

**AGREEMENT**

**Between**

**TOWNSHIP OF MILLBURN**

**ESSEX COUNTY, NEW JERSEY**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 74**

---

**January 1, 2004 through December 31, 2007**

---

**Ruderman & Glickman, P.C.  
675 Morris Avenue, Suite 100  
Springfield, NJ 07081  
(973) 467-5111**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble.....	1
I	Recognition.....	2
II	Salaries and Pay Schedule.....	3
III	Hours and Overtime.....	5
IV	Work Clothes.....	8
V	Holidays.....	10
VI	Health Benefits.....	12
VII	Longevity.....	14
VIII	Grievance Procedure.....	16
IX	Management Rights.....	19
X	Employee Rights.....	20
XI	Vacations.....	21
XII	Bereavement Leave.....	12
XIII	Terminal Leave Payment for Accrued Sick Leave.....	23
XIV	Maternity/Childbirth Leave.....	24
XV	Judicial Leaves.....	25
XVI	Military Leave.....	26
XVII	Leaves of Absence.....	27
XVIII	Probationary Employees.....	28
XIX	Vacancies.....	29
XX	Seniority.....	30
XXI	Special Training.....	31
XXII	Joint Safety Committee.....	32
XXIII	Joint Labor/Management Committee.....	33
XXIV	Job Description Committee.....	34
XXV	Non-Discrimination.....	35
XXVI	Union Rights.....	36
XXVII	Agency Shop.....	37

**TABLE OF CONTENTS** (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
XXVIII	Separability and Savings.....	38
XXIX	Miscellaneous.....	39
XXX	Fully Bargained Provisions.....	40
XXXI	Sick Leave.....	41
XXXII	Duration.....	42



**PREAMBLE**

This AGREEMENT made by and between the TOWNSHIP COMMITTEE, TOWNSHIP OF MILLBURN, ESSEX COUNTY, NEW JERSEY, (hereinafter known as the Township), and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 74, AFL-CIO, (hereinafter known as the Union), is designed to maintain and promote a harmonious relationship between and the Township and the Union. In that regard, the parties agree to be bound by the provisions of the Articles that follow.

**ARTICLE I**  
**RECOGNITION**

I. The Township hereby recognizes the Union, representing the blue collar workers of the Township, as the exclusive bargaining agent for collective negotiations for all Township employees with the following titles, but excluding all other titles:

Senior Mechanic  
Mechanic's Helper  
Laborer  
Truck Driver  
Equipment Operator  
Sanitation Laborer  
Sanitation Truck Driver  
Senior Tree Climber  
Recreation Maintenance Worker  
Pumping Station Operator  
Grounds Keeper  
Tree Trimmer  
Senior Recreation Maintenance Worker  
Senior Greens Keeper  
Greens Keeper  
Building Maintenance Worker  
Senior Public Works Repairman  
Public Works Repairman  
Equipment Operator/Maintenance Repairer  
Parking Meter Collector & Repairer/Senior  
Traffic Maintenance Worker

## ARTICLE II

### SALARIES AND PAY SCHEDULE

A. Effective January 1, 2004 through December 31, 2007 any employee hired will be compensated at the new rate of pay on Attachments 1-11.

B. The Township shall provide a pay schedule under which new permanent, full-time employees shall reach maximum pay after no more than three and one-half (3 ½) continuous years of service to the Township. This period may be extended for no more than six (6) months in the event that unsatisfactory performance ratings of the employee are determined as set forth hereafter. Employees shall progress from step to step on the pay schedule according to the time limits of the pay schedule, and according to their length of service, subject to the employee receiving a satisfactory work performance rating. Any employee whose work performance is deemed by the Supervisor to be unsatisfactory will be so informed, and the schedule pay increment shall be withheld for three (3) months, at which time the employee shall receive another performance rating. If the second performance rating is satisfactory, the employee shall be paid the salary increment from the date, and the employee shall progress on the pay schedule from the newly established anniversary date. If an employee receives two (2) consecutive unsatisfactory performance ratings, he will be subject to dismissal. Notwithstanding the foregoing, no employee may be dismissed, reduced, or otherwise penalized except in accordance with Department of Personnel Statutes, rules and procedures. This provision applies to all employees, regardless of their position on the pay schedule.

