1981 - 1983 AGREEMENT

MUNICIPAL EMPLOYEES ASSOCIATION

AND THE

TOWNSHIP OF EAST BRUNSWICK

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1981 - 1983 AGREEMENT

MUNICIPAL EMPLOYEES ASSOCIATION AGREEMENT and the TOWNSHIP OF EAST BRUNSWICK

THIS AGREEMENT, made this day of the Township of east Brunswick, hereinafter referred to as the EMPLOYER and the EAST BRUNSWICK MUNICIPAL EMPLOYEES ASSOCIATION, hereinafter referred to as the ASSOCIATION, has been created for the purpose of harmony and mutual understanding between the Employer and members of the Association, in order that continuous and efficient service be rendered to the community.

INTRODUCTORY STATEMENT

It is the intention of both the Employer and the Association that this Agreement effectuate the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1, et. seq. (hereinafter Chapter 303) and be construed in harmony with the rules and regulations prescribed in the Revised General Ordinances of the Township of East Brunswick, in Chapters 3, 4, and 28.

WITNESSETH:

WHEREAS, the Association has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

WHEREAS, the Employer and the Association have conducted negotiations in good faith with respect to terms and conditions of employment;

IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

SECTION A: The employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment for all employees represented by said Association.

SECTION B: Included in the negotiating unit shall be all full-time permanent employees classified in Grades one (1) through eleven (11) of the Salary Ordinance of the Township of East Brunswick and all permanent part-time employees as defined hereafter in ARTICLE VIII, SECTION H; however, it is agreed that all employees such as police officers, crossing guards, officials, heads and deputy heads of departments and agencies, members of boards and commissions, managerial executives and all supervisors having the power to hire, discharge, discipline, evaluate, promote, or effectively recommend same, are excluded from the unit.

SECTION C: The Assistant to the Administrator and Mayor, and the position of Administrative Assistant in the Office of the Administrator and Mayor shall be held by confidential employees who shall be excluded from the bargaining unit.

ARTICLE II

DUES CHECK-OFF AND REPRESENTATION FEE

SECTION A: The employer agrees to check off Association dues and assessments uniformly arrived at and turn over such money to the duly elected Treasurer of the Association bi-monthly. The Association will file authorization forms with the employer, signed by each employee prior to such deduction.

SECTION B - PURPOSE OF FEE: If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

SECTION C - AMOUNT OF FEE:

1. Notification

Prior to the beginning of each membership year, the Association will notify the Finance Director in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that total amount or that maximum percentage allowed by law.

Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

SECTION D - DEDUCTION AND TRANSMISSION OF FEE:

Notification

Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Finance Director a list of those employees who have not become members of the M.E.A. for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforementioned non-member list by the Finance Director, or
- (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

SECTION D - DEDUCTION AND TRANSMISSION OF FEE (continued)

Termination of Employment

An employee who is terminated for any reason shall only pay that portion of the annual fees of the Association due in equal installments to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will provide a list with each transmission of fees listing current members and those paying the representation fee.

5. Changes

The Association will notify the Finance Director in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Finance Director received said notification.

6. New Employees

The M.E.A. will be informed of the employment of each individual eligible for membership in the Association.

ARTICLE III

NEGOTIATION PROCEDURE

SECTION A: The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employer-Employee Relations Law 1974, and any successor changes in the law governing Public Employees of the STATE OF NEW JERSEY in a good faith effort to reach agreement. Such negotiations shall begin not later than September 1st of each calendar year.

SECTION B: The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the Mayor and Township Council and the members of the East Brunswick Municipal Employees Association for ratification, decision, or vote. Any agreement of the parties shall be reduced to writing and shall become binding.

SECTION C: Any provision of this Agreement may be changed, supplemented or altered provided both parties agree in writing.

ARTICLE IV

DISCIPLINARY ACTIONS

SECTION A: All disciplinary actions shall be in accordance with Chapter 28-11 of the Code of the Township of East Brunswick and Chapter 3, Section 14 of the Administrative Code of the Township of East Brunswick which are incorporated herein by reference as attached (Appendix D).

SECTION B: A five minute tolerance will be allowed to employees utilizing a time clock before any disciplinary action is instituted for lateness. This Section in no way precludes Management from taking disciplinary action for habitual tardiness.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION A: A grievance shall be any difference of opinion, controversy, or dispute arising between parties involving interpretation or application of any provision of this agreement, including Article XIX, Management Rights.

