

**SIDEBAR AGREEMENT**

Agreement made this 6 day of April, 2011, by and between the Township of South Brunswick ("Township" or "Employer") and the South Brunswick Firemen's Mutual Benevolent Association, Local 90 ("FMBA").

WHEREAS the Township and FMBA are parties to a Collective Negotiations Agreement ("CNA") covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the Township and FMBA have agreed in concept to the separation of Local 90 into two separate bargaining units, one for permanent, full-time Public Safety Telecommunicators and one for permanent, full-time Deputy Fire Marshals; and

WHEREAS, negotiations are ongoing for the development of new CNAs between the Township and each new unit, which negotiations are expected to be completed on or about April 15, 2011; and

WHEREAS, the Deputy Fire Marshals, through the FMBA, have agreed to a certain number of days off without pay ("Furlough Days") in order to reduce the budget costs for 2011; and

WHEREAS, the Township and FMBA wish to set forth in this Sidebar Agreement the procedures for administering these Furlough Days;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the parties agree as follows:

1. All Deputy Fire Marshals shall take nine (9) Furlough Days in calendar year 2011.

2. The specific days on which any employee takes a Furlough Day shall be considered in the same manner as Vacation leave and determined by their respective Department Heads as operations permit. No less than one hour will be approved as Furlough Day leave.
3. Instead of reducing an employee's pay in the period when Furlough Days are taken, all Deputy Fire Marshals shall have the monetary equivalent of one-half (1/2) day of salary or wages reduced from their bi-weekly pay starting on April ~~15~~<sup>29</sup>, 2011 (Pay #~~8~~<sup>9</sup>) up to and including December ~~8~~<sup>23</sup>, 2011 (Pay #~~25~~<sup>26</sup>).
4. Except as herein modified, all other terms and conditions set forth in the CNA shall remain in full force and effect.

*(W)*  
4-14-11

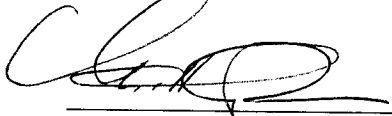
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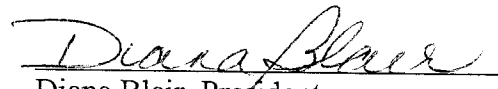
IN WITNESS WHEREOF, the parties have set their hands and seals this

16 day of April, 2011.

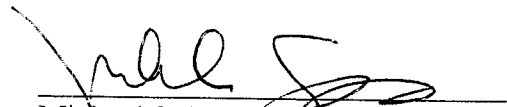
TOWNSHIP OF SOUTH BRUNSWICK

FMBA Local 90

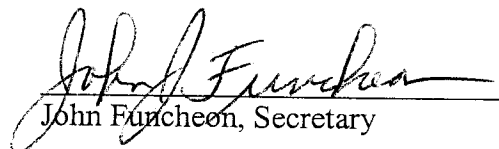
  
Matthew U. Watkins, Township Manager

  
Diana Blair, President

  
Roberta Boekhout, Human Resources

  
Michael Soltys, Executive Delegate

Jonathan Rampacek, Vice-President

  
John Funcheson, Secretary

Eric Murnieks, Treasurer

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWNSHIP OF SOUTH BRUNSWICK

And

THE SOUTH BRUNSWICK FIREMEN'S

MUTUAL BENEVOLENT ASSOCIATION

LOCAL 90, INCORPORATED

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January 1, 2008 through December 31, 2011

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**ARTICLE 1**

**PREAMBLE**

The purpose of this Agreement entered into as of this 1<sup>st</sup> day of January, 2008 between the Township of South Brunswick, hereinafter referred to as the Township, and Firemen's Mutual Benevolent Association, Local 90, hereinafter referred to as the Union, is to promote and insure harmonious relations, cooperation, communication and understanding between the Township and the Union, for the purposes of collective negotiations with respect to compensation, hours of work and other conditions of employment as herein provided.

**ARTICLE 2**  
**RECOGNITION**

A. The Township recognizes the Union as the sole and exclusive collective negotiations agent for all permanent full-time Deputy Fire Marshals and Public Safety Telecommunicators. Temporary full-time, part-time, seasonal employees, all other employees, supervisors, confidential employees, managerial and police employees as defined by PERC are not covered by this agreement.

B. Temporary full-time employees are hired for full-time work for a period of limited duration not to exceed six (6) months. Temporary part-time employees work on the average less than 1/2 the prescribed number of hours per week in a position, for a limited period of time (not to exceed six (6) months).

**ARTICLE 3**  
**DUES CHECKOFF**

A. Upon completion of 30 calendar days of employment, the Township agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union by the end of the next month on or before the fifteenth (15th) day of the following month in which deductions were made.

B. The Township shall notify the President of the Union of all newly hired employees eligible for membership in the Union.

C. If there shall be any change in the rate of membership Dues during the life of this Agreement, the Union shall furnish to the Township written notice, prior to the effective date of such change.

D. The Union will provide the necessary check off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:14-15(e), as amended. The authorization to deduct full Union dues may be revoked by an employee at any time, and full dues shall terminate January 1, or July 1, whichever date occurring first after notice of termination.

E. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment with the Unit shall, as a



condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees and assessments.

F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township on reliance upon the salary deduction authorization cards submitted by the Union to the Township and/or that may arise by reason of action taken by the Township in the salary deduction of eighty five percent (85%) of Union dues for employees who are not members of the Union.

## ARTICLE 4

### MANAGEMENT RIGHTS

There are no provisions in the Agreement that shall be deemed to limit or curtail the Township in any way in the exercise of the rights, powers, and authority which the Township had prior to the effective date of this contract unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Township's rights, power and authority include, but are not limited to: The right to manage its operation; direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, and layoff; the right to discipline and discharge for cause; the right to make all plans and decisions on all matters involving its operation; the extent to which any department thereof shall be operated; the conditions thereto; replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe reasonable rules to that effect; to establish and change standards of performance; determine qualifications of employees; regulate and ensure quantity and quality in performance; and to run the department efficiently.

ARTICLE 5

SALARY

A. TELECOMMUNICATORS

See attached Schedule A

B. DEPUTY FIRE MARSHALS

See attached Schedule B.

C. All employees shall receive the following general wage increases which are reflected in the attached schedules:

Effective and retroactive to 01-01-08	2.0%
Effective and retroactive to 07/-01-08	2.0%
Effective 01-01-09	3.8%
Effective 01-01-10	4.0%
Effective 01-01-11	3.8%

D. Employees who commence or who have commenced their 20<sup>th</sup> year of employment shall be placed at "senior step." Employees who commence their 20<sup>th</sup> year of employment from January 1 through June 30 shall receive "senior step" on the next January 1. Employees who commence their 20<sup>th</sup> year of employment from July 1 through December 31 shall receive "senior step" on the next July 1. "Senior step" shall be 4.5% above the employee's base pay.

E. On January 1 of each calendar year, each employee shall move horizontally and vertically on the step guide. However, if an

employee does not receive a "satisfactory" rating on his evaluation, his vertical increment shall be frozen for a period of 60 calendar days during which the employee will be reevaluated. If the employee's reevaluation is "satisfactory," he shall receive the Vertical increment retroactive to January 1. If he does not receive a "satisfactory" reevaluation and/or is disciplined, such action shall be subject to the grievance and arbitration procedure.

1. Each employee shall receive an interim evaluation during the month of July. The final evaluation shall be not later than the following December 15. Reevaluations shall be completed by March 1.

F. All new employees hired after the execution date of this Agreement shall receive pay increases under the following procedure:

1. New employees hired during the period of January 1 through June 30 who successfully complete their probationary period will receive their vertical contractual increases on the next January 1. Thereafter, all such new employees will be on a January 1 increment date. These employees will automatically receive all horizontal contractual increases on the effective contract date regardless of their status as probationary employees.

2. New employees hired during the period of July 1 through December 31 who successfully complete their probationary period will receive their vertical contractual increases on the next July 1. Thereafter, all such new employees will be on a January 1 increment date. These employees will automatically receive all

horizontal contractual increases on the effective contract date regardless of their status as probationary employees.

G. Effective January 1, 2008 employees who have completed step 11 and are eligible for movement to Step 12 are entitled to move to Step 13 provided they have received a satisfactory performance evaluation; and when employees are eligible to move to Step 14 they shall be entitled to move to Step 15 provided they have received a satisfactory performance evaluation.

**ARTICLE 6**

**LONGEVITY**

A. All bargaining unit members hired before January 1, 1983 shall continue being covered by the longevity plan, commencing upon anniversary date, described in the Personnel Policies and Procedures Manual with the exception that no employee shall be entitled to receive more than Five Thousand Dollars (\$5,000) in any given year.

B. Employees hired after January 1, 1983, but prior to January 1, 1998 shall be subject to the following longevity plan:

Longevity Schedule

1. After completion of five (5)-years commencing upon anniversary date through ten (10) years - Six Hundred Fifty Dollars (\$650) per year.

2. After completion of ten (10) years through fifteen (15) years - One Thousand Dollars (\$1,000) per year.

3. After completion of fifteen (15) years through twenty (20) years -One Thousand Five Hundred Dollars (\$1,500) per year.

4. After completion of twenty (20) years through twenty-five (25) years - Two Thousand Dollars (\$2,000) per year.

5. After completion of twenty-five (25) years through thirty (30) years - Two Thousand Five Hundred Dollars (\$2,500) per year.

6. After completion of thirty (30) years - Three Thousand Five Hundred Dollars (\$3,500) per year.

C. All payments shall be pro-rated in paychecks.

D. Payments shall commence upon attaining the anniversary date of full-time hiring.

E. Employees hired after January 1, 1998 shall not be eligible for Longevity Plan benefits.

**ARTICLE 7**

**WORK WEEK**

A. Deputy Fire Marshals - The normal work week shall be thirty-five (35) hours per week, not including a one (1) hour unpaid meal break.