C. Any member having been certified in confined space or First Aid and CPR will receive a \$250.00 stipend.

D. Effective January 1, 2005 all first responders shall receive a \$150.00 stipend. Effective January 1, 2006 the stipend will be increased to \$300.00.

### **ARTICLE III**

#### **HOURS AND OVERTIME**

A. The workweek for all employees covered by this Agreement shall consist of forty (40) hours per week. Overtime at one and one-half (1 ½) times the regular hourly rate shall be paid for hours worked in excess of the number of hours in the regularly scheduled work day, except that in the Sanitation Division the incentive system shall be maintained and premium overtime shall not be payable until after forty (40) hours of work. Provided further that in the Sanitation Division, a holiday shall be counted as a full eight (8) hours toward the accumulation of the forty-(40) hour requirement for overtime. The current sanitation department's work schedule shall be continued.

B. Each employee who is called back to work after completion of his regularly scheduled tour of duty shall be given a minimum of three (3) hours pay at the employee's overtime rate of pay.

C. An employee who is required to work overtime shall be entitled to a one (1) hour paid meal break after the completion of seven (7) consecutive hours of work.

D. The current practice of one rest period per workday shall be continued. Should a lunch break or rest period be interrupted due to an emergency or the need to complete an assignment, the current practice of providing compensatory time at the end of such interruption shall be continued.

E. The Township shall consult with the Union prior to a permanent change in the current work schedule.

F. In the event a Laborer or Public Works Repairer works as a truck driver during a snow emergency or during leaf season, said Laborer or Public Works Repairer shall be compensated for such work at the Truck Driver rate of pay. In the event a Truck Driver works as an Equipment Operator during a snow emergency or during leaf season, said Truck Driver shall be compensated for such work at the Equipment Operator rate of pay.

G. If the Township requires an employee to work overtime after such employee is already at work either prior to the start of his work schedule or at the end of his work schedule, such employee shall be guaranteed a minimum of one (1) hour. This provision shall not apply to those employees who are scheduled in advance to work overtime.

H. Employees who are called in on the "A" and "B" crew during the normal work week shall be granted twelve (12) hours of work; employees called in or scheduled to work the shift beginning at 12 midnight shall receive an additional ten (10) percent added to the straight time rate for the first eight (8) hours worked, the last four (4) shall be paid at time and one-half.

1. Any employee who works sixteen (16) hours shall be entitled to eight (8) hours off before reporting back to work due to time off.

2. If any employee works from 12:00 noon until 12:00 midnight, that employee shall report to work at 8:00 a.m. the next day, and get paid from 7:00 a.m.

3. Effective January 1, 2005 at the end of emergency conditions when the twelve hour shifts are employed, the last shift working from midnight to 8:00 a.m. will receive 1 hour straight lunch hour payment.

I. Overtime is granted in accordance with the Fair Labor Standards Act (FLSA). An employee may select to take overtime either in cash or time on the books. Any employee electing to receive overtime payment in the form of compensatory time must use the time within a three-month period starting from the time it was earned. The approval to utilize compensatory time is at the discretion of the supervisor. Should the employee fail to use the compensatory time within the three-month period, the Township will provide the employee with a cash payment.

J. In the event a member of the Sanitation Department works in excess of eight (8) hours in a given day and is held over for emergency operations, the employee will be paid overtime for the time in excess of eight (8) hours.

K. A change in shift designation will occur after the completion of consecutive 12 hour shifts (A crew and B crew) provided there has been a 24 hour Cessation of A crew, B crew activity, except that there will be no change occurring on a weekend.

## ARTICLE IV

### WORK CLOTHES

A. The Township shall issue three (3) pairs of work gloves annually to each employee and one (1) pair of rubber gloves to employees of the Sanitation Department, at no cost to the employees. In addition, the Township shall issue a spring weight jacket and hooded shirts shall be replaced every two (2) years. Further, the Township shall provide, at no cost to the employee, one (1) pair of insulated safety boots which, by the sole discretion of the department Superintendent, is adequate protection for work during the winter months. Superintendent will assist the Department Superintendent in making a choice.

B. Each employee shall receive the purchasing power equivalent to six (6) heavy-duty long-sleeve shirts, six (6) heavy-duty pants, and five (5) T-shirts to purchase the uniforms required to wear by Township employees in the performance of their regularly scheduled duties. Coveralls shall be included in the clothing allowance. Each employee shall be properly attired as soon as possible. The uniforms shall remain the possession of the Township.

