

3-0247

16-15
Dupl.

AGREEMENT

Between

TOWNSHIP OF WEST MILFORD, *Township of*
PASSAIC COUNTY, NEW JERSEY

and

LOCAL NO. 2275, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(Road and Maintenance Employees)

Institute of Management
AUG 0 1985
RUIGERS UNIVERSITY

**THIS DOES NOT
CIRCULATE**

X January 1, 1985 through December 31, 1986

TABLE OF CONTENTS

Article

Page

	PREAMBLE	1
I	RECOGNITION and NON-DISCRIMINATION	2
II	MANAGEMENT RIGHTS	3
III	GRIEVANCE PROCEDURE	4
IV	HOURS AND OVERTIME	8
V	HOLIDAYS	12
VI	VACATIONS	14
VII	SICK LEAVE	16
VIII	HOSPITALIZATION AND INSURANCE	20
IX	CLASSIFICATION AND JOB DESCRIPTION	21
X	SALARY GUIDE	22
XI	UNIFORM PROVISION	23
XII	LONGEVITY	24
XIII	SENIORITY	25
XIV	SAFETY AND HEALTH	27
XV	NO-STRIKE PLEDGE	28
XVI	LEAVES OF ABSENCE	30
XVII	BULLETIN BOARD AND UNION MEETINGS	32
XVIII	DEDUCTIONS FROM SALARY	33
XIX	SEPARABILITY AND SAVINGS	36
XX	FULLY BARGAINED PROVISIONS	37
XXI	TERM AND RENEWAL	38
	SCHEDULE A	39
	SCHEDULE B	40
	SCHEDULE C	41
	SCHEDULE D	42

PREAMBLE

THIS AGREEMENT made and entered into on this 3rd day of June, 1985, by and between the TOWNSHIP OF WEST MILFORD, IN THE COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township") and LOCAL NO. 2275, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union") and its affiliate Council #52, represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND NON-DISCRIMINATION

A. The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations of all employees holding the titles set forth in Schedule A but excluding any supervisory employees, management executives, confidential employees and all other Township employees.

B. The titles herein shall be defined to include the plural as well as the singular, shall include males and females and are synonymous with the word employees.

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

D. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE II

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 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 and 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 and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and 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 the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any national, state, county or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township Staff.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by the Union on behalf of an individual or individuals, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within five (5) days of the occurrence of the

Article III (continued)

grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his grievance with the Department Head within three (3) days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the matter may be referred to the Township Manager who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step Four:

(a) In the event the grievance has not been resolved at Step Three, the Union may within ten (10) days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

Article III (continued)

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions to this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the Township and the Union in an earnest effort to adjust the differences between the parties.

Article III (continued)

In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Four above.

E. No response to any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

F. Time limits may be extended by the parties by mutual written agreement.

G. Where grievances contest the Township's proposed disciplinary action against an employee on "minor" cases the employee shall have the right to an administrative hearing with the Appointing Authority prior to the actual assessment of disciplinary action. In major disciplinary actions such as in cases of fighting, intoxicification, extreme belligerence, insubordination or where an employee presents an immediate danger to himself, others, or property, the Township is under no obligation to hold an administrative hearing prior to the institution of disciplinary action.

ARTICLE IV

HOURS AND OVERTIME

A. Work Schedules

1. The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

2. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the Union, except for changes in hours described in Section A. 3. b.

3. Hours

(a) Road Department

The work day will consist of eight (8) hours, 7:00 a.m. to 3:30 p.m. with a half hour for lunch. Lunch hours shall be between 11:30 a.m. to 12:00 noon.

(b) Recreation Department

The work day shall consist of eight (8) hours, 7:00 a.m. to 3:30 p.m. with a half hour for lunch. These hours are subject to change to 8:00 a.m. to 4:30 p.m. at the discretion of the Recreation Director. The Director will provide 24 hours notice of a change in hours except in the case of emergencies.

(c) Public Property Maintenance - Town Hall

To minimize interference with municipal operations in the maintenance of the municipal building, personnel assigned this function will stagger their hours to overlap the standard work day of 8:00 a.m. to 4:30 p.m. When two employees are assigned this function, one shall start at 6:00 a.m. with quitting time at 2:30 p.m. and the other employee shall start at 10:00 a.m. with quitting time at 6:30 p.m., with a half hour for lunch. When only one

Article IV (continued)

employee is available for this function due to vacation, sickness or authorized leave of the other employee, the employee working shall start at 8:00 a.m. and have quitting time at 4:30 p.m.

(d) Emergencies

Employees in such numbers as the Township may require, shall be required to respond in emergencies.

B. Overtime

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

(a) All work performed in excess of eight (8) hours in any one (1) day.

(b) All work performed in excess of forty (40) hours in any one (1) week.