SECTION B: A grievance shall be processed as follows:

STEP 1: The Association steward with the employee(s) involved shall orally present the grievance to the employee(s) immediate Supervisor no later than thirty (30) calendar days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section. The response to the grievance shall be made within three (3) working days to the affected employee(s) and the Association by said immediate supervisor. The Association shall turn the grievance over to its grievance committee at this time.

STEP 2: If the grievance is not settled by Step 1, it shall be reduced to writing by the Grievance Committee and submitted to the department director of the aggrieved employee(s) unit. The answer to such grievance shall be in writing with copies to the employee(s), Grievance Committee, and the Business Administrator and shall be made within five (5) working days of its submission.

STEP 3: If the grievance is not settled by the preceding steps, then the Grievance Committee shall have the right to request that the Business Administrator act on the grievance. A written response shall be served upon the employee(s) and the Grievance Committee within seven (7) working days after the submission of the grievance.

STEP 4: If the grievance is not settled by the preceding steps, then the Grievance Committee shall have the right to request that the Mayor act on the grievance. A written response shall be served upon the employee(s) and the Grievance Committee within seven (7) working days after the submission of the grievance.

STEP 5: If no settlement of grievance has been reached by the parties, either one or both shall have the right to submit the unresolved grievance to binding arbitration. However, the action must be initiated within thirty (30) days of the time the answer was received or considered due in STEP 3. Either party may make written application to the New Jersey Board of Mediation requesting that an arbitrator be appointed to hear the grievance and make final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be submitted to the Employer and to the Grievance Committee and shall be binding and final on the parties.

SECTION C: The cost of fees and expenses for having a grievance arbitrated shall be shared equally by the Association and Employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties of this Agreement.

SECTION D: If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

ARTICLE VI

STATEMENT OF POLICY ON DISCRIMINATION

SECTION A: The Employer and Association both agree that they shall not discriminate against any employee because of race, color, sex, marital status, military service, national origin, political affiliation, age, or physical handicap (except where age or physical handicap constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities.

ARTICLE VII

SENIORITY

SECTION A: A newly appointed employee shall be considered probationary and without seniority. Seniority is defined as an employee's length of service with the Township of East Brunswick, beginning with the employee's date of hire. Upon completion of the probationary period, seniority shall be computed from date of hire and accumulate until there is a break in service.

employee An shall be considered to have tob classification seniority upon successful completion ٥f probationary period for that job. Job classification seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, discharged for cause, retires, or is laid off. Absence without leave for ten (10) days or failure to return from any leave of absence will be considered a resignation. A laid off employee who is reinstated within a two (2) year period shall have the previous seniority reinstated from the date of original hire.

SECTION B: Wherever practicable, seniority within each department shall prevail in connection with vacation schedules, shift assignments, sectional assignments, or holidays.

SECTION C: Within each department and division (i.e., Section or Bureau) overtime will be available to employees according to seniority and job description, relative to the emergency involved. Each employee will be given the right of refusal or acceptance of overtime work on a seniority rotating basis. A check-off list will be posted showing times and dates of every call.

SECTION D: All full-time, part-time, temporary, or permanent positions funded by grants, shall be posted for employee bidding. All qualified employees shall be given preference for appointment to vacant or new positions based upon seniority.

All jobs shall be filled in conformance with this Section and in conformance with Chapter 28-4 of the Code of the Township of East Brunswick which is incorporated herein by reference.

SECTION E: Each new employee shall serve a probationary period of twelve (12) months. At the completion of the fourth, eighth, and twelfth months and after receipt of a written evaluation by the employee's supervisor, the employee's Department Head shall prepare a written evaluation of the employee's performance. The evaluation shall be discussed with the employee and the employee shall sign the evaluation form. If the employee is not satisfied with the evaluation, they may state their case in writing and their statement shall be attached to the evaluation. The report shall be submitted to the Township Administrator for his approval. If, at the end of twelve (12)

months the probationary employee shall have been deemed to have successfully completed his probationary period by means of written recommendation by the Department Head and the Township Administrator, he shall be granted status as a regular employee with all rights and privileges pertaining to his employment or position. Nothing contained in this section shall be construed to prohibit the suspension or dismissal of a probationary employee at anytime during this probationary period if, in the judgement of the appointing authority, such an action would be in the best interest of the Township.

