

Contract no. 226

02-28

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

New Milford Borough of  
BOROUGH OF NEW MILFORD

AND

THE NEW MILFORD PUBLIC WORKS EMPLOYEES BENEVOLENT ASSOCIATION

~~1985~~ <sup>1988</sup> - <sup>1990</sup> ~~1988~~

Prepared by:

Paul J. Giblin  
170 Main Street  
Hackensack, NJ 07601  
August 1988.

X January 1, 1988 - December 31, 1990

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## AGREEMENT

THIS AGREEMENT, made this            day of            , 1988, by and between the BOROUGH OF NEW MILFORD, a body politic and corporate of the State of New Jersey, hereinafter referred to as "Employer", and THE NEW MILFORD PUBLIC WORKS EMPLOYEES BENEVOLENT ASSOCIATION, hereinafter referred to as the "Union" or "Association".

WHEREAS, the Employer and the Union, recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties,

NOW, THEREFORE, it is agreed as follows:

### I. EMPLOYEES' BASIC RIGHTS

Pursuant to chapter 303, Public Laws, 1968, the Employer hereby agrees that every eligible employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee covered by this agreement in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any such employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates, collective negotiations with the Employer or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

## II. ASSOCIATION RECOGNITION

(1) The Employer recognizes the Union as the exclusive representative, as certified on July 9, 1976, by the New Jersey Public Employment Relations Commission for the purpose of collective negotiation with respect to all negotiable items of employment of all Department of Public Works employees employed by the Borough of New Milford excluding those classes as set forth on the certification notice.

(2) No employee shall be compelled to join the Union but shall have the option to voluntarily join said Union.

(3) The term "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

## III. EXCLUSIVITY OF UNION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Union with regard to the categories of personnel covered by the said Memorandum of Agreement during the term of this Agreement.

## IV. EXISTING LAW

The provisions of this Agreement will be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

## V. UNION REPRESENTATIVES

(1) The Employer recognizes the right of the Union to designate one (1) representative for the enforcement of this Agreement. The Union shall furnish the Employer in writing the name of the representative and notify the Employer in writing of any change.

(2) The Authority of the representative so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

(3) When requested by management, the designated Union representative should be granted time with pay during working hours to seek to settle grievances and to attend all meetings and conferences on Contract negotiations with Borough officials.

#### VI. MAINTENANCE OF WORK OPERATIONS

(1) The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity.

(2) It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, subject to applicable provisions of state statute or other applicable provisions of this Agreement.

#### VII. PRESERVATION OF RIGHTS

(1) The Borough of New Milford hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the 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:

(a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

(b) 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;

(c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

(2) Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under R.S. 11:40 and 40A, N.J.S.A. 34:3A-1, or any other national, state, county or other applicable laws.

(3) Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the union representative before they are established.

(4) Unless contrary intent is expressed in this Memorandum of Agreement, all existing benefits, rights duties, obligations and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

#### VIII. DATA FOR FUTURE BARGAINING

(1) The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively, providing same is not of a confidential nature.

(2) The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of similar nature.

#### IX. SALARIES

(1) The base annual salaries shall be set forth in Appendix "A".

(2) Any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

X. WORK DAY, WORK WEEK AND OVERTIME

(1) The work day shall commence at 8:00 a.m. and shall continue until 12:00 noon during which period a 10 minute coffee break will be provided.

(2) Lunch shall be taken from 12:00 noon to 12:30 p.m. and shall not be considered as work performed.

(3) Work shall again commence at 12:30 p.m. and shall continue until 4:30 p.m. during which period a 10 minute coffee break will be provided.

(4) Work in excess of an 8 hour day or 40 hour week shall be overtime and shall be paid at the time and one-half rate.

(5) That reasonable notice be required whenever overtime work is necessary. The Employee shall be informed as soon as possible; when planned or known in the morning, the Employee shall be informed prior to lunch hour; thereafter, when overtime work is unexpectedly required, notice, notice shall immediately be given to the designated employee. In the event a designated employee is unable, for any reason, to work overtime, he shall be given the opportunity to secure a qualified replacement for such overtime work, provided, that the securing of such replacement does not interfere with the orderly conduct of such overtime work.

XI. HOURLY RATE

To compute the base hourly rate of an employee, his annual base salary shall be divided by 2,080 hours.

XII. STAND BY TIME

Standby time shall be defined as being available for any emergency which may arise over and beyond the employee's normal 8 hour daily work schedule.

A list of those employees to be assigned to standby duty for each weekend of the year shall be posted within five (5) days from the date hereon and thereafter not later than ten (10) days prior to January 1st of each year until a new agreement has been negotiated. The Borough may change such assignments when reasonably necessary due to employee termination, hirings, promotions, illnesses or other incapacity.

