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A G R E E M E N T

Between

Millville, City of

CITY OF MILLVILLE, NEW JERSEY

and

NEW JERSEY CIVIL SERVICE ASSOCIATION  
CUMBERLAND COUNCIL #18

X January 1, 1984 through December 31, 1986

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PREAMBLE

This Agreement entered into by the City of Millville, New Jersey, hereinafter referred to as the "Employer", and the Civil Service Association, Cumberland Council #18, hereinafter referred to as the "Council", has as its purpose the harmonious relations between the Employer and the Council, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

Recognition

The Employer recognizes the Council as the designated representative for the purpose of collective negotiations, according to law for all full time Millville City Employees, but excluding policemen, firemen, confidential employees, managerial executives, and supervisors within the meaning of the act. It is agreed that upon the creation of any new titles, which are appropriate to this unit of employees, these new titles shall be covered by this Agreement. Attached hereto is a listing of the job titles subject to the terms of the within Agreement.

ARTICLE II

Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Council.

B. Definition

A "grievance" is:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders applicable to the department which employs the grievant affecting the terms and conditions of employment.

C. Presentation of a Grievance

The employee shall have the right to present his own appeal, individually, or by counsel, or to designate a Council representative to appear with him. The Employer agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved person and the Council representative, if he is an employee of the Employer, throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step I.

a. An aggrieved employee shall institute action under the provisions hereof in writing, signed and delivered to the Supervisor within five (5) working days of the occurrence complained of, or within five (5) working days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute the abandonment of the grievance.

b. The Supervisor as above shall render a decision in writing within five (5) working days after receipt of the grievance.

Step II.

a. In the event satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the department head within five (5) working days following the determination at Step I.

b. The department head, or his designee, shall render his decision within five (5) working days after the receipt of the complaint.

Step III.

Should the employee disagree with the decision of the department head, or his designee, the employee may, within five (5) working days, submit to the Board of Commissioners a statement in writing and signed as to the issues in dispute. The Commissioners shall review the decision of the department head together with the disputed areas submitted by the employee. The employee and/or the Council representative or officer will have the right to appear before the Commissioners. The Commissioners will render their decision within ten (10) working days after receiving the grievance.

ARTICLE III

Bulletin Boards

Bulletin Board space will be made available by the employer at permanent work locations for use of the Council for

the purpose of posting Council announcements and other information of a non-controversial nature.

#### ARTICLE IV

##### Vacancies

All vacancies, including newly created positions, or those vacated due to promotions or resignations, are to be posted within seven (7) working days of their occurrence so that all employees are aware of the opening. A representative of the Council shall receive a copy of posted notices. Any employee who wishes the opportunity to apply for the open position should apply for said position within one week of the date of the announcement.

#### ARTICLE V

##### Personal Leave

1. Personal Leave - All full-time employees covered by this Agreement upon completion of a ninety (90) day work period will earn one-quarter ( $\frac{1}{4}$ ) day per month for the balance of the calendar year. As of January 1st the following year the above employee shall be entitled to three (3) personal days. The employees must notify his/her supervisor at least twenty-four (24) hours in advance except in an extreme emergency.

2. Personal Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of any calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for days already used in the calendar year of separation.

3. Priority in granting such request shall be:

- (a) Emergencies
- (b) Observation of religious or other days of celebration, but not public holidays
- (c) Personal business
- (d) Other personal affairs

4. Personal Leave may be taken in conjunction with other types of paid leaves.

5. All employees shall receive three (3) personal days off each year in the event of a death in the employee's immediate family. Immediate family is defined as: Spouse, son, step-son, daughter, step-daughter, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, and step-sister. In the event of the death of an employee's grandparent, brother-in-law or sister-in-law, one (1) personal day shall be given. Personal



days shall be non-cumulative and shall be in addition to other days off under this Article.

#### ARTICLE VI

##### Ruling #11

All rights, privileges, prerogatives, duties and obligations of the parties contained in New Jersey State Constitution, Title II, Civil Service, of the Revised Statutes of New Jersey, in its present or amended form, concerning any matter whatever not specifically covered in this Agreement shall be binding upon both.

#### ARTICLE VII

##### College Credits

A total of nine (9) college credits each year shall be paid for by the Employer, provided the credits are job related.