SECTION F: A three (3) month probationary period together with written evaluation at the first and second month, based on performance only, shall also pertain to an employee promoted to a higher classification. Such probationary status shall in no way affect the rights and status in the original or lower classification. Any employee who has attained full-time permanent status and transferred within grade, shall not be required to serve a probationary period.

SECTION G: When it becomes necessary for the Employer to abolish the position or the lay-off of an employee covered by this Agreement, the affected employee(s) shall be let go on the basis of "Last hired, first fired" within the Township. The employee terminated shall have all the rights enumerated in CHAPTER 28-2D and 28-3E of the Code of the Township of East Brunswick.

SECTION H: Notwithstanding anything to the contrary herein, all probationary employees shall be considered permanent employees from the date of their employment for the purpose of coverage under the Public Employees Retirement System.

SECTION I: Permanent part-time employees shall be defined as employees who work twenty (20) hours per week or more, whose salaries are budgeted in subaccount 102, who have received permanent appointment pursuant to ARTICLE VII, Sections E and F. Those temporary employees who worked more than twenty (20) hours per week for six months and who are budgeted in the following fiscal year, shall receive the same pro-rata benefits as a permanent part time employee.

SECTION J: Permanent part-time employees of the Township of East Brunswick who are included in the Association, shall receive the following pro-rated fringe benefits:

- 1. Sick Leave
- 2. Vacation Day
- 3. Personal Days
- 4. Leave Because of Death in Immediate Family
- 5. Holidays
- 6. Clothing Allowance (where applicable) pursuant to Article XIV, Section A.

ARTICLE VIII

VACATIONS

SECTION A: The following vacation schedule is agreed to and shall be taken in units of full days or half days.

Employees currently in their 1st to 5th year of service shall continue to receive 13 days of vacation.

SECTION B: For the purpose of computing years of service, any employee whose employment commences between January 1 and October 1, shall be credited with a full year of service and previous permanent part-time employment with the Township shall be accumulated and the employee shall be given credit for an equivalent amount of full-time employment. Whenever a full-time employee leaves the Township's employ for active duty in the military service of the United States or receives a leave of absence, with or without pay, the period of active duty or leave of absence shall be included in computing years of service.

SECTION C: Vacation leave for the forthcoming year shall be accrued and be credited to each permanent employee on January 1 of each year.

SECTION D: Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Administrator. No employee shall be permitted to accumulate more than 30 days of unused vacation leave. Vacation leave, subject to the approval of the department head, may be taken from time to time in units of full or half days.

SECTION E: At the time of separation from the service, an employee shall be entitled to any half or full days vacation pay accumulated and not previously used.

SECTION F: An employee shall not be eligible for vacation leave unless he has been employed for six (6) consecutive months or more. New employees shall be entitled to .92 working days of vacation leave for each month of their probationary time, up to a maximum of eleven (11) days.

SECTION G: If Management has any resources available, the employee shall have the right to sell back unused vacation days at the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of Management on or about November 1 of each calendar year.

ARTICLE IX

DEATH IN FAMILY

SECTION A: The Employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted four (4) working days off with pay.

SECTION B: The definition of immediate family includes the employee's spouse, child, parent, brother, sister, great-grandparent, grandparent, grandchild, and the brother, sister, parent, and grandparent of their spouse.

SECTION C: The Employer agrees that upon the death of the employee's or their spouse's other relatives (i.e., aunt, uncle, brother-in-law, sister-in-law, niece, or nephew) the employee will be granted one (1) day off with pay to be in attendance at those activities involved in the internment of and mourning for the deceased.

ARTICLE X

HEALTH AND INSURANCE BENEFITS

SECTION A: The present policies and practices pertaining to life insurance, accidental death and dismemberment benefits, benefits under P.E.R.S., longevity benefits, and sick leave shall be continued for the duration of this Agreement, except as herein specifically provided to the contrary.

SECTION A.1: The Employer will assume the full cost of a hospitalization program as provided by Connecticut General Insurance Company, to include hospitalization, major medical-surgical with U.C.R., and a prescription plan as provided in a proposal dated December 1980 on file in the Office of the Administrator.

SECTION B: The Employer will assume the full cost of a dental program as provided by Connecticut General Insurance Company, for the usual, customary and reasonable cost of all dental services.