C. The Township shall provide orange safety vests to sanitation workers and protective eyeglasses, masks, helmets, steel tip shoe protectors for pneumatic jacks and ear covers to such other employees who are deemed to require such equipment for the safe completion of their jobs. Heavy-duty rubber gloves shall be included in safety equipment.

D. If, at the discretion of the Department Head, insulated boots or foul weather gear must be replaced, such equipment shall be replaced by the Township.

E. Township employees may be provided a replacement pair of safety boots upon demonstrating to the Township the boots issued to him/her in a given year requires replacing either because of being worn or damaged.

F. The Township shall provide each employee with a clothing maintenance allowance of \$500.00 per annum. Effective January 1, 2005 this allowance will be increased to \$550.00.

**ARTICLE V**

**HOLIDAYS**

Employees shall receive fifteen (16) holidays as listed below:

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Martin Luther King Day

The eight (8) personal holidays are to be taken as days off only after the employee has made the request and has been given approval by the Department Superintendent, which approval shall not be unreasonably withheld.

B. When circumstances require an employee to work on any of the holidays listed in the preceding paragraph, except the personal days, the employee shall, in addition to being at the rate of time and one-half for time worked, be granted a full compensatory day off with pay at a time that is approved by the Department Superintendent. If the holiday worked is either Christmas Day or New Year's Day, the compensatory day may be granted in the next year following. Compensatory days under the provision are to be granted pursuant to the same procedure set forth for Personal Holidays under sub-paragraph A.

C. In the event a holiday is observed on a Friday of which the DPW employees are provided a day off, the members of the Sanitation Department will be given a personal holiday for that day.

## ARTICLE VI

### HEALTH BENEFITS

A. The Township agrees to provide, at no cost to the employee, a health plan consisting of HMO's and or any other PPO's offered by the Township. The Township may change insurance carriers, so long as substantially similar coverage is provided by subsequent companies.

1. The Township agrees to allow employees to maintain the current Traditional Health Plan coverage. If an employee maintains enrollment in the Traditional Health Plan, the employee will assume 45% of the cost of the difference between the Traditional Plan and the highest cost alternative plan.

B. The Township shall provide the employee in this unit with the same Dental Program coverage as was provided to them under the 1981-1983 Agreement. The Township's contribution shall be \$235.00 per employee per annum. If the cost to the Township of said Dental Plan exceeds said contribution limits per employee per annum, the employee agrees to contribute the excess cost. The Union may designate its own plan provided that the cost of said plan does not exceed cost to the Township as set forth in this section. The Township shall provide an enhanced dental plan. The premium increase will be paid for by the employee through payroll deductions.

C. The Township shall provide the employees in this unit the Blue Cross Blue Shield of New Jersey Prescription Plan with a three dollar (\$3.00) co-pay for employees using generic prescriptions and a six dollar (\$6.00) co-pay for employees using brand name prescriptions. Effective January 1, 2005 the prescription plan,

including injectable drugs will increase the co-pay to \$5.00 for generic drugs and \$10.00 for name brand drugs.

D. Each employee covered by this Agreement shall be entitled to a medical examination once every two (2) years at the Township's expense. The Township will establish a panel of three (3) physicians from which each employee may choose one (1) physician to perform the examination.

E. The Township shall provide State Health Benefits Plan coverage to permanent employees and to their families, who retired after January 1, 1991 to the extent that the health plan permits such a provision. The parties recognize that there are Bills presently before the New Jersey State Legislature, which may have an effect upon any present and future retiree medical benefits, specifically Bill A-1600. The Union and Employer, not knowing the ultimate status of this Bill, acknowledge that they will have difficulty in negotiating the item of retiree medical benefits. Therefore, the parties agree that all present retiree medical benefits shall remain unchanged and the parties defer negotiating any retiree medical benefits until the passage or defeat of Bill A-1600 (as modified) or to the end of this contract, whichever comes sooner.

F. Effective January 1, 2005 the Township will provide a premium conversion plan, a healthcare flexible spending account and a dependent care flexible spending account in accordance with Section 125 of the IRS code.