The courses leading to said credits must be taken other than working hours and only after one (1) full year of employment with the Employer. The course must be passed by the employee in order for the Employer to make reimbursement.

The Employee will complete the appropriate section of the college credit request form attached in duplicate, and submit to his/her department head and retain one (1) copy.

The department head shall take action on the written request within ten (10) days from receipt thereof.

ARTICLE VIII

Insurance

1. Employer will provide at no cost to the Employee in this unit a medical and hospitalization plan. The plan shall be New Jersey Blue Cross and Blue Shield Pace Coverage with Rider J (\$400.00) Coverage for the Employee and his/her eligible dependants.

2. The Employer will provide a prescription drug benefit program for all employees covered in this unit and their eligible dependants at the rate of 100% of the cost of this prescription drug program.

Each prescription required by competent medical authority for Federal legend drugs shall be subject to a deductible provision which shall not exceed \$1.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the program. Each employee shall be provided with an authorization and identification card.

3. The Employer shall provide dental insurance under the Pacific Mutual Insurance Company Dental Insurance Program for all members of the bargaining unit and their dependents, subject to the terms and conditions of Pacific Mutual Insurance Company group policy No. GK-19170.

The Pacific Mutual Insurance Company Dental Program will be supplemented by adding thereto, at the expense of the

Employer, an Addendum to provide coverage for orthodontial care for employees and their eligible dependants.

Employer shall continue a retired employee's hospitalization coverage as subscribed to at the time of the retirement, at the expense of the Employer, for a period of five (5) years from the effective date of retirement.

#### ARTICLE IX

##### Hours of work - Rest Period

1. The normal work week for full-time employees shall consist of thirty-five (35) hours per week for office personnel and all other personnel forty (40) hours per week.

2. Each department head shall so schedule the work shift as to provide a fifteen (15) minute rest period during the first half of each shift and a fifteen (15) minute rest period during the second half of each shift. The department head shall schedule said rest periods in a manner least likely to interfere with the work of the department.

#### ARTICLE X

##### Overtime

1. Time and one-half will be paid or compensatory time allowed at time and one-half for all employees represented by the Council for hours worked over forty (40) hours per week; however, also included in the computation of hours worked shall

be hours which the employee has off by reason of his properly taking a personal day, a sick day, a holiday, or a vacation day as same are permitted by this Agreement.

2. Shift workers, as enumerated in Article XXIII, shall receive overtime compensation for hours worked in excess of their scheduled eight (8) hour shift.

3. Any full-time employee temporarily assigned to the higher classification of foreman shall receive four (4) hours overtime pay each day after the completion of the tenth consecutive working day.

#### ARTICLE XI

##### Compensation for Holiday Coverage

Should any employee have to work a holiday, whether it be due to an emergency or his regularly scheduled shift, the employee shall receive an additional day's pay or as in the case of office personnel, an additional day off.

#### ARTICLE XII

##### Salary Job Guide

1. All employees covered by this Agreement and who have been employed up to and including December 31, 1974, shall reach their maximum salary level for their respective job titles within three (3) years of their starting date with the City of Millville. Any employee who was employed by the City of

Millville prior to and including December 31, 1974 and receives a promotion or re-classification, so as to assume additional responsibilities or duties, or in recognition of the performance of duties beyond those required by his/her old title from one class or title to another having a higher salary range at any time in the future of their employment with the City of Millville shall reach their maximum salary level for their new class or title within three (3) years of such advancement as noted above.

2. All employees who were employed on or after January 1, 1975 shall reach their maximum salary level for their job title within six (6) years of their starting with the City of Millville except in job promotions or re-classifications in which case the maximum salary level shall be reached within six (6) years of such advancement, until January 1, 1986. After January 1, 1986, such employees shall reach said maximums in five (5) years.

#### ARTICLE XIII

##### Payroll Deduction of Association Dues

1. The Employer agrees to deduct from the salaries of employees dues for the Council when authorized in writing to do so by each employee. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the Employer.

2. An authorization for deduction of Council membership dues shall be terminated automatically when an employer is removed from the payroll of the Employer. Where an employee takes a leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the Employer to collect funds from his salary during such absence. Upon his return to employment at the termination of his leave, the Employer shall continue to deduct dues from his salary in accordance with the payroll deduction program agreed upon by the parties.