B. Public Safety Telecommunicators - The normal work week shall be forty (40) hours.

C. Deputy Fire Marshals and Public Safety Telecommunicators shall receive ten (10) days notice of a change in work schedule except in exigent circumstances.



ARTICLE 8

COMPENSATORY TIME, OVERTIME, EMERGENCY CALLOUTS

A. Compensatory time up to a maximum of one hour per work day may be earned by employee.

B. All time worked after eight (8) hours during the employee's workday shall be computed at the overtime rate of one and one-half times the employee's hourly rate. For Deputy Fire Marshals, work on weekends and holidays shall be computed at the overtime rate of one and one-half times the employee's hourly rate. Effective 1/1/09 Sunday and holiday work shall be compensated at double time the employee's hourly rate.

C. If an employee is called out to respond to an emergency situation, the employee shall be paid a minimum of three hours at the employee's overtime rate except as noted in paragraph B. The employer retains the right to keep the employee for the full call-out period. This paragraph is only applicable to situations where the call-back is not contiguous on front or back side with employee's workday. Effective 1/1/09 the following modifications to this paragraph shall apply:

a) Minimum guarantee for emergency call out shall be two (2) hours at the overtime rate for the employee, and;

b) Minimum call out for required off hour special assignment, inspections and permit inspection shall be three (3) hours at the overtime rate for the employee.

c) Incidental phone call will not be considered emergency call outs.

D. An employee donating blood during work hours as part of the Township blood drive, shall be credited with 2 hours comp time to be scheduled with the approval of the Department Head.

E. Employees who are on-call shall be required to report to duty within 30 minutes from the call-in if they are assigned a Township vehicle and within 45 minutes if they are not assigned a Township vehicle.

## ARTICLE 9

### JOB BIDDING AND PROMOTIONS

A. All new and vacant positions which are to be filled must be posted within all departments for five consecutive days. Job qualifications shall be part of the job posting and shall clearly state the qualifications for the position.

B. All employees who have been in their current position for one year or more may bid on vacant positions, provided however, that the vacant position is in a classification higher than that of the position presently held by the employee, except that an employee may bid on a lateral transfer once every six (6) months. Seniority may or may not be a criteria for promotion. Any employee bidding on any union or administrative promotion or vacant position within the Township that meets all qualifications, shall be given preference to fill that position before hiring someone from the outside. Any employee not receiving the position shall be notified in writing.

C. Employees on layoff shall be eligible to bid on job openings.

D. Any employee promoted into a position with a higher job range shall receive a five percent (5%) increase in his/her annual base salary at the time of appointment. If five percent (5%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

**ARTICLE 10**

**MEDICAL BENEFITS**

A. The Township agrees to provide medical coverage for all eligible employees and their eligible dependents in accordance with the terms, conditions and definitions of the policies of insurance set forth in the New Jersey State Health Benefits Plan as that Plan may be amended or modified.

The Township shall provide a prescription plan for all eligible employees and their eligible dependents through the New Jersey State Health Benefits Plan as that Plan may be amended or modified. Except as herein provided, employees shall be fully responsible for all co-payments required under the terms of the Plan, and the interim "reimbursement" agreement shall terminate as of 11/30/08.

The Township shall also continue to provide dental care through the New Jersey Dental Service Plan, Inc. and the current Vision Care Program in effect since December 31, 1987, both of which shall be continued in full force and effect for unit members and their eligible dependents. A fifteen dollar (\$15.00) benefit to defray the cost of a glaucoma test if not included as part of a regular eye exam shall continue to be provided.

Effective January 1, 2009 the Township shall provide the NJ Direct 15 Plan with no premium contribution and employees

electing coverage under the NJ Direct 10 Plan shall pay the difference in cost between the Direct 10 and Direct 15 to the Township by way of payroll deduction.

There shall be a maximum co-pay for doctor visits for employees enrolled in Direct 15 which shall be in the amount of \$20.00 per visit. If a co-pay in excess of \$20.00 is established during the term of this contract, the Township will reimburse the excess to eligible employees on a quarterly basis. Eligible employees shall submit proof of payment by the 15<sup>th</sup> of the month preceding the end of the quarter and will be paid by the end of the succeeding month.

Employees shall be responsible for all co-payments required under the Prescription Plan except that increases in co-pay beyond \$9.00 per 30-day supply of generic drug sold retail and \$30.00 per 30-day supply of brand name drug sold retail and \$10.00 per 90-day supply of generic drug sold mail order and \$30.00 per 90-day supply of brand name drug sold mail order shall be reimbursed by the Township on a quarterly basis as set forth above, except that if there is no generic substitute for brand name the maximum co-pay shall be \$20.00 per 30-day supply retail or 90-day supply mail order of brand name. It is the responsibility of the employee to provide proof that generic substitute is not available and to indemnify the Township against any claims of privacy violations.

B. The Township may change these plans and vendors provided that the overall level of benefits remains the same or is improved.