(c) All work performed on Saturday or Sunday.

2. Holidays- In the event an employee is required to work on any holiday listed in Article V, Section A, he shall be paid double (2) times his regular rate of pay for all hours worked on that day, in addition to the compensation provided for in Article V. This double time provision shall apply only for work performed on the actual holiday, and shall not apply for work performed on the previous or following day taken in lieu of the holiday.

3. Regularly scheduled overtime work and emergency call outs will be distributed as equally as possible among all employees in a classification. No employee shall be eligible for emergency call within twenty-four (24) hours of sick period.

4. Should the Department Head or his designee determine that spot sanding of less than 3 hours is required, he shall dispatch such crew or crews as are warranted regardless of the geographic location of the icy conditions.

C. Call In Time

1. Any employee who is requested and who returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than three (3) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid time and one-half for the first three (3) hours of work. Thereafter, for the balance of his regular work shift he shall be paid his regular rate.

2. Employees working through their supper or lunch time shall be paid time and one-half their regular rate; or employees will receive one (1) hour for supper or lunch. All employees shall receive two (2) rest periods: - one 15 minute period in the morning between 9:00 a.m. and 9:30 a.m.; and one 15 minute period in the afternoon between 1:30 p.m. and 2:00 p.m. No more than 15 minutes shall be allowed for employee cleanup before lunch and before quitting time.

3. In the event an employee is recalled to emergency duty for a complete shift, he shall be allowed the usual one (1) hour paid meal period, providing, however, that if an employee is recalled to emergency duty between the hours of 5:00 a.m. and 7:00 a.m. he shall only be entitled to 1/2 hour paid meal period. No paid meal period shall be provided if the

Article XV (continued)

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

Article IV (continued)

call out occurs after 7:00 a. m. and before the start of the normal day shift. Arrangements shall be made to provide the employee with food at his expense if eating facilities are not otherwise available.

4. All employees are required to respond to an emergency call out within 30 minutes of call, except in cases of unusual or severe conditions. Any employee who misses a call-out shall submit to his supervisor a reason. Failure to respond to call outs consistantly will be reviewed by the supervisor and be subject to disciplinary action.

D. Equipment

Foreman vehicles are to be stored at municipal facilities with other equipment nightly, except, however, in those emergency situations when the Township Manager determines that the public safety is best served by allowing the foreman to take the vehicles home overnight.

No vehicles or equipment other than pickup trucks driven by foremen are to be taken to any unauthorized location at any time for any reason unless specifically authorized by the Township Engineer or his designee.

ARTICLE V

HOLIDAYS

A. Each employee shall be compensated for the following holidays:

1. New Years Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus' Birthday
9. General Election Day
10. Veterans' Day
11. Thanksgiving Day
12. Day following Thanksgiving Day
13. Christmas Day

B. In the event the holiday falls on a regularly scheduled work day the employee shall receive the day off with pay.

In the event the holiday falls on a Saturday or Sunday, the employee shall receive the previous Friday off if the holiday falls on Saturday and the succeeding Monday off if the holiday falls on Sunday.

C. All employees shall be eligible for holiday pay if the employee worked his last scheduled work day prior to the holiday or he is absent by prior consent of his superior.

D. In the event a national holiday is declared by the President of the United States, the Township agrees to add this day to the approved list

Article V (continued)

of authorized holidays, provided, however, the day declared a holiday occurs between April 1 and November 30. Should the day declared as a holiday by the President occur between December 1 and March 31, employees shall be granted an additional personal day to be scheduled pursuant to Article XVI, Section E.

ARTICLE VI

VACATIONS

A. Amount of Vacation Leave

1. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to five (5) years of service; fifteen (15) working days vacation after the completion of five (5) years and up to ten (10) years of service; eighteen (18) working days vacation after the completion of ten (10) years of service and up to fifteen (15) years of service; twenty (20) working days vacation after the completion of fifteen (15) years of service and up to twenty (20) years of service. After 20 years of service, 1 additional vacation day shall be earned for the completion of each additional year of service to the maximum of twenty-five (25) years. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

2. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

3. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and the year preceding, provided the latter can be taken during the year of return.

B. Vacation Leave Due Upon Separation

1. An employee who is retiring or who has otherwise separated

Article VI (continued)

shall be entitled to the vacation for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

2. Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

ARTICLE VII

SICK LEAVE

A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N. J. A. C. 4:1-1.1 et seq., of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. 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.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

C. Amount of Sick Leave

1. 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) days in every calendar year thereafter.

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

3. An employee shall be reimbursed for accrued sick leave earned prior to January 1, 1983 at the time of termination of his employment in good standing at the rate of ten dollars (\$10.00) for each unused sick leave day, and at the rate of twenty dollars (\$20.00) for each unused sick leave day