**ARTICLE VII**

**LONGEVITY**

A. Each employee shall receive, in addition to his salary as determined by the pay schedule, a longevity increment. The longevity increment shall be as determined by the following schedule:

<b>Years of Satisfactory Service</b>	<b>Percent of Base Salary</b>
Less than 5	0%
6 through 10	2%
11 through 15	4%
16 through 20	6%
21 or more	10%

B. Employees hired after January 1, 2000 date shall receive in addition to his or her salary as determined by the pay schedule, a longevity increment. The longevity increment shall be as determined by the following schedule:

<b>Years of Satisfactory Service</b>	<b>Percentage of Base Salary</b>
11-15	2%
16-20	4%
21 or more	6%

C. Longevity shall be included in the base salary payment for pension purposes only.

D. Effective January 1, 2005 longevity percentage will be included in the calculation of sick time for retirement only.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURES**

To provide for the expeditious and satisfactory settlement of grievances, the following grievance procedure is hereby established. For the purpose of this grievance procedure, a grievance shall mean any complaint or complaints, by a grievant, with regard to the application or interpretation of the terms of this Agreement, Township Policy or administrative decision. A grievance must be instituted within twenty-one (21) calendar days of the occurrence of the event being grieved. Failure to act within said twenty-one (21) calendar days shall constitute a waiver of the grievance.

#### **STEP ONE:**

An employee with a grievance shall first discuss it with the immediate supervisor with the purpose of resolving the matter informally. The Steward or his designee shall be present.

#### **STEP TWO:**

If the grievant is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within two (2) working days thereafter, a conference on this grievance shall be held between the Superintendent, the grievant, and no more than one (1) representative of the Union. The conference shall be held within seven (7) days of the presentation of the grievance to the Superintendent. The Superintendent shall respond to the grievance in writing within two (2) working days of the conference. If no decision is rendered by the Superintendent within two (2) working days of the conference, then the grievance shall be deemed to be denied.

STEP THREE:

If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered, then he may within five (5) days of the expiration of the last time limit in Step Two, appeal the grievance to the grievance to the Business Administrator within two (2) working days. The Business Administrator shall conduct a conference on the matter, and render this decision within seven (7) working days after the conference is closed.

STEP FOUR:

(a) If the grievance concerns the alleged violation of a specific provision of this Agreement, and it has not been satisfactorily resolved through STEP One, Two, and Three of this Article, the dispute may, within (10) days of the Business Administrator's written decision at STEP Three, be submitted to the American Arbitration Association for resolution. The Arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

(b) The Arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him in the pending grievance. The Arbitrator shall have the authority to add or modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto nor may he render a decision, which is contrary to law.

(c) The decision of the Arbitrator shall be final and binding. The cost of the services shall be borne equally between the Township and the Union. Any other expenses, including but no limited to the presentation of witnesses shall be borne by the party incurring same.

(d) No grievance concerning the discharge of a probationary employee shall be subject to arbitration.

(e) Any grievance not processed to the next step in the grievance procedure within the time limits provided for such processing, shall be deemed to have been waived and abandoned by the moving party.

(f) Nothing contained herein shall be deemed to limit or impair the rights of the employee, as set forth in Title 11 of the Statutes of New Jersey, or as set forth in Department of Personnel Laws, rules and procedures, provided that the employee must elect only one of these two options.

**ARTICLE IX**

**MANAGEMENT RIGHTS**

A. The Township hereby retains and reserves unto itself, subject only to the express limitations of the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing 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, 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.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the 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 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 the Township's rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county, or local laws or ordinances.

**ARTICLE X**

**EMPLOYEE RIGHTS**

Nothing contained herein shall impair the rights of the employees covered by this Agreement as set forth in Title 11 of the Statutes of the State of New Jersey or as set forth by Department of Personnel laws, rules or regulations.

**ARTICLE XI**

**VACATIONS**

A. Vacations shall be improved to meet the following schedule:

First year of service	One (1) day per month for each completed month of service for the remainder of the calendar year. Thereafter:
First and second full years	Twelve (12) working days
Third and fourth full years	Fifteen (15) working days
Fifth through sixteenth full years	Twenty (20) working days

One (1) additional working day's vacation for each full year of service thereafter, to a maximum of twenty-four (24) working days vacation.

B. An employee shall have the right to request vacation scheduling in the winter period. Such request for a winter vacation must be made in advance and is subject to approval of the Township in its own discretionary judgment.