C. The Township shall provide Retiree Medical Benefits, including prescription, for the Retiree and eligible family members, after 25 years of service in PERS with at least 15 years of service with the Township and/or ordinary and accidental disability retirement until the employee is eligible for Medicare and his/her spouse is eligible for Medicare. Then supplemental medical benefits, including prescription will go into effect for the retiree and/or spouse, if applicable, at the Township's cost.

\_\_\_\_\_ Coverage shall make the retired employee's medical, hospitalization, and prescription substantially similar to the current medical and hospitalization coverage provided to the current employees under the prevailing collective bargaining agreement. If the employee retires with 30 years service within the PERS with a minimum of 15 years service with the Township, the employee shall also receive dental insurance. If an employee dies "off the job" the family shall receive medical insurance coverage for a period of five (5) years or until the spouse remarries or obtains employment which provides medical insurance coverage. If the employee dies on the job, the family shall receive 10 years medical insurance or until the spouse remarries or obtains employment which provides medical insurance coverage.

D. The Township agrees to continue for all bargaining unit employees the disability coverage purchased through the Life Insurance Company

of North America, that was in effect as of December 31, 2000. The Township agrees to pay \$6.50 per month for each employee towards the premium of said policy. Effective January 1, 2009 the Township contribution shall increase to \$8.00 per month for this disability coverage.

## **ARTICLE 11**

### **PERSONAL DAYS**

A. All bargaining unit members hired prior to January 1, 1998, shall receive three (3) personal days each year. A request for a personal day shall be submitted not less than two (2) hours in advance of the employee's shift. However, in cases of emergency, an employee may call into the supervisor that he/she is taking a personal day.

B. Employees hired after January 1, 1998 shall receive one (1) personal day their first year of employment; two (2) day during the second year of employment and three (3) days the January following their third anniversary.

**ARTICLE 12**

**HOLIDAYS**

A. The Township hereby designates the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Good Friday
Thanksgiving Day	Friday following
Memorial Day	Thanksgiving
Christmas Day	Independence Day
	Election Day

B. For Deputy Fire Marshals, if a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. A holiday for Telecommunicators shall be deemed to be on the actual calendar day on which the holiday falls.



**ARTICLE 13**

**VACATION**

A. Full-time permanent employees shall be granted a vacation leave, with pay, each year, in accordance with the following schedule.

1. Employees with five (5) or less years service shall earn one working day of vacation for each month of service.

2. Employees, upon completion of five (5) years of service, shall be entitled to annual working days of vacation leave as follows:

(a) From completion of five (5) years of service to completion of ten (10) years - seventeen (17) days.

(b) From completion of ten (10) years to completion of fifteen (15) years nineteen (19) days.

(c) From completion of fifteen (15) years to completion of twenty (20) years twenty-one (21) days.

(d) From completion of twenty (20) years to completion of twenty-five (25) years - twenty-three (23) days.

(e) From completion of twenty-five (25) years on - twenty-five (25) days.

B. Employees will be allowed to carry over up to ten (10) earned and accumulated vacation days into the next calendar year with written approval of the Township Manager or Designee.

C. In no event shall an employee be entitled to earn more than twenty-five (25) days of vacation leave per year.

D. The provisions of the Vacation Leave Policy, as provided in the PPPM, shall apply where applicable.

E. Vacation shall be pro-rated during first year and last year of service.

F. Employees will not be eligible to use vacation days during probationary period.

G. Employees on paid or unpaid leave for more than thirty (30) days shall have vacation pro-rated for time absent.

## ARTICLE 14

### BEREAVEMENT LEAVE

A. Each bargaining unit member may be granted time off, upon notification to the employee's department head, with pay, not to exceed five (5) working days for the death of a spouse or child or step child from day of death or day of funeral.

B. Each bargaining unit member may be granted time off, with pay, not to exceed four (4) working days in the event of a death in his/her immediate family from day of death or day of funeral. The term "immediate family" for the purpose of this policy shall mean the father or mother, brother or sister, current mother-in-law or current father-in-law, current brother-in-law or current sister-in-law, and grandparents and grandchildren of the employee.

C. Reasonable verification of the death may be required by the Township.

D. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child. If the employee has four or less days remaining he/she shall have the right to charge against next year's vacation and personal days entitlement, as selected by the employee upon application for same.

E. If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not

earned. If any balance remains the Township may collect same utilizing all remedies available to it.

## ARTICLE 15

### GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violations (alleged or otherwise) of any provision of this Agreement or the application of any rules, regulations, ordinances and/or statute which actually affects working conditions.

STEP ONE: The Union representative, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor within 5 work days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Union Representative within 5 work days. If the grievance or dispute is not taken up in accordance with this provision within 5 work days of its occurrence or within 5 work days upon learning of the existence of the alleged grievance or dispute, it shall be deemed abandoned.

STEP TWO: Within 5 work days of the oral or written answer from the immediate supervisor, if the grievance is not resolved, the employee or Union representative shall file a written grievance with the Department Head or his designee, setting forth the facts of the dispute and the contract provision in question. The Department Head or his designee will arrange a meeting with the employee and Union representative not later than 5 work days to attempt to

resolve the grievance. The Department Head or his designee shall give a written answer to the employee and Union representative not later than 5 work days from the meeting.