SECTION C: The Employer agrees to provide health insurance for an employee and/or their dependents who either:

- A. Die while in the line of duty or dies after 20 years of municipal service;
- B. Retires after 20 years of municipal service;
- C. Retires under the disability section of the P.E.R.S. Retirement Plan.

This section applies—If no comparable health insurance is available from any other source (spouse's employment, post-retirement employment, etc.). If coverage is available from another source other than the employer, the employer reserves the right to either reimburse the employee for the cost of coverage not provided by the employer or to continue enrollment in the employer's plan.

SECTION D: The employer agrees to continue to provide disability insurance as currently provided in the first year of this Agreement. In the second and subsequent years of this Agreement, the maximum monthly payment shall be increased to \$2,000.

ARTICLE XI

SALARY AND WAGES

SECTION A: Full-time permanent employees covered by this Agreement shall receive step movement in accordance with the Salary schedules for 1981, 1982, and 1983 as attached in Appendix A, B, and C.

SECTION B: An employee's scheduled work hours cannot be changed without the payment of overtime unless there is a seven calendar day notice of change. When an employee's scheduled work hours are changed without said notice, the employee is to receive base pay plus time and one-half (1 1/2) for the newly scheduled hours. This shall not be construed to limit or affect the transfer of an employee from one job assignment to another. This paragraph shall not apply to snow emergencies or other states of emergency as may be declared by the Mayor from time to time.

SECTION D.1: The Township agrees that employees covered by this Agreement be compensated for overtime work when such work has been authorized by the Department Head or his representative at an hourly rate equal to one and one-half (1 1/2) times his equivalent rate prescribed in subsection 3-6.1 of the Personnel Policy of the Township of East Brunswick. Departmental employees on a 35-hour work week shall receive pay for the eight hours in any work day at straight time rates exclusive of lunch. Those departments on a forty (40) hour work week shall receive one and one-half (1 1/2) pay for any hours worked in excess of eight (8) hours per day. Whenever an employee is required to work the sixth and/or seventh day and/or holiday, time and one-half (1 1/2) shall be paid such employees for all hours worked on the sixth and/or seventh day and/or holiday. If an employee works on a holiday, he or she shall be entitled to an additional day off with pay. overtime is earned it is secured. In all instances, however, overtime compensation shall commence only after the employee has worked eight hours in any one work day.

SECTION D.2: In lieu of overtime, an employee, with the approval of their Department Head may choose compensatory time. One hour of compensatory time shall be granted for each hour of overtime worked when this option is exercised.

SECTION E: The Salary Schedule will be strictly adhered to for the duration of the Agreement. The only exception will be when an employee is promoted to a higher grade. An employee promoted to a higher grade shall be reduced no more than one step on the salary guide. No employee is eligible for a salary increase on January 1 of this Agreement year unless they were hired prior to October 1 of the preceding year.

SECTION F: There shall be a shift differential for Filter Plant Operators and Police Dispatchers (civilian) of fifteen (15) cents per hour for the second shift (4 P.M. to 12 Midnight) and twenty (20) cents per hour for the first shift (12 Midnight to 8 A.M.).

<u>SECTION G</u>: Effective January 1, 1981 and henceforth, pay days shall be on Friday.

ARTICLE XII

ASSOCIATION RIGHTS AND PRIVILEGES

<u>SECTION A - INFORMATION</u>: Management agrees to provide all information, in response to reasonable requests, pertaining to the employees' terms and conditions of employment as articulated in this Agreement and as may be necessary for the Association to process any grievance.

SECTION B - RELEASE TIME FOR MEETINGS: Whenever any representative of the M.E.A. or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay or any other contractual benefit to which he is entitled, such as vacation time or personal leave, etc., such activities shall be scheduled by or be scheduled with the approval of the Administrator or his designee(s). Approval as required shall not unreasonably be withheld.

SECTION C - USE OF MUNICIPAL MEETING ROOMS: The M.E.A. and its representative may schedule the use of municipal meeting rooms at all reasonable hours.

SECTION D - USE OF TOWNSHIP EQUIPMENT: The M.E.A. may use Township office and clerical machinery as may be needed at reasonable times, when such equipment is not otherwise in use. This use shall be arranged and approved by the Administrator and/or his designee(s). Such approval shall not be unreasonably withheld.

