

3-0178

A G R E E M E N T

THIS DOES NOT  
CIRCULATE

Between

TOWNSHIP OF WEST MILFORD,

PASSAIC COUNTY, NEW JERSEY

and

WEST MILFORD MUNICIPAL EMPLOYEES GUILD

(Supervisory)

January 1, 1979 through December 31, 1980



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PREAMBLE

THIS AGREEMENT, made and entered into on this            day of August, 1979, 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 WEST MILFORD MUNICIPAL EMPLOYEES GUILD (hereinafter referred to as the "Union"), 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

A. The Township recognizes the Union as the exclusive representative for the purpose of collective negotiations of all employees holding titles set forth in Schedule A.

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 work employees.





## 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, subject to Civil Service rules and regulations;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law, subject to Civil Service rules and regulations;

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 of the United States.

C. Nothing contained herein shall be construed to deny or restrict



ARTICLE 11 - CONTINUED

the Township of its rights, responsibilities and authority under R.S. 40  
and R.S. 11 or any other 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 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.

(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 involved 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.

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 at 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. The term "days" as used within this Article shall mean "working days" and not holidays, weekends, official days of mourning or regular days off.



ARTICLE IV

HOURS AND OVERTIME

A. The regular hours of work shall be consecutive except for interruption for lunch.

B. The work day shall commence at 8:30 A. M. and shall terminate at 4:30 P. M.

C. A lunch period of sixty (60) minutes shall be scheduled in the discretion of the Township Manager between the hours of noon and 2:00 P. M.

D. The work week shall consist of five (5) consecutive days in any calendar week, Monday through Friday.

E. Overtime in excess of eight (8) working hours per day, or hours worked on a holiday or regular scheduled day off, shall be paid at one and one half times the employee's regular rate of pay in fifteen (15) minute increments, or compensatory time off at the rate of time and one half, provided the overtime has been approved in writing by the Township Manager prior to being worked.

F. There shall be no maximum limitation upon the number of overtime hours that may be worked with the Township Manager's prior written approval.

G. All employees shall be granted four (4) hours early quitting time on New Year's Eve and Christmas Eve days.

H. Effective January 1, 1980 the Director of Public Works shall receive no paid compensation for overtime hours worked. Compensatory time off may be authorized at straight time rate, depending upon the pressure of work. Said compensatory time shall not be accrued or carried year to year.

ARTICLE V

HOLIDAYS

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

- |                          |  |
|--------------------------|--|
| 1. New Year's Day        | 8. Columbus' Birthday                  |
| 2. Lincoln's Birthday    | 9. General Election Day                |
| 3. Washington's Birthday | 10. Veterans Day                       |
| 4. Good Friday           | 11. Thanksgiving Day                   |
| 5. Memorial Day          | 12. The Day following Thanksgiving Day |
| 6. Independence Day      | 13. Christmas Day                      |
| 7. Labor 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 regularly scheduled day off, the employee shall receive a normal regular days pay at straight time rate.

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 Martin Luther King's birthdate shall be declared a Federal or State holiday after January 1, 1977, such holiday shall not be extended to employees represented by the Municipal Guild (Supervisory).

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 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.

C. If a holiday falls within an employees vacation, he shall be paid an additional days pay for the unworked holiday or shall be granted one (1) additional day vacation at his option.

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 may be utilized in the event of serious illness of a member of the employee's immediate family requiring the attendance of the employee.

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. Any employee shall be reimbursed for accrued sick leave earned subsequent to January 1, 1972 at the time of the termination of his employment in good standing at the rate of ten dollars (\$10.00) for each unused sick leave day. Termination in good standing shall not be deemed to be attained if the employee fails to provide the Township with at least fourteen (14) days advance written notice of his termination.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

ARTICLE VIII

HOSPITALIZATION AND INSURANCE

A. The Township shall provide a fully paid hospitalization insurance program to each employee and dependents which shall include Blue Cross, Blue Shield, Rider J and Major Medical Coverage.