In the event a designated employee is unable, for any reason, to be on stand-by, he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate superior within a reasonable time prior to the commencement of such stand-by duty.

Each employee designated for stand-by duty shall be compensated for purely stand-by (i.e. on-call) time in the sum of \$45 for a one-week period.

Whenever an employee is called for stand-by between the hours of 11:00 p.m. and 6:00 a.m. said employee will be guaranteed a minimum of two hours overtime.

#### XIII. RECALL

(1) Any employee who is called back to work after having completed his regularly scheduled shift shall be guaranteed no less than one hour of work. Employees shall be guaranteed no less than two hours of overtime when recalled after 11:00 PM and prior to 6:00 AM.

(2) The parties agree that when an employee is injured while traveling in response to or as a result of a recall and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement.

#### XIV. LONGEVITY

In addition to all wages and all payments, each Employee shall be entitled to longevity payment as set forth in Appendix "D".

#### XV. UNIFORMS

The present practice with regard to uniforms shall be continued.

#### XVI. VACATIONS

(1) The existing vacation program and allowances shall be maintained during the term of this agreement unless any other employee group negotiates or obtains an improved program in which event any such improvement will automatically be incorporated into this agreement without any further action by the parties.



(2) When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only, or, by mutual agreement of the employee, may be compensated by money payment thereof.

(3) If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against available sick leave at his option upon proof of hospitalization and a physician's certificate.

(4) If an official holiday occurs during an employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

(5) Vacations shall be selected on a rotating seniority basis which shall be established by the Borough subject to present practices.

(6) The schedule of vacations are in accordance with Appendix "C".

#### XVII. HOLIDAYS

(1) Effective January 1, 1985, all employees will be entitled to and will receive twelve (12) holidays per year which, if worked, entitle the employee to time and one half for each such holiday.

(2) The holidays noted herein shall be as set forth in Appendix "B".

(3) In addition to the regular paid holidays heretofore set forth, the employees covered under this Agreement shall be entitled to such other holidays as may be declared from time to time by the Borough's governing body for any other Borough employees, to be taken at a time mutually convenient to the parties.

XVIII. SICK LEAVE

(A) An employee shall be eligible to receive fifteen (15) working days with benefits when he is unable to work due to a verifiable sickness, injury or illness. The employee shall be required to report any sickness, injury or illness as soon as practicable to his commanding officer. An Employee may reasonably be required to present proof of any sickness, injury or illness upon request of the Borough. An employee may be required to reasonably undergo any medical examination or tests required by the Borough. Relative to the above sick leave, all expenses for required examinations are to be borne by the employer.

(B) The employer shall compensate any employee who utilizes less than four (4) sick days from December 1, through November of the immediately succeeding year, a bonus of One Hundred (\$100.00) Dollars to be paid in the first pay period of December of that year.

Effective January 1, 1986, the employer shall compensate each employee for unused sick leave as follows:

0 sick days used	= \$300.00
1 sick day used	= \$250.00
2 sick days used	= \$200.00
3 sick days used	= \$150.00
4 sick days used	= \$100.00

calculated from December 1, through November of the immediately succeeding year to be paid in the first pay period of each December.

(C) If it appears to the Borough that an employee who is out pursuant to this section will probably not be able to return to work due to such sickness, injury or illness the Borough may reasonably require that the appropriate pension papers be submitted to the Pension Board on or after an absence of one (1) year due to sickness, injury or illness.

(D) An abuse of the within sick leave policy shall cause the employee to be subject to disciplinary action including suspension and/or dismissal.

(E) Accumulation of sick days shall continue pursuant to past practice except that there shall be no limitation on the number of days so accumulated.

(F) The Mayor and Council will grant special consideration to any full time employee of the New Milford Department of Public Works for any long term illness not exceeding fifty-two (52) weeks, provided that said employee has first depleted his accumulated sick days, personal days, holidays and vacation days. The employee shall be covered under all provisions of this Agreement for this period of time, to the same extent as if he were on full time active duty.

XIX. WORK INCURRED INJURY

(1) Where an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits occurring under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

(2) The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the mayor and council, may reasonably require the said employee to present such certificates from time to time.

(3) In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier; then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers Compensation establishing such further period of disability and such findings by the Division of Workers Compensation or, by the final decision of the last reviewing court shall be binding upon the parties.

(4) For the purpose of this Article, injury or illness incurred while the employee is attending a Borough-sanctioned training program, shall be considered in the line of duty.

(5) In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

(6) An injury on duty requiring time off for treatment, recuperation or rehabilitation, shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

XX. BEREAVEMENT LEAVE

(1) All permanent full time employees covered by this agreement shall be entitled to five (5) days leave with pay from date of death of a member of his immediate family.

(2) Immediate family shall include spouse, children, parents, brothers, sisters and grandparents of employee or spouse.