SECTION E - BULLETIN BOARDS: The M.E.A. may have exclusive use of a bulletin board at a location to be approved by the Administrator. The M.E.A. shall also be designated adequate space by each department head on all official bulletin boards that may serve notice to anyone covered by this Agreement.

SECTION F - MAIL FACILITIES: The M.E.A. may use municipal mail facilities, except postage.

SECTION G - PRESIDENT'S PRIVILEGES: During fixed times as approved by the Administrator, or his designee(s), the President of the M.E.A. shall be permitted to meet during his tour of duty with their members. Such approval shall not unreasonably be withheld.

ARTICLE XIII

HOLIDAYS

SECTION A: The following holidays with pay shall be granted to all employees covered by this Agreement:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY

LABOR DAY
COLUMBUS DAY
GENERAL ELECTION DAY
VETERAN'S DAY
THANKSGIVING DAY
CHRISTMAS DAY

SECTION B: If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

SECTION C: In addition to the above holidays, when Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day fall on a Tuesday or Thursday the following Friday or preceding Monday shall also be given off with pay as a holiday to all employees covered by this Agreement. When other holidays listed under Section A of this Article fall on a Tuesday or Thursday, an additional personal day shall be given to each employee covered by this Agreement, which day shall be administered pursuant to Article XIV of this Agreement. Martin Luther King Day shall be excluded from the provisions of this Section.

SECTION D: Upon termination of employment, an employee shall receive termination compensation for only those holidays accumulated prior to the date of termination.

ARTICLE XIV

PERSONAL DAYS

SECTION A: Each employee shall be granted four $(\frac{4}{4})$ personal days off with pay, non-cumulative, and in units of full or half days. In the first year of employment, one (1) personal day shall be accrued for each three months of employment. These four days shall be in addition to those granted in Article XIII, Section C.

ARTICLE XV

LONGEVITY PAY

SECTION A: All employees shall be entitled to the additional compensation based upon completed full years of service with the Township of East Brunswick, as of January 1st of each year as follows:

ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

2% at the end of the 5th year and start of the 6th year $\frac{4}{4}$ % at the end of the 9th year and start of the 10th year $\frac{6}{5}$ % at the end of the 14th year and start of the 15th year $\frac{8}{5}$ % at the end of the 19th year and start of the 20th year $\frac{10}{12}$ % at the end of the 24th year and start of the 25th year $\frac{10}{12}$ % at the end of the 29th year and start of the 30th year

SECTION B: The additional compensation provided for in this Section shall commence on January 1 of each year and shall be paid as part of the employee's regular wages. Any employee whose employment commences between January 1 and October 1 shall be credited with a full year of service and previous permanent part time employment with the Township shall be accumulated, and the employee shall be given credit for an equivalent amount of full time employment. Whenever a full time employee leaves the Township's employ for active duty in the Military Service of the United States or receives a leave of absence, with or without pay, the period of active duty or leave of absence shall be included in computing years of service.

ARTICLE XVI

SICK LEAVE

SECTION A: Sick leave shall mean paid leave that may be granted to each employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform all the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

SECTION B: During the first year of employment and until January 1 of the succeeding year, sick leave shall serve and be credited to each employee on the basis of one and one-quarter days of sick leave for each month of employment. Thereafter, sick leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year at the rate of FIFTEEN (15) days per year.

SECTION C: Sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one half day's pay per one full day of sick leave accumulated and not previously used.

Upon retirement from municipal service at the age of 55 and after at least twenty (20) years of service with the municipality of East Brunswick, an employee shall be eligible for pay on the basis of one full day's pay per one full day of sick leave accumulated and not previously used, to be paid by the municipality in not more than five annual installments from the date of retirement, based on salary at the time of retirement.

<u>SECTION D</u>: Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his attendance upon the ill person, quarantine restrictions, pregnancy, or disabling injuries. The term "immediate family" for the purpose of this paragraph, shall mean and refer only to the employee's spouse, child, parent, or unmarried brother or sister.

- SECTION E: A certificate from the Township physician or the employee's own physician may be required as proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Department of Health and Welfare may be required.
- SECTION F: If Management has any resources available, the employee shall have the right to sell back unused sick days at the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of Management on or about November 1 of each calendar year.

