helper if they are to be in use for less than 4 hours; (2) For the front end loaders and tractor - 1 qualified operator. A qualified operator may be an equipment operator or truck driver. A laborer who has proven experience with the equipment may also serve as a qualified operator. In addition, one supervisory person may be used as a qualified operator whenever this overtime is in progress. Employees who sign up for overtime in November shall be available for the work when it is assigned to them. If sufficient qualified employees are not available when notified, the Township is not bound by these provisions.

XVI. Pay Plan.

1. During 1978 the pay range for an established Grade listed in Ordinance 1977-3 shall be increased by the amount indicated on the attached pay plan. All employees performing satisfactory service will have their salary adjusted by 6%, in an amount not to exceed the 1978 increase (column 2).

2. Those employees who are not already receiving the maximum pay for their Grade and who are performing satisfactorily shall receive an incremental salary increase of 5% provided that no employee shall be paid in excess of the maximum salary established for any Grade.

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3. Upon execution of the Labor Agreement, all employees will be evaluated by their immediate supervisors. These evaluations shall be reviewed by the Township Manager with the supervisor and a determination made if the employee is performing in a SATISFACTORY manner, in a FAIR manner, or in an UNACCEPTABLE manner. For FAIR and UNACCEPTABLE ratings, the supervisor and the Township Manager must provide specific reasons for the rating and specific corrective steps that the employee can take to correct these deficiencies. These reasons must be indicated in writing on the evaluation form.

a. Supervisors shall review the evaluation forms with the employees within 30 days and shall discuss with them their performance and areas of concern.

b. If an employee believes that their evaluation is not accurate or equitable, within 10 working days of his meeting with his supervisor he may request a hearing before the Township Manager to seek an explanation of the evaluation and/or to present information to alter the evaluation. The meeting with the Township Manager or his representative must be held within 10 working days of the request.

c. If an employee is not satisfied with the results of the hearing before the Township Manager, the member can have the Grievance Committee of the Union review the available information and meet with the Township Manager to discuss the evaluation. The employee must invoke this procedure within 10 working days of the meeting with the Township Manager.

4. Employees receiving SATISFACTORY ratings shall have their salaries increased on April 1 accordingly. Employees who are performing in a FAIR manner shall receive $\frac{1}{2}$ of the total annual increase on April 1 and shall have their evaluation continued for 3 months in order to give them an opportunity to improve their performance. If, after 3 months, it is determined that these employees have improved their performance, they shall receive the remainder of their salary adjustment. Employees who are performing

in an UNSATISFACTORY manner shall receive no salary adjustment in April and shall have their evaluation continued for 6 months in order to give them an opportunity to improve their performance. If, after 6 months, it is determined that these employees have improved their performance, then they shall receive the remainder of their salary adjustment.

a. Employees who do not improve their FAIR rating shall not receive the remainder of their salary adjustments and those who do not improve an UNSATISFACTORY rating shall not receive any salary adjustment.

5. Whenever an employee is promoted, their salary shall be increased to the entrance level of the new position or by the amount of the increment stated in #2 above, whichever is greater, provided that their salary cannot exceed maximum salary of the new position. At no time shall an employee being promoted receive less than his total salary (base plus longevity) he previously received or would have received in the year he was promoted.

XVII. Longevity.

In order that employees who have remained at the maximum pay rate of a Grade for a number of years without a salary adjustment may receive some compensation beyond that fixed for the pay grade, the following three step LONGEVITY PAY PLAN is hereby adopted:

When an employee has remained at the maximum pay rate of one or more Grades for 48 months of service, longevity increment "A" computed at 5% of the maximum pay for a given grade of the attached pay plan/shall be paid in addition to the maximum established rate of the Grade. The additional longevity increment computed at 10% "B"/shall be paid when an employee has been in the maximum pay rate of one or more grades for 108 months of service. The final longevity increment "C" computed at 15%/shall be paid when an employee has been in the maximum pay rate of one or more grades for 168 months of service.

1. The longevity increment shall be paid in the month during which the employee celebrates his employment anniversary and shall be received annually thereafter provided that the employee continues to perform his work satisfactorily and remains at the maximum pay rate.

2. The LONGEVITY PAY PLAN provided in this section shall be in effect on January 1, 1979. Longevity payments in 1978 shall be made pursuant to Ordinance 1977-3.

3. During the life of this contract, there will be no re-classifications of any member's position.

4. If an employee is demoted or reclassified to a lower grade, his pay will be adjusted downward in accordance with Civil Service procedures.

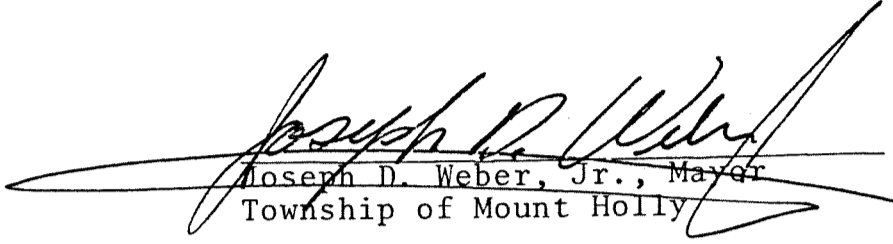
5. In order to recognize the delay in advancement to the top step, that the same Township employees experienced in 1975 due to the temporary curtailment of the merit salary increment plan, the following employees shall receive 12 month credit so that they will have to be at the maximum rate of pay of one or more grades of 36 months, 96 months, or 156 months for longevity payments: E. Bartlett, J. Leedom, C. Mann, P. Morris, F. Nuciforo, M. Paglione, R. Crain, W. Hendrickson, B. Parker, ~~R. Parker~~, A. Rye, M. Yacono, S. Powell.

6. Those employees who pursuant to Ordinance 1977-3 received longevity or additional longevity payments and would lose some or all of these payments by the implementation of the longevity plan implemented by this contract will continue to receive payments as provided by 1977-3.

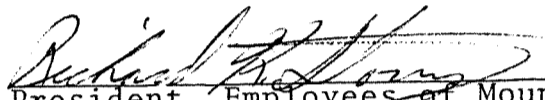
XVIII. Separability Provision.

1. The Township and Union recognize the authority of the Federal and State Governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.

2. If any provision of this Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, such provision shall be inoperative but all such other provisions shall not be affected thereby and shall continue in full force and effect.


Joseph D. Weber, Jr., Mayor
Township of Mount Holly

Marion H. Baratta
Marion H. Baratta,
Township Clerk


President, Employees of Mount Holly
Township Burlington County Council
#16

Ella Marie Major
Witness

9/21/78
Date of Execution


President, Burlington County
Council #16

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1978 J ALLEN TAYLOR

GRADE	1977	1978	1978	Longevity		
	MAXIMUM	INCREASE	MAXIMUM	A	B	C
1	8103	486	8589	429	858	1287
2	—					
3	8784	527	9311	465	930	1395
4	9150	549	9699	484	968	1452
5	9539	572	10111	505	1010	1515
6	9944	596	10540	527	1054	1581
7	—					
8	10816	648	11464	573	1146	1719
9	—					
10	—					
11	—					
12	12350	741	13091	654	1308	1962
13	12919	775	13694	684	1368	2052
14	13518	811	14329	716	1432	2148
15	14145	848	14993	749	1498	2247
16	—					
17	16057	963	17020	851	1702	2553