STEP THREE: If the grievance still remains unsettled, it shall be presented to the Township Manager in writing within 7 work days from receipt of the Department Head's response from the Department Head. The Township Manager or his designee will meet with the Union representative and employee within 10 work days of receipt of the grievance. The Township Manager or his designee shall respond in writing within 5 work days to the employee and Union representative. If the grievance is not presented in writing, in accordance with this provision within 7 work days, it shall be deemed abandoned. Time lost from work to process grievances, and such discussion or meeting by the grievant and Union representative shall not result in the loss of pay (no overtime liability, however).

ARBITRATION: If the grievance is still unsettled, the Township or Union may, within 10 work days after receipt of the Step 3 reply, request binding arbitration. Such request shall be submitted to the Public Employment Relations Commission, with a copy served on the other party. In the absence of a timely request, the grievance shall be deemed abandoned.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, and render his

award in writing which shall be final and binding. The arbitrator's decision cannot add to, subtract from, or modify this Agreement. The cost of the arbitrator's fee shall be shared equally by the parties. Time extensions may be mutually agreed to by the parties.

**ARTICLE 16**

**DISCIPLINE**

A. No employee may be disciplined except for just cause. Any grievance concerning discipline shall be initiated at Step Two of the Grievance Procedure and may be appealed through the arbitration procedure.

B. Discipline includes: oral and written warnings, suspension, demotion, termination, and other penalties imposed by the Township. The employee shall be notified, in writing, of the charges and specifications.



## ARTICLE 17

### SENIORITY

- A. Seniority is defined as an employee's total length of service from date of hire.
- B. Permanent employees shall, upon successful completion of their probationary period, be considered to have seniority back to their date of hire with the Township. Temporary full-time employees, upon being permanently hired by the Township, shall be considered to have seniority back to their original date of hire into temporary employment with the Township.
- C. Seniority shall accumulate until there is a break in service. A break in service occurs when an employee resigns, retires, or is terminated.
- D. If an employee is laid off, his/her seniority shall be retained until the employee is recalled or refused when recalled. Seniority shall continue to accrue during any period of absence due to sick or injury leave, maternity leave (up to one year), military leave, or paid leave of absence.
- E. Shift selection shall be by seniority, provided it does not conflict with PERC decisions.

## ARTICLE 18

### LAYOFF AND RECALL

A. In the event layoffs become necessary, such layoffs shall be based on the inverse order of seniority by the date they were hired by the Township.

B. If an employee's position is cut, laid off or the department they work for is no longer employed by the Township, and that employee has higher seniority than another employee they shall have the right to bump into another department with the same title and/or pay range as the affected employee provided the employee can meet the minimum qualifications of the job as determined by management subject to the grievance procedure. If the employee has to bump into a lower position they may not bump an employee with more seniority.

C. The Township shall notify the Union and employee at least 45 days in advance of a scheduled layoff.

D. When vacancies occur thereafter, each laid off employee shall be recalled upon a basis of seniority, and prior to the employment of any new person, provided, however, they accept recall in that classification where the vacancy exists, and further provided that those recalled have the demonstrated ability and qualifications to perform the available work, as determined by the Township. Any laid off employee who fails to report for duty within fifteen (15) days after the mailing to him of a written notice, postage prepaid, registered, to the last address known to the

Township, and return receipt requested shall lose his/her rights to be rehired hereunder.

E. For the purpose of this Article, employees laid off will be called back during a two (2) year period only.

## Article 19

### UNION PRIVILEGES

- A. The Union shall be allowed to conduct normal business meetings on Township property, provided that space is available, and requests are made at least one (1) week in advance. Employees may attend such meetings only during off duty hours.
- B. A negotiation committee, consisting of no more than three (3) members within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiation sessions with the Township negotiation committee during normal working hours.
- C. The Union shall be entitled to ten (10) days leave per calendar year without loss of pay to attend to Union business (State meetings, etc.). The Union shall provide the names of the individuals serving as Delegate, Alternate Delegate, President and Vice President to the Department Head or designee. The Union President shall give the Department Head or designee at least 10 days advance notice for scheduling purposes when time off is needed to conduct Union business. Union business leave may be taken in increments of one (1) day or more. Designated representatives of the Union shall be entitled to attend all conventions of the State FMBA without loss of pay. A maximum of ten percent (10%) of the Union membership shall be allowed such leave; provided, however, that no less than two (2) and a no more than ten (10) representatives shall be released from

duty. Such leave without pay shall not exceed seven (7) days and the Township shall allow for reasonable travel time. Unused leave time may not be carried into the succeeding calendar year unless approved by the Department Head or designee.