3. The amount of monthly Council membership dues will be certified to the Employer by the Treasurer of the Council in writing, and the amount so certified will be uniform for all members of the Council.

4. Any written designation to terminate the deduction of Council dues must be received in writing by the Employer and filing of notices of withdrawal shall be effective to halt deductions as of January 1 next succeeding the date on which the notice of withdrawal is filed.

5. It is agreed by the Employer, pursuant to the Employer-Employee Relations Act - Agency Shop Act, to deduct from the payroll salary of each employee not a member of the employee organization which is the majority representative (Council #18) the maximum deduction (85% of the regular membership dues, fees and assessments) authorized by said legislation as dues and remit same to Council; provided that no such deduction shall be made from the salaries of those

employees furnishing proof to the Employer that they have paid such fee directly to the Council.

ARTICLE XIV

Voting

The Employer agrees to permit any voting for the purpose of ratification of this Agreement, and any successor Agreement hereto, during working hours at such times as may least interfere with normal work operations.

ARTICLE XV

Sick Leave

1. Effective January 1, 1984, upon retirement from service to the City of Millville (Employer), the employee shall receive sixty per cent (60%) of his accumulated sick time, said payment not to exceed \$7,000.00.

2. In the event of an employee's death, the benefits provided in this Article shall be payable to a previously designated beneficiary, provided the employee has a minimum of five (5) years of service to the City of Millville.

3. Accumulated sick leave as aforesaid shall be computed at the rate in effect at the time of the retirement of the employee. "Retirement" shall be defined pursuant to the laws of the New Jersey governing the Public Employee's Retirement System of New Jersey and shall include service or

veteran retirement, disability retirement or early retirement but shall not include deferred retirement. All benefits payable by this Article shall be paid within thirty (30) days from the date of retirement/death.

ARTICLE XVI

Longevity

Longevity pay will be given to all employees in the unit as indicated below:

<u>1984-1985</u>	<u>1986</u>
5 years - 2%	5 years - 2%
10 years - 3%	10 years - 3%
15 years - 4%	15 years - 4.5%
20 years - 5%	20 years - 5%
25 years - 6%	25 years - 6%

ARTICLE XVII

Vacation

The following vacation schedule for all employees in this unit will commence January 1, 1984.

Annual vacation leave with pay shall be earned at the rate of one working day of vacation for each month of service during the remainder of each calendar year following the date of employment:

Beginning Year                      1 to completion of year                      6 = 12 days



Beginning Year	7 to completion of year	13 = 15 days
Beginning Year	14 to completion of year	19 = 20 days
Beginning Year	20 to completion of year	24 = 25 days
Beginning Year	25 to retirement	= 30 days

ARTICLE XVIII

Holidays

1. All paid holidays will be awarded to employees in this unit including:

- |                                 |                     |
|---------------------------------|---------------------|
| New Year's Day                  | Labor Day           |
| Lincoln's Birthday              | Columbus Day        |
| Washington's Birthday           | Veterans Day        |
| Good Friday                     | Thanksgiving Day    |
| Martin Luther King (1985, 1986) | Christmas Day       |
| Memorial Day                    | Employee's Birthday |
| Independence Day                | Election Day        |

2. The Friday after Thanksgiving will be known as a "day off" for all employees in the unit. Any employee in the unit who has to work during the day off will be awarded another day off agreeable to the employee and his supervisor in lieu of the Friday in question during the same year earned.

If an employee's birthday falls on a Saturday, Sunday, holiday or other period of absence, the employee will be awarded another day off agreeable to the employee and his supervisor.

ARTICLE XIX

Council Representative

Any employee in this unit who is a duly authorized representative of Council #18 shall be granted a leave of

absence with pay for an aggregate period not exceeding five (5) days in any calendar year for the purpose of traveling to and from and attending a state convention or meeting of the New Jersey Civil Service Association. The number of such employees will not exceed five (5). The Employer shall be supplied with names of such delegates by Council at a reasonable time before such convention or meeting.

#### ARTICLE XX

##### Uniform Maintenance

Each Police Dispatcher and Police Matron shall receive a uniform maintenance allowance of \$125.00 per year payable in equal weekly installments.