ARTICLE XVII

MISCELLANEOUS AGREEMENTS

- SECTION A: Clean, cool water and salt pills will be provided for all Public Works and Parks work details.
- SECTION B: All employees covered by this Agreement who handle hazardous chemicals in the course of their employment shall be given an annual physical examination by the Township physician; the cost of which shall be borne by the Employer.
- <u>SECTION C</u>: Custodial services will be provided for the Recreation and Public Works offices.
- SECTION D: In the future, Township cars and utility trucks for the use of employees shall have power steering, power brakes, air conditioning, automatic transmission, and AM radios.
- SECTION E: The Township Safety Committee shall assure compliance with rigorous safety standards as adopted by the Committee from time to time, based upon appropriate OSHA Safety Standards for all vehicles, equipment, and working conditions.
- SECTION F: During snow removal operations there will be a fifteen (15) minute break every four (4) hours and one-half (1/2) hour for a meal within any eight (8) hours of overtime. Furthermore, during snow removal or other such occurrences, no employee shall be required or allowed to work in excess of sixteen (16) consecutive hours.
- <u>SECTION G</u>: During the term of this Agreement every employee shall receive a copy of their current job description.
- SECTION H: The working hours of the Township uniformed employees shall constist of eight (8) consecutive hours, inclusive of lunch, startings times shall be determined by the Employer.

SECTION I: In the event of extreme heat, 90 degrees Fahrenheit, or cold, 10 degrees Fahrenheit, those employees whose duties are limited to outside activities shall be allowed a ten (10) minute relief break per hour.

SECTION J: Any employee donating blood to the East Brunswick Blood Bank shall be granted the balance of the day off, with pay, after completing the donation.

SECTION K: A permanent employee lounge containing appropriate furniture, a refrigerator, sink, and stove shall be provided by July 1, 1981, for the Municipal employees located at #1 Jean Walling Civic Center. For the lunch room at Dunhams Corner Road, (Parks and Recreation) a refrigerator, stove, sink, and table and chairs, shall be provided by July 1, 1981.

SECTION L: The Employer will reimburse employees for job-related course work at an accredited institution of higher education or at an accredited training institute when prior approval for the course work has been given by the Department Head AND Administrator.

ARTICLE XVIII

CLOTHING ALLOWANCE

SECTION A: A clothing allowance shall be provided for uniformed employees of the Water Utility, Public Works, Parks, Traffic Safety Maintenance, Buildings and Grounds Division, Public Health Nurse, Civilian Police Dispatchers, and the Animal Control Officer, in the amount of three hundred and fifty (\$350) dollars in 1981, \$375 in 1982, and \$400 in 1983.

<u>SECTION B</u>: The allowance shall be used for the purchase of uniforms to be selected by a joint management and M.E.A. Committee.

SECTION C: The allowance shall cover shirts, pants, safety shoes, OUTER jackets, gloves, parka, insulated UNDERGARMENTS, and other related items as might be included from time to time by joint agreement. In the event that there is a uniform change during the term of this Agreement, employees shall be allowed to wear the prior uniforms and thereafter all replacements purchased shall conform to the revised standards.

SECTION D: All employees not covered by a clothing allowance who request a lab coat or coveralls shall be provided one per year to be worn as appropriate with the permission of their immediate supervisor. The style and color shall be selected by the Division of Central Services pursuant to Section B of this Article.

ARTICLE XIX

MANAGEMENT RIGHTS

SECTION A: The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of each Department; (b) to hire, promote, transfer, assign, and retain employees in positions and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of each Department in situations of emergency. The Employer exercises these rights through the Revised General Standard Operating Procedures as created pursuant to Chapter 3-46.E of the Revised General Ordinances of the Township of East Brunswick.

SECTION B: Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal, State, or Municipal Law, and furthermore, nothing in this Article shall be construed to empower the Township to change, modify, or alter any of the provisions of this Agreement without the express written authorization of the Association.

SECTION C: The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer except as such right may be modified by the terms of this Agreement.

SECTION D: The Association must notify the employer as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each facility. Representatives of the Association who are not employees covered by this Agreement will not be permitted to visit the facility during working hours to discuss Association matters with employees at their work stations, unless they first receive permission from the employer or his agent. The privileges granted under this Article shall be revoked if the activities of said Association representatives impede the employer's operations.