**ARTICLE 20**

**BULLETIN BOARDS**

- A. The Union shall be permitted to place one (1) bulletin Board in the Union office.
- B. The size shall not exceed two (2) feet by three (3) feet, and shall be acceptable in appearance by the Township.
- C. The bulletin board shall be used only for the following notices:
1. Recreational and social affairs of the Union
  2. Union meetings
  3. Union elections
  4. Reports of Union committees
  5. Rulings of policies of the International Union
- D. Notice of announcements shall not contain anything political or controversial, or anything reflecting upon the Township, any of its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted.
- E. Any Union authorized violation of this Section shall entitle the Township to cancel immediately the provisions of this Section and direct removal of the bulletin board. In the event any non-Union authorized material is posted on bulletin board, it shall be promptly removed by the Union President, or his/her designee, upon notification by the Township. All material placed on the bulletin board must bear the signature of an officer of the Union.

**ARTICLE 21**

**TELECOMMUNICATORS**

**A. CLOTHING**

1. Each Telecommunicator shall receive an annual clothing allowance of \$550.00. Effective 1/1/09 the annual clothing allowance shall be increased to \$600.00 and effective 1/1/10 it shall be increased to \$650.00.

a) Whenever the Township hires a new Telecommunicator for full-time work, subject to a six (6) month probation period, said employee shall not be entitled to the normal clothing allowance given to other Telecommunicators. However, the Township shall provide a full set of uniforms, consisting of two (2) long sleeve and two (2) short sleeve shirts, two (2) pairs of slacks or skirts, and one (1) tie.

b) All new employees who fail to satisfactorily complete the six (6) month probationary period and are terminated, shall be required to return the uniforms. Payment of any final wages or salaries due shall not be made until said employee turns in the clothing.

c) If the beginning date of employment is prior to July 1, of any given year the employee shall not be entitled to any additional clothing allowance for the remainder of that year.

d) If employment occurs after July 1, of any given year then - for the following year the employee shall receive one half of the regular clothing allowance given to Union employees.

e) Payment of the clothing allowance shall be on or before March 1, of each year.

f) Payment under this Article shall be pro-rated if

on extended unpaid leave.

g) No employee shall receive such monies until completion of probation.

#### B. SHIFT DIFFERENTIAL

Telecommunicators on duty on the 1 shift shall be entitled to a rate differential increase in pay of forty-five cents (\$.45) to base pay for each hour actually worked and thirty cents (\$.30) to base pay for each hour actually worked on the 3 shift. Effective 1/1/09 the shift differentials shall be sixty cents (\$.60) for 1 shift and forty-five cents (\$.45) for 3 shift. Effective 1/1/10 1 shift differential shall be seventy cents (\$.70) and 3 shift shall be fifty cents (\$.50). Effective 1/1/11 1 shift shall have a differential of seventy-five cents (\$.75) per hour for hours actually worked on the shift.

#### C. SCHEDULING

If a Telecommunicator is not scheduled to work on a holiday, the Telecommunicator will receive a compensatory day which must be taken within thirty (30) days. Such time off will only be allowed manpower permitting. If a Telecommunicator is scheduled to work and does work on a holiday, he/she will receive time and one-half for that day and a compensatory day (straight time) under the same conditions as set forth above.



## ARTICLE 22

### EDUCATION

A. All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in an amount of Sixty Dollars (\$60) per credit hour. Prior approval from the employee's respective supervisor and the Township Manager, indicating that the courses are eligible for reimbursement, must be obtained. All training courses that are successfully completed by bargaining unit members, shall be paid for by the Township.

B. "Successfully completed" means that to gain reimbursement the employees must obtain a certification from the educational institution involved, indicating that if letter grades are given for the course, a grade of "C" or better must be obtained. If no letter grades are provided, then a certification must show that the employee has completed the course. Employees who leave the employ of the Township within one year of receipt of the monies for college or graduate credits shall remit all monies received except in cases of death or disability.

C. The cost of vocational training courses that are directly job related, will be fully reimbursed. Vocational training courses that are not job related are subject to reimbursement at the rate of fifty percent (50) of the cost of the course. All applications for vocational training courses must be submitted to the Department Head and the Township Manager for review and approval.

D. Employees who receive the Degree Incentive Program as of December 29, 1997 shall continue to do so on an annual basis. Employees hired prior to January 1, 1998, who subsequently earn a degree which qualifies for payment shall receive the payment once during their employment, not on an annual basis. Employees hired after January 1, 1998 shall not be entitled to Degree Incentive Program benefits.

DEGREE INCENTIVE

Associate Degree	\$350.00
Bachelors Degree	\$900.00
Masters Degree	\$1100.00

E. Payment for a degree newly acquired in the previous year will be pro-rated on the basis of the date of the degree to year end. An employee claiming this benefit must produce for his/her personnel record, a copy of the certification evidencing the holding of the degree. Payment for those eligible will be made not later than November 30th. Each employee shall give written notice to their department head by October 1st of the year prior to the year he/she anticipates receiving the degree.

F. Employees who leave the employ of the Township within one 1) year of receipt of the monies shall remit all monies received for college or graduate credits within that year period except in cases of death or disability.

G. Effective upon signing of this contract to receive payments under this Article such degrees must be obtained after employment with the Township. Probationary employees shall not be eligible for such payments.

## **ARTICLE 23**

### **RULES AND REGULATIONS**

The Township shall provide at least ten (10) calendar days written notice to the Union President of any new rules or modifications to existing rules prior to implementation except in emergency circumstances where as much notice as possible will be given. The Union may grieve new or modified work rules consistent with Article 15.