B. The employer reserves the right to substitute carrier provided the same benefits are provided.

C. Effective January 1, 1977 each employee who retires shall be provided with the same hospitalization coverage under the same conditions as active employees until they reach their 65th birthday, at which time such coverage shall cease.

Article VII continued:

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business Representative of the Union and a representative of the Township.

2. In case of leave of absence due to exposure to contagious disease, 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.

F. Sick leave accrued prior to January 1, 1972, shall first be deducted from an employee's sick leave bank prior to any other accrued sick leave.



ARTICLE IX

LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised November 30, 1973.

SALARY GUIDE

A. Effective January 1, 1979, all employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Schedule A.

ARTICLE XI

LONGEVITY

A. Effective January 1, 1979, for each year of the contract, longevity payments based upon years of continuous uninterrupted service with the Township payable on December 1st shall be as follows:

After four (4) years of service	2% of base pay
After eight (8) years of service	4% of base pay
After twelve (12) years of service	6% of base pay
After sixteen (16) years of service	8% of base pay
After twenty (20) years of service	10% of base pay

B. Longevity payments for an individual covered by this contract shall not exceed \$2,000 in 1979 and \$2,100 per year thereafter.

## BEREAVEMENT LEAVE

### A. Death in Family

In the event of death in the immediate family of an employee, each full-time employee shall be granted a funeral leave of three (3) days; if the funeral is outside of the State and requires travel time, an additional two (2) days travel time may be allowed with the approval of the immediate supervisor. Immediate family of the employees under this section is defined as spouse, parents, children, brothers, sisters, grandparents and parents-in-law. Reasonable proof of death may be required in the discretion of the Township Manager.

ARTICLE XIII

PERSONAL DAYS

A. Each full-time employee shall be granted three (3) personal days leave upon the approval of his immediate supervisor. Forty-eight (48) hours notice must be given prior to personal days leave, which are not accumulative.

In emergencies that could not be reasonably foreseen under the 48 hour rule, an employee shall consult with his department head to determine whether the personal day can be granted.

ARTICLE XIV

NO-STRIKE PLEDGE

A. During the term of this Agreement, the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Township agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i. e., the concerted failure to report for duty, or willful absence of an 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 illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of Union recognition;
2. Withdrawal of dues deduction privileges (if previously granted)
3. Such activity shall be deemed grounds for termination of employment of such

employee or employees subject,  
however, to the application of the  
Civil Service law.

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 XV

POSITION CLASSIFICATION AND DESCRIPTION

A. The position classification and position description for employees as covered by this Agreement are attached hereto as Appendix C and by reference are made part of this Agreement. Any additions or modifications made to them by Civil Service and adopted by the Township shall automatically become part of this Agreement.



BULLETIN BOARD

A. Bulletin Boards shall be made available by the Township for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Township Manager or his representative may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this Article.

B. The Union shall have the right to hold union meetings during the last hour of the work day, provided however, that each department must leave adequate personnel in its office to handle public inquiries and phone calls during that hour. Not more than 6 such Guild meetings shall be held per year without the express approval of the Manager or his designee.

## ARTICLE XVII

### DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R. S.). 52:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such charged deduction.

C. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township or in reliance

upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

ARTICLE XVIII

NON-DISCRIMINATION

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

B. 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 XIX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

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

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

(Supervisory)