C. Any member assigned in sanitation division shall receive an additional three (3) vacation days. Effective January 1, 2005 any member assigned in the Sanitation division will receive in the fifth through sixteenth full years, an additional vacation day.

D. Effective January 1, 2007 all members with twenty or more years of service will receive an additional vacation day.

## **ARTICLE XII**

### **BEREAVEMENT LEAVE**

A death in an employee's immediate family shall not be charged against his allowable sick days. Time off shall be given from the day of death until the day after the funeral, excluding a burial on a Saturday, but no less than 3 work days immediately following the relative's death. In a case involving unusual circumstances, the Department Head may grant additional days off. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, grandparents and grandchildren, mother-in-law, father-in-law.

**ARTICLE XIII**

**TERMINAL LEAVE PAYMENT FOR ACCRUED SICK LEAVE**

A. An employee who retires having attained both the required age and years of service, upon retirement shall be eligible to receive the “cash value” of one (1) day’s pay at his/her then rate of pay for each sick day accrued to a maximum of 100 days. Any accrued sick days beyond the 100 days shall receive the “cash value” of one pay day for two accrued sick days.

B. Employees, who retire prematurely on disability pension, shall be exempt from the attainment of the age and service requirement in Section A hereof.

C. Employees retiring in a given year would receive their full year’s vacation and sick leave only if the employee retires after April 1 of that year.

D. Employees having accumulated more than fifty (50) sick days may cash in up to ten (10) days sick pay at one-half the daily rate of pay at the end of each year.

E. In the event of any employee’s death, his estate shall be paid in accordance with Section A hereof.

**ARTICLE XIV**

**MATERNITY/CHILDBIRTH LEAVE**

A. The Township shall grant maternity leaves of absence in accordance with State and Federal Law.

B. The Township shall grant to unit members childbirth leave consisting of three (3) consecutive workdays following the birth of an employee's child.

**ARTICLE XV**

**JUDICIAL LEAVES**

A. The Township shall grant leaves of absence with pay to employees required to serve on jury duty.

B. The Township shall grant leave of absence with pay to employees required to make court appearances under subpoena in judicial proceedings relating to the employee's job or other Township business.

**ARTICLE XVI**

**MILITARY LEAVE**

The Township shall grant military leaves of absence in accordance with State and Federal Law.

**ARTICLE XVII**

**LEAVES OF ABSENCE**

A. An aggregate of twenty (20) days per year shall be provided for the purpose of unpaid leaves of absences for employees designated by the Union to attend Union seminars or conventions, provided not more than two (2) employees shall be absent at the same time. Such leave shall be requested reasonably in advance and shall be subject to management approval. Said approval shall not be unreasonably withheld provided said leave will not interfere with normal Township operations.

B. The Township in its discretion may grant an employee an unpaid leave of absence for a period of ninety (90) days. At the completion of the ninety (90) day unpaid leave, the employee may request an extension for an additional ninety (90) days.

**ARTICLE XVIII**

**PROBATIONARY EMPLOYEES**

Employees in competitive civil service positions shall be considered probationary employees for the first ninety (90) days of their employment.

Upon completion of the applicable probationary period, employees shall make themselves available for testing or certification, and it shall be the responsibility of the Township to seek expeditious testing and certification.

## **ARTICLE XIX**

### **VACANCIES**

Vacancies above the rate of Laborer and equivalent titles shall be considered promotional positions. The title shall be posted and tested for in accordance with normal testing procedures.

**ARTICLE XX**

**SENIORITY**

A. Seniority shall be determined in accordance with Title 11 and applicable Department of Personnel Rules and Regulations.

B. In the event of a reduction in force, the layoff of Township employees shall be made in accordance with Department of Personnel Rules and Regulations.

C. In the event of a dispute regarding the scheduling of vacation time, seniority shall determine which employee shall have priority in selection. The Township retains the ultimate right to grant or deny the vacation request in accordance with Article XI of this Agreement.

**ARTICLE XXI**

**SPECIAL TRAINING**

In the event the Township requires an employee to take special training, the Township shall pay the cost of such training, including travel expenses and regular wages.