## ARTICLE 24

### SICK LEAVE PLAN

A. The Sick Leave Incentive Plan described in the Personnel Policy and Procedures Manual (PPPM) shall continue in effect during the life of this contract with the following revisions.

B. For employees hired prior to January 1, 1998: If an employee has accumulated fifty (50) days of sick leave as of December 31, then the next year he/she has the option of selling the unused days, over fifty (50), back to the Township at the rate of forty dollars (\$40.00) per day. For employees hired on or after January 1, 1998 the employee shall have seventy-five (75) accumulated days to be eligible.

C. For employees hired prior to January 1, 1998: If an employee uses less than seven (7) sick days per year he/she will be reimbursed at the rate of Five Dollars (\$5.00) per day for every unused sick day earned that year. However, if the employee uses three (3) sick days or less he/she will be reimbursed at the rate of Ten Dollars (\$10.00) per day for every unused sick day earned that year. Employees hired on or after January 1, 1998 shall not be eligible to receive this benefit.

D. At the separation, an employee with less than five (5) years of service is entitled to twenty five percent (25%) of accumulated sick leave. With five (5) or more years of service an employee is entitled to thirty three percent (33%) of accumulated sick leave. Maximum cash benefit from sick leave at retirement or separation shall be Twenty Thousand Dollars (\$20,000.00).

E. The incentive plan is only applicable to the fifteen (15) allotted sick days. Employees hired on or after January 1, 1998 shall not be eligible to receive the benefit in Paragraph C.

F. In the event of the death of any employee, the designated beneficiary of the employee or his/her estate shall receive one hundred percent (100%) of the accumulated sick leave, not to exceed the maximum award for sick leave of Twenty Thousand Dollars (\$20,000.00).

G. Sick leave is hereby defined to mean absence from work because of personal illness, or illness of employee's family in his household who requires care. The employee may request sick leave for family residing outside of the home, if recommended by the Department Head with approval by the Township Manager which shall not be unreasonably denied.

H. All full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of one and one quarter (1 1/4) working days for every month of service during their first calendar year of service and last calendar year. New employees hired between the first and fifteenth of the month shall earn one and one quarter (1 1/4) days of sick leave for the first calendar month of their employment. New employees hired after the sixteenth of the month shall begin accruing sick leave as of the next calendar month. On January 1 of the next calendar year and on January 1, of every succeeding calendar year, the employee shall accrue fifteen (15) working days.

I. If, upon termination, an employee has used more sick leave than accrued the Township will deduct from the employee's last paycheck, an amount equal to the rate of pay for the sick leave taken in excess of the amount earned.

J. Medical verification may be required. Such shall not be arbitrary and capricious. If employee is sent to Township Doctor such expenses shall be paid pursuant to Paragraph Q.

K. An employee is required to notify the Department Head or his designee as early as possible, but no later than fifteen (15) minutes following the start of the scheduled work shift or a reasonable time in the case of an emergency. Failure to give notification, as required may result in loss of sick leave pay.

L. In charging an employee with sick leave, the smallest unit to be considered is one-quarter (1/4) of a working day.

M. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

N. Habitual unjustified absenteeism or tardiness may be cause for discipline up to and including discharge.

O. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to disciplinary action up to and including discharge.

P. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

Q. Whenever the Township is paying for medical reports pursuant to this Article, the employee agrees to submit expenses to his/her insurance company for reimbursement, partial or total; such monies being turned over to the Township.

#### R. EXTENDED SICK LEAVE

Any employee incurring an illness or injury in a non-work related incident or accident and is receiving compensation through accrued sick leave or advanced sick leave, shall remain on the payroll as an active employee whose compensation shall be considered wages until such employee exhausts his/her accrued and advanced sick leave. This Article shall not affect any provision in the South Brunswick Revised General Ordinances relating to sick pay and/or sick leave and any provisions in the Personnel Policy and Procedures Manual derived from the South Brunswick general Ordinances relating to sick pay and/or sick leave. To the extent this Article may be inconsistent with the same, the PPPM shall prevail.

**ARTICLE 25**

**OUT-OF-TITLE PAY**

Employees who work in a higher title for four (4) consecutive weeks shall receive the greater of five percent (5%) or the difference in pay between the two (2) positions at the bottom of the range retroactive to the beginning of the third week.



**ARTICLE 26**

**DEPUTY FIRE MARSHALS**

A. UNIFORMS: Whenever the Township hires a new Deputy Fire Marshal, said employee shall be provided with the following:

- (2) Short Sleeve Dress Shirts
- (2) Long Sleeve Dress Shirts
- (5) "Job" Shirts
- (5) Mock Turtleneck Shirts
- (5) Pairs of Pants
- (5) Staff Shirts
- (1) Black Clip-On Tie
- (1) Three season Combination Jacket (GoreTex or compatible material)
- (1) Pair of Safety Boots
- (1) Winter Hat
- (1) Bell cap
- (1) Silver band
- (1) Hat badge
- (1) Pair of dress shoes if required by the Township
- (1) Uniform belt
- (1) Dress Uniform, if required by the Township

If at any time the Township makes any uniform change, the initial cost of requiring each Deputy Fire Marshal to change his/her uniform shall be borne by the Township and shall not be paid out of any part of the Deputy Fire Marshal's uniform or cleaning allowance. Uniforms shall be replaced at the Township's expense on an as needed basis.