SCHEDULE A

<u>Title</u>	<u>1979</u>	<u>1980</u>
Director of Public Works		
Step 1	14,197.00	—
Step 2	14,872.00	
Step 3	15,548.00	
Step 4	16,225.00	
Step 5	16,901.00	20,000.00
Chief Assistant Assessor		
Step 1	17,396.00	18,483.00
Step 2	18,483.00	19,638.00
Step 3	19,570.00	20,793.00
Step 4	20,657.00	21,948.00
Step 5	21,946.00	23,405.00
Assessor	1.00	1.00
Assistant Tax Assessor		
Step 1	13,309.00	14,141.00
Step 2	13,763.00	14,623.00
Step 3	14,217.00	15,106.00
Step 4	14,670.00	15,587.00
Step 5	15,124.00	16,069.00
Building Inspector		
Step 1	16,295.00	17,313.00
Step 2	17,023.00	18,087.00
Step 3	17,749.00	18,858.00
Step 4	18,476.00	19,631.00
Step 5	19,203.00	<del>20,403.00</del> 21,403.00
Assistant Building Inspector		
Step 1	13,212.00	14,038.00
Step 2	13,662.00	14,516.00
Step 3	14,113.00	14,995.00
Step 4	14,563.00	15,473.00
Step 5	15,015.00	15,953.00
Tax Collector		
Step 1	17,684.00	18,789.00
Step 2	18,789.00	19,963.00
Step 3	19,894.00	21,137.00
Step 4	21,000.00	22,313.00
Step 5	22,106.00	23,488.00
Tax Search Officer	1.00	1.00
Assistant Tax Collector		
Step 1	12,374.00	13,147.00
Step 2	12,937.00	13,746.00
Step 3	13,499.00	14,343.00
Step 4	14,061.00	14,940.00
Step 5	14,626.00	15,540.00





## Schedule A Continued (Supervisory):

	<u>1979</u>	<u>1980</u>
Recreation Director		
Step 1	19,186.00	20,385.00
Step 2	19,953.00	21,200.00
Step 3	20,752.00	22,049.00
Step 4	21,582.00	22,931.00
Step 5	22,444.00	23,847.00
Municipal Court Clerk		
Step 1	9,695.00	10,301.00
Step 2	10,137.00	10,771.00
Step 3	10,546.00	11,205.00
Step 4	11,019.00	11,708.00
Step 5	11,466.00	12,183.00
Deputy Township Clerk		
Step 1	12,374.00	13,147.00
Step 2	12,937.00	13,746.00
Step 3	13,499.00	14,343.00
Step 4	14,061.00	14,940.00
Step 5	14,626.00	15,540.00
Director of Welfare		
Step 1	5,288.00	5,619.00
Step 2	5,553.00	5,900.00
Step 3	5,825.00	6,189.00
Step 4	6,083.00	6,463.00
Step 5	6,348.00	6,745.00
Chief Sanitary Inspector		
Step 1	17,041.00	18,106.00
Step 2	17,623.00	18,724.00
Step 3	18,203.00	19,341.00
Step 4	18,783.00	19,957.00
Step 5	19,365.00	20,575.00
Assistant Engineer		
Step 1	14,603.00	15,516.00
Step 2	15,299.00	16,255.00
Step 3	15,994.00	16,994.00
Step 4	16,691.00	17,734.00
Step 5	17,386.00	18,473.00
Assistant Planner		
Step 1	12,720.00	13,515.00
Step 2	13,229.00	14,056.00
Step 3	13,758.00	14,618.00
Step 4	14,308.00	15,202.00
Step 5	14,880.00	15,810.00
Senior Planner		
Step 1	13,231.00	14,060.00
Step 2	13,760.00	14,620.00
Step 3	14,310.00	15,204.00
Step 4	14,882.00	15,812.00
Step 5	15,477.00	16,444.00



ARTICLE XXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1979, and shall be in effect to and including December 31, 1980. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at West Milford, New Jersey, on this            day of August 1979.

WEST MILFORD MUNICIPAL  
EMPLOYEES GUILD

By: *Donald Thomas*  
*Guild - Pres*

Witness:

*Lillian H. Martin*  
*Secretary*

TOWNSHIP OF WEST MILFORD,  
PASSAIC COUNTY, NEW JERSEY

By: *William (Hal) Lubin* Mayor  
*Christy* MGR

Witness:

*Karen J. Beyers*  
*Township Clerk*