ARTICLE XX

SAVING CLAUSE

SECTION A: Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Federal or State legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXI

DURATION OF AGREEMENT

SECTION A: This Agreement shall be retroactive to January 1, 1981 and shall extend through December 31, 1983.

SECTION B: The parties do hereby agree that they shall commence negotiations, Municipal Employee Association Negotiating teams, and the Business Administrator or his designee, for an agreement for the year 1984 on or before September 1, 1983, unless change of date is mutually agreed upon. Agreements shall be reached on or before November 30, 1983.

SECTION C: Should agreement not be reached for 1984 by January 1, 1984, all rights, privileges, and responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be signed by their duly authorized officers the day and year first above written.

AGREED:

Paul Sarnak, M.E.A. Representative

TOWNSHIP OF	F EAST BRUNSWICK
William F Fol	Flizahert Kiss
William F. Fox, Mayor	Elizabeth Kiss, Township Clerk
MUNICIPAL EMP	LOYEES ASSOCIATION
Charlene craun	ann Vojer
Charlene Haun, M.E.A. President	Ann Vojir, M.E.A. Representative
Early In Topolisan	Penn Dareti
Edith Laffey, M.E.A. Representative	Peggy Wolff, M.E.A. Representative
Charles M. auth	Javil IV. Blums
Chuck/Garrett, M.E.A. Representative	David Blumig, M.E.A. Representative
Vaul Samuel	William Muchalla

William Michalski, M.E.A. Representative

APPENDIX A

1981 Proposed Salary Schedule - M.E.A

Grade w 9,380 Step 1 10,978 8,776 9,970 8,277 11,516 10,462 13,560 12,094 12,991 12,604 Step 2 9,077 11,648 11,058 9,698 12,248 12,872 15,062 13,220 10,368 13,806 14,387 11,028 9,587 Step 3 13,824 12,467 13,134 11,797 10,313 16,429 14,881 14,225 15,654 13,286 11,690 12,536 Step 4 17,795 14,778 15,230 14,020 10,928 10,098 16,921 15,958 13,276 Step 5 11,541 16,235 12,350 14,106 14,907 10,609 19,130 15,731 18,187 17,034 12,157 Step 6 13,009 14,015 11,119 14,926 15,793 20,480 19,461 18,110 17;,240 16,684 Step 7 12,772 21,846 20,727 19,186 18,244 17,637 16,679 15,745 14,754 13,668 11,629 17,565 Step 8 23,213 15,493 13,387 12,140 21,994 20,262 19,250 16,565 14,328 18,591 Step 9 24,579 14,001 23,260 21,337 20,255 19,544 18,451 17,385 16,232 14,987 12,650

APPENDIX B

1982 Proposed Salary Schedule - M.E.A.

11 13,560 15	10 12,991 14	9 12,604 13		8 12,094 13				9,970 10,462 10,978 11,516 12,094	9,380 9,970 10,462 10,978 11,516 12,094	8,776 9,380 9,970 10,462 10,978 11,516 12,094	8,277 8,776 9,380 9,970 10,462 10,978 11,516 12,094
15,062 16,840	14,387 16,045	13,806 15,253	13,220 14,581		12,872 14,170		•				
0 18,240	5 17,344	3 16,357	1 15,611		0 15,147						0 2 9 2 4 1
19,704	18,733	17,545	16,722		16,203	15,354 16,203	14,529 15,354 16,203	13,674 14,529 15,354 16,203	12,721 13,674 14,529 15,354 16,203	11,887 12,721 13,674 14,529 15,354 16,203	10,927 11,887 12,721 13,674 14,529 15,354 16,203
21,094	20,045	18;,834	17,930		17,351	16,425 17,351	15,523 16,425 17,351	14,576 15,523 16,425 17,351	13,529 14,576 15,523 16,425 17,351	12,643 13,529 14,576 15,523 16,425 17,351	11,564 12,643 13,529 14,576 14,576 15,523 16,425
22,501	21,349	19,953	18,974		18,342			15,344 16,375 17,346 18,342	14,215 15,344 16,375 17,346 18,342	13,283 14,215 15,344 16,375 17,346	12,094 13,283 14,215 15,344 16,375 17,346
24,142	22,874	21,478	20,405		19,706	18,619 19,706	17,559 18,619 19,706	16,423 17,559 18,619 19,706	15, 188 16, 423 17, 559 18, 619 19, 706	14, 190 15, 188 16, 423 17, 559 18, 619 19, 706	12,868 14,190 15,188 16,423 17,559 18,619
26,054	24,656	23,257	22,078		21,303	20,112	18,950 20,112 21,303	17,693 18,950 20,112 21,303	16,336 17,693 18,950 20,112 21,303	15,261 16,336 17,693 18,950 20,112 21,303	13,789 15,261 16,336 17,693 18,950 20,112 21,303