(3) Such funeral leave shall not be charged against the employee's vacation or sick leave.

(4) Any extension of absence under this article, however, may at the employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

(5) In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Supervisor.

#### XXI. LEAVE OF ABSENCE

(1) All permanent full time employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

(2) The employee shall submit in writing all facts bearing on the request to his Supervisor who shall append his recommendations and forward the request to the Borough Council. The Borough Council shall consider each case on its merits and without establishing a precedent. The Borough will not unreasonably deny an employee's request for a leave of absence.

(3) This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave if leave without pay is requested for reasons other than illness.

(4) At the expiration of such leave, the employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

(5) Seniority shall be retained and shall accumulate during all leaves.

#### XXII. MEDICAL COVERAGE

(1) The Borough will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical insurance for employees covered by this agreement and their families, of the same type

and in the same amounts of coverage as presently exists.

XXIII. DENTAL AND VISION CARE COVERAGE

(a) The Borough will provide and pay for a family dental plan. Coverage will be provided by the Unity Dental Service Plan 1219 Main Avenue, Clifton, New Jersey 07011. This plan is retroactive to January 1, 1988. This plan is provided with the exception that the Borough shall not expend more than \$425.00 per employee annually for premiums.

(b) The Borough will provide and pay for a family vision care plan. Coverage will be provided by the Eye Doctor, Route 17, Paramus, New Jersey 07652. This plan is retroactive to January 1, 1988. This plan is provided with the exception that the Borough shall not expend more than \$            per employee annually for premiums.

(c) The Borough will provide and pay for a family prescription plan. Coverage will be provided by the            . This plan is retroactive January 1, 1988. This plan is provided with the exception that the Borough shall not expend more than \$            per employee annually for premiums.

XXIV. BULLETIN BOARD

(1) The Borough will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

(2) The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

(3) No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to operations may be rejected for posting by the Supervisor. However, approval for posting shall not be unreasonably withheld.

XXV. PERSONNEL FILES

(1) A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Borough Administrator or other suitable place.

(2) Any employee may by appointment review his personnel file. This appointment for review must be made through the Borough Administrator.

(3) Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

(4) All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

#### XXVI. MILITARY LEAVE

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

#### XXVI. PENSION

(1) The employees in the Public Works Department will be covered by the applicable New Jersey State Pension System for the State of New Jersey, as required by law.

#### XXVII. GRIEVANCE PROCEDURE

(1) To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purposes of this Agreement, the term "grievance" means any complaint or any difference or dispute between the Borough and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

(2) The procedure for settlement of grievance shall be as follows:

##### (A) Step One

In the event that any employee covered by this agreement has a grievance, within four (4) working days of the occurrence of the event being grieved the employee shall discuss it informally with his Supervisor. The Supervisor shall decide the grievance within four (4) working days after the grievance is first presented to him.

(B) Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within four (4) working days, the grievance shall be presented in writing to the Council Liaison, with a copy going to the Borough Administrator. The Council Liaison shall render a decision within five (5) working days after the grievance was presented to him.

(C) Step Three

If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within fifteen (15) working days after the grievance was first presented to them.

(D) Arbitration

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) working days the grievance shall be referred to PERC for the selection of an arbitrator, to decide the issue or issues. The decision of the Arbitrator shall be final and binding upon the parties.

(2) The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

XXIX. DISCIPLINE

(1) An employee may be appropriately disciplined for violation of rules and regulations and may be discharged for good and just cause, all subject to and pursuant to applicable State law.

(2) All decisions concerning any form of discipline or the extent thereof may be appealed to the Commissioner of the Department of Public Works and then to the Mayor and Council. If no satisfactory decision is made within thirty (30) days of the filing of the appeal, then the employee may appeal his case by filing a Notice of Arbitration with PERC. In any event, an appeal may be taken within 30 days of an unfavorable decision by filing a Notice of Arbitration with PERC. The appointed arbitrator shall have the power to review the facts and law and to make such findings, including modifications of penalty as he shall deem proper. The award of the arbitrator shall be final and binding upon the parties.

XXX. SAVINGS CLAUSE

(1) It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

(2) If any such provisions are so invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

XXXI. MISCELLANEOUS

(1) The Borough shall provide at its own expense adequate summer and winter work clothing to the members of the Association.

(2) In the event any employee of this Borough who is a member of this Association is also a member of any municipal voluntary organization (e.g. Ambulance Corp., Fire Department, etc.), and is unable to report to work at this scheduled time (or is unable to report at all) because of his duties as such a volunteer, he shall notify his superior as soon as he is reasonable able to do so. No such member shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he had reported to work and, in fact, did work his scheduled shift. It is understood that such volunteer shall report to work as soon as his volunteer duty has been completed unless he is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof. No employee shall leave the job for volunteer duty without the prior consent of the Department Head or his authorized representative. Such decision shall not be grievable. No employee shall be penalized with respect to his volunteer status as a result of such Borough decisions.