**ARTICLE XXII**

**JOINT SAFETY COMMITTEE**

As soon as possible after the signing of this Agreement, the parties shall create a Joint Labor-Management Safety Committee. Said Committee shall be composed of two (2) representatives from Union Labor and shall be responsible for investigating and proposing safety rules for Township employees. The Committee shall meet at mutually convenient times, but not less than four (4) times per year.

**ARTICLE XXIII**

**JOINT LABOR/MANAGEMENT COMMITTEE**

As soon as practicable after the signing of this Agreement, the Township and the Union shall create a Joint Labor/Management Committee. Said committee shall be composed of two (2) representatives of Township Management and two (2) representatives of Union Labor. The purpose of the committee shall be to review items of common concern to labor and management. The committee shall meet at mutually convenient times, but at least two (2) times each year.

**ARTICLE XXIV**

**JOB DESCRIPTION COMMITTEE**

The Township and the Union shall establish a joint committee whose function it shall be to review the job descriptions of the various job titles within the bargaining unit.

**ARTICLE XXV**

**NON-DISCRIMINATION**

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

**ARTICLE XXVI**

**UNION RIGHTS**

A. The Township shall permit the Union the use of a bulletin board at the Township garage for the posting of notices, communications and other information relating to the Union.

B. The Township agrees to deduct the monthly membership dues and initiation fees from the salaries of those employees covered by this Agreement, who individually submit an authorization for such deduction in accordance with applicable law. Said monies will be transmitted to the treasurer of the Union together with a list of names of all employees who show deductions have been made. Deductions will be made on the nearest applicable date of pay after such submission, and should an employee be on leave of absence, then such deduction shall be made from the next pay period.

C. The Township shall send a letter to the Union stating the authorized work force and the number of employees actually in the employ of the Township. Said information shall be updated by the Township at reasonable intervals.

D. No less than thirty (30) days prior to the implementation of new work rules, the Township shall consult with the Union on the change and the effect of said change.

E. A shop steward shall be permitted time off, with no loss of compensation, to attend negotiating sessions, grievance sessions and attend arbitration hearings.

**ARTICLE XXVII**

**AGENCY SHOP**

A. Upon the request of the Union, the Township shall deduct a representation fee from the wages of each employee who is not a member of the union.

B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

C. The amount of said representation fee shall be certified to the Township by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

D. The Union agrees to indemnify and hold the Township harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

E. The Township shall remit the amounts deducted to the Union monthly, on or before the 15<sup>th</sup> day of the month following the month in which such deductions were made.

F. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5© and 5.6, and membership in the Union shall be available to all employees in the unit on equal basis at all times. In the event the Union fails to maintain such system, or if membership is not available, the Township shall immediately cease making said deductions.

**ARTICLE XXVIII**

**SEPARABILITY AND SAVINGS**

In the event that any provision of this Agreement shall at any time be declared invalid by a legislative Act or any Court of competent jurisdiction, or through Government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

**ARTICLE XXIX**

**MISCELLANEOUS**

A. The Township shall institute an employee's Savings Plan for the purchase of United States Savings Bonds. This plan shall be instituted at the earliest practical date, provided that a sufficient number of employees enroll in the Plan to make it worthwhile for the Township to administer. Employees are not obligated to participate.

B. In the event the Union creates a Credit Union, and the Township is able to cause such a deduction to be made on its automatic machines, then such deductions shall be made for those employees who notify the Township of their intention to join said Credit Union.

**ARTICLE XXX**

**FULLY BARGAINED PROVISIONS**

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

**ARTICLE XXXI**

**SICK LEAVE**

The minimum 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 employment and fifteen (15) working days in every calendar year thereafter.

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 purposes.

**ARTICLE XXXII**

**DURATION**

This Agreement shall be in full force and effect as of January 1, 2004, and shall be in effect up to and including December 31, 2008. The parties shall begin to negotiate for a successor Agreement pursuant to the requirements of the Public Employment Relations Commission.

IN WITNESS HEREOF, the parties hereto have hereunto set their hand and seals in the Township of Millburn, New Jersey, on this \_\_\_\_ day of January, 2004.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 74, AFL-CIO

TOWNSHIP OF MILLBURN  
ESSEX COUNTY, NEW JERSEY

By: \_\_\_\_\_

By: \_\_\_\_\_

Timothy P. Gordon, Bus. Adm.

\_\_\_\_\_

\_\_\_\_\_