B. Each Deputy Fire Marshal shall receive a clothing allowance of \$150.00 per year. Effective 1/1/09 the clothing allowance for

Deputy Fire Marshals shall be \$200.00 per annum. The allowance will be paid on or before March 1st of each year.

C. ON CALL: Deputy Fire Marshals on call shall receive \$850.00 per year for being on call for calendar year 2008 and "additional on call time" shall continue to be paid at the 4-hour straight time rate.

Effective 1/1/09 Deputy Fire Marshals currently performing "on call services" will continue to perform those services and shall be paid an annual stipend of \$1,800.00 Deputy Fire Marshals performing the "on call services" shall be required to work their regularly scheduled "on call" work week with the exception that switching "on call" days shall be allowed pending approval of the Fire Marshal (or supervisor). Any remaining "on call" days will be covered by a rotation phone call list.

Effective 1/1/10 the per annum compensation for Deputy Fire Marshals performing "on call services" shall be increased to \$1,900.00 and effective 1/1/11 the annual compensation shall be increased to \$2,000.00.

If a Deputy Fire Marshal is unable to provide "on call services" for an extended period of time, the annual compensation paid for this work will be prorated by mutual agreement of the Township and the FMBA.

No Deputy Fire Marshal shall be on call more than two (2) weeks per month or more than two (2) consecutive weeks unless exigent circumstances prevail as determined by the

Department Head or his designee.

The "additional on call" of 4 hours straight time pay per day shall be eliminated and periods of time during the calendar year when a Deputy Fire Marshal is not "on call" will be handled under the call out provisions of Article 8, Section C of this Agreement.

D. Deputy Fire Marshals shall be given ten (10) days notice of a change in work schedule, except in exigent circumstances.

E. Scheduling: Such time off will only be allowed manpower permitting. If a Deputy Fire Marshal is scheduled to work and does work on a holiday or Sunday, effective 1/1/09 he will receive double time for that day.

F. The Township agrees that Deputy Fire Marshals involved in fire investigation or hazmat incident shall have release time and facility to shower and change clothes after fire investigation/hazmat incident or release from duty if 45 minutes or less left in shift if such accommodation is reasonably required.

**ARTICLE 27**

**DISCRIMINATION AND COERCION**

A. The Township and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Township and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE 28

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Township and the Union shall immediately commence negotiations to attempt to render such application or provision valid.

ARTICLE 29

DURATION OF CONTRACT

This Agreement shall be effective as of the first day of January, 2008, and shall remain in full force and effect until midnight on December 31, 2011.

This Agreement may be reopened for successor contract negotiations by either party upon notice in writing of at least sixty (60) days, and no more than one hundred twenty (120) days prior to December 31, 2011.

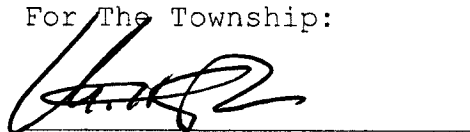
For FMBA Local 90:



Title: President

Dated: 7/13/09

For The Township:



Title: Manager

Dated: 7-13-09



Title: Executive Delegate

Dated: 7-13-09



Title: HR Coordinator

Dated: 7/13/09

Title:

Date:

Title:

Dated:

STEP	TELECOMMUNICATORS			SALARIES		
	1/1/2008	7/1/2008	1/1/2009	1/1/2010	1/1/2011	
	<u>CURRENT</u>					
1	32,137	33,435	34,706	36,094	37,466	
2	37,984	39,519	41,020	42,661	44,282	
3	38,124	40,704	42,261	43,941	45,611	
4	40,288	41,928	43,519	45,260	46,979	
5	41,506	43,183	44,824	46,817	48,388	
6	42,728	44,454	46,143	47,989	49,813	
7	44,034	45,813	47,554	49,456	51,335	
8	45,358	47,187	48,980	50,939	52,875	
9	46,718	48,603	50,450	52,468	54,462	
10	48,117	50,061	51,963	54,042	56,095	
11	49,560	51,563	53,522	55,663	57,778	
12	51,048	53,110	55,128	57,333	59,512	
13	52,578	54,703	56,781	59,052	61,295	
14	54,166	56,344	58,485	60,825	63,136	
15	55,781	58,035	60,240	62,650	65,030	
Sr. Step (+4.5%)	58,291	60,546	62,951	65,469	67,967	

Senior Step: Employees who commence their 20th year of employment from January 1 through June 30 shall move to senior step on the succeeding January 1. Employees who commence their 20th year of employment from July 1 through December 31 shall move to senior step on the succeeding July 1.

5/11/2008 1:53 PM

*(Handwritten initials)*