(3) The Borough also agrees to provide to each member of the bargaining unit one (1) pair of safety shoes per year. The Borough agrees to provide rubber gloves (in sufficient quantities as may be needed) to the sewer crew.

(4) The Borough shall supply a beeper for communication purposes for the stand-by crew.

(5) Each employee shall be entitled to three (3) personal days off per year with pay.



(6) The Borough will provide a minimum of two hours in the event an employer is called out after the completion of his regular shift.

(7) The Borough agrees to pay employees assigned by the Borough to stand by assignment \$55.00 per week.

(8) Effective January 1, 1988, terminal leave for retiring employees covered under this contract shall be calculated as follows:

A. Fifty percent (50%) of accumulated sick days for entire period of service with the total not to exceed 183 working days, and

B. All accumulated and unused holidays to date of retirement, and

C. All unused vacation and personal days to date of retirement, and

D. For employees, who, during the term of this contract attain 20 or more years of service with the Borough of New Milford, these employees only will receive an additional twenty (20) working days towards terminal leave.

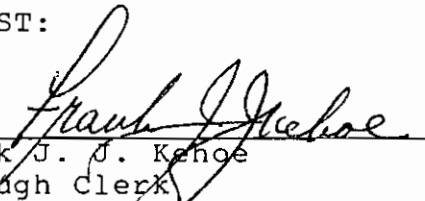
These negotiations shall begin no later than ninety (90) days from the end of the term of this agreement or not later than September 31, 1990.

XXXII. TERM OF CONTRACT

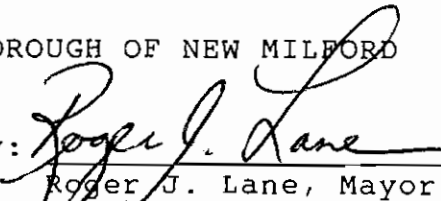
This contract shall take effect upon execution thereof as of January 1, 1988 and shall terminate on December 31, 1990.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

ATTEST:

  
\_\_\_\_\_  
Frank J. J. Kehoe  
Borough Clerk

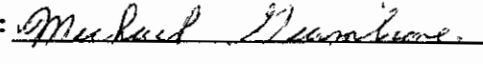
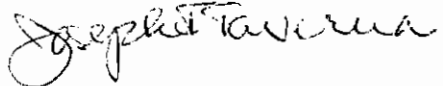
BOROUGH OF NEW MILFORD

By:   
\_\_\_\_\_  
Roger J. Lane, Mayor

DEPARTMENT OF PUBLIC WORKS

WITNESS:

  
\_\_\_\_\_

BY:   


APPENDIX "A"

SALARIES

	<u>1988(5%)</u>	<u>1989(5%)</u>	<u>1990(6%)</u>
Assistant Superintendent of Public Works	30,501.31	32,026.38	33,947.96
<del>Public Works Mechanic</del>	<del>28,467.96</del>	<del>29,891.36</del>	<del>31,684.84</del>
1st Year Man	17,060.02	17,913.02	18,987.80
2nd Year Man	22,121.62	23,227.70	24,621.36
3rd Year Man	24,052.59	25,255.22	26,740.53
4th Year Man	25,507.88	26,783.27	28,390.27
5th Year Man	26,924.13	28,270.34	29,966.56
McKenna	<del>29,496.72</del>	<del>30,971.56</del>	<del>32,829.85</del>

APPENDIX "B"

HOLIDAYS

NEW YEAR'S DAY	LABOR DAY
LINCOLN'S BIRTHDAY	COLUMBUS DAY
WASHINGTON'S BIRTHDAY	ELECTION DAY
GOOD FRIDAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS
MARTIN LUTHER KING DAY	

APPENDIX "C"

VACATIONS

The New Milford Public works Employees Benevolent Association shall receive vacation on the following basis:

Less than one year of service as of June 1st of any contract year: one day for each month of employment not to exceed ten (10) days.

A. More than one year of service as of June 1st of any contract year: 10 days.

B. More than five years of service as of June 1st as of any contract year: 15 days.

C. More than ten years of service as of June 1st of any contract year: 20 days.

D. More than fifteen years of service as of June 1st of any contract year: 25 days.

APPENDIX "D"

LONGEVITY

Effective January 1, 1988, each employee of the Department of Public Works of the Borough of New Milford shall be entitled to longevity pay at the rate of three percent (3%) for each full and uninterrupted for (4) years of service; four percent (4%) after eight (8) years; five percent (5%) after twelve (12) years; six percent (6%) after sixteen (16) years; seven percent (7%) after twenty (20) years; eight percent (8%) after twenty-four (24) years or more years of uninterrupted service. Form of payment of longevity will be pursuant to past practice.