#### ARTICLE XXI

##### Worker's Compensation

In the event an employee is incapacitated and unable to work as a result of any compensable occupational injury or disease occurring after January 1, 1984 as evidence by competent written medical opinion, said employee shall be granted a leave of absence with full pay for a period of thirty (30) days, or so much thereof as may be required, but not longer than the period of which Worker's Compensation payments are allowed. This leave of absence is in addition to any other annual or accumulated sick leave.

of absence is in addition to any other annual or accumulated sick leave.

ARTICLE XXII

Promotion Pay Raise

An employee who receives a certification of permanent civil service promotion shall receive a minimum annual pay raise of \$300.00, provided there had not been a pay raise of at least \$300.00 upon provisional appointment.

ARTICLE XXIII

Shift Workers

All shift worker's (titles named below) pay shall reflect a shift differential on the 4:00 to 12:00 shift (second shift) and on the 12:00 to 8:00 shift (third shift) as set forth below. If an employee works Sunday, he will be paid time and one-half.

A shift differential of:

(a) 2nd shift - 18¢/hr.;

(b) 3rd shift - 24¢/hr.

shall be paid to the below-named titled:

1. Senior Sewage Plant Operator
2. Sewage Plant Operator
3. Pumping Station Operator

If the Employer creates any new job titles or uses existing job titles which may necessitate shift workers for job description completeness, the Employer will consult with Council at least thirty (30) days prior to initiation of such position in order to discuss shift differential payments.

#### ARTICLE XXIV

##### Salary

1. Effective January 1, 1984, each employee will receive a wage increase equal to 5% of his base wage.
2. Effective January 1, 1985, each employee will receive a wage increase equal to 5% of his base wage.
3. Effective January 1, 1986, each employee will receive a wage increase equal to 5.5% of his base wage.

#### ARTICLE XXV

##### Retention of Existing Benefits

1. Except as otherwise provided herein, all rights, privileges, and benefits which the employees have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement.
2. Upon request, Employer will supply a copy of this Agreement to each employee covered by this Agreement.

ARTICLE XXVI

Saving Clause

In the event that any Federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article of this Agreement, all other Articles not so invalidated shall remain in full force and effect.

ARTICLE XXVII

Equal Treatment; Reprisals

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, council membership or council activities.

No reprisals of any kind shall be taken by Employer or any agent of Employer against any party in interest representative, or member of Council #18, or participant in the grievance procedure by reason of said participation.

ARTICLE XXVIII

Duration

This Agreement shall be effective as of the first day of January 1, 1984 and shall remain in full force and effect until the 31st day of December, 1986.

This Agreement shall remain in full force and effective during any future period of negotiations.

It is agreed by both parties that collective negotiation for a new Agreement shall start no later than October 1, 1986.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this                      day of March, 1984.

CITY OF MILLVILLE

THE NEW JERSEY CIVIL SERVICE  
ASSOCIATION - CUMBERLAND COUNCIL  
#18

\_\_\_\_\_  
Chester M. Goodwin, III,  
Mayor

\_\_\_\_\_  
Lewis N. Thompson, Clerk

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRIEVANCE PROCEDURE FORM

This form will be used for presenting a grievance in accordance with the Department Procedures. Items must be completed in ink or typed.

\_\_\_\_\_  
Institution, agency, or other component of Department \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Date of Incident \_\_\_\_\_ My grievance is: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To correct my grievance, the following should be done: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) I will represent myself  
Check One: ( ) My employee representative will be

Name: \_\_\_\_\_ Title \_\_\_\_\_

Organization (if any) \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

STEP 1

SUPERVISOR

Action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Has grievance been satisfactorily resolved? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Immediate  
Supervisor

STEP 2

Action taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Has grievance been satisfactorily resolved? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Department Head



STEP 3

This Section to be Completed by Employee

Check One: ( ) I will not have non-employee representation  
( ) My non-employee representative(s) will be:

Name(s): \_\_\_\_\_

Organization: \_\_\_\_\_

Action Taken: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Has grievance been satisfactorily resolved? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Commissioner

COLLEGE CREDIT REQUEST FORM

Name \_\_\_\_\_ Date: \_\_\_\_\_

Department \_\_\_\_\_

School \_\_\_\_\_

Course Title \_\_\_\_\_

Credits \_\_\_\_\_

Price Per Credit \_\_\_\_\_ Total \_\_\_\_\_

.....

For Department Head:

Granted \_\_\_\_\_

Denied \_\_\_\_\_

Reason for Denial: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_