APPENDIX C

1983 Proposed Salary Schedule - M.E.A.

10	9 & ,	7 6	5 1 =	ω N	-	Grade
12,991 13,560	12,094 12,604	10,978 11,516	9,970	9,380	8,277	Step 1
14,387 15,062	13,220 13,806	12,248 12,872	11,058 11,648	9,698	9,077	Step 2
16,045 16,840	14,581 15,253	13,462 14,170	12,164 12,813	11,304	9,827	Step 3
17,650 18,003	16,039 16,778	14,808 15,587	13,301	12,434	10,810	Step 4
19,078 19,579	17,172 17,993	15,808 16,662	14,134 14,980	13,180	11,385	Step 5
20,606	18,394 19,300	16,889 17,823	15,041 15,982	13,076	12,020	Step 6
22,050 23,111	19,723 20,717	17,885 19,086	16,034 17,075	14,882	12,720	Step 7
23,484	20,871	19,081 20,176	16,878 18,013	14,611	13,303	Step 8
26,943	23,716	21,157 22,373	18,715 19,973	17,338	14,752	Step 9

APPENDIX D

DISCIPLINARY ACTIONS AND HEARING PROCEDURE

An eciplinary actions must be reported by management personnel to the A. within two days of the action, pursuant to Article III, Section Bol be M.E.A. contract.

Hearing Procedure.

Hearing Procedure for Municipal Employees not Covered by Revised Statutes 40A:14-147

SECTION I. Right to a Hearing. Whenever a permanent employee not covered by the provisions of Revised Statutes 40A:14-17 (hereinafter referred to as "employee") is subject to disciplinary action pursuant to Section 28-20 of the Code of the Revised General Ordinances of the Township of East Brunswick, said employee shall be entitled to a hearing based upon a written complaint(s) setting forth the charge(s) against said employee.

Purfose of a Hearing. The purpose of a hearing is to determine the truth of falsity of the Charge(s) stated in the written complaint(s) referred to above. If the employee is found guilty of any one or more of the charges, they may be reprimanded, fined, required to make restitution, suspended, demoted or removed from employment (or any combination thereof) pursuant to Section 28-II of the Code of the Township of East Brunswick.

SECTION III. Complaint Defined. The complainant under this disciplinary procedure who may file charges pursuant to Section III of this procedure shall be and can only be an employee classified in Grade 12 and above by the Salary Ordinance of the Township of East Brunswick or a Sergeant, Lieutenant or Captain of the East Brunswick Department of Public Safety.

SECTION IV. Filing of Complaint. Complaint(s) shall be filed in the office of the individual having charge of the Department (as defined in SECTION XII of this procedure) wherein the compaint(s) is made. Complaint(s) shall be filed no more than ten (10) working days after the date of the alleged act of wrongdoing or the discovery of the alleged act of wrongdoing as set forth in the complaint. The Department Head shall set a date for a hearing, if required. Said hearing shall not be scheduled sooner than five (5) working days nor later than 30 working days after the filing of the complaint(s). The employee shall be notified in writing of the date set for the hearing and the employee shall receive at the same time a copy of the written complaint stating the charge(s) against said employee. If the employee holds a position in salary grades 1 through 11, the Municipal Employee's Association shall be notified in the same manner and at the same time.

SECTION V. Waiver of Hearing. An employee may waive a hearing upon notification by properly endorsing the Notice of Hearing on Departmental Charges, and thus submit to the disposition of the charge(s)against said employee at the discretion of the Department Head.

SECTION VI. Closed Hearing. All hearings on departmental charges shall be closed to all but the employee; the complainant; the attorney for both, if they choose to be represented; a representative of the Municipal Employees Association, if the employee wishes a Municipal Employee Association representative to be present; and the Department Head; except as may be required pursuant to SECTION VII of this Procedure. If either the complainant or the employee chooses to be represented by an attorney, he shall inform the other party in writing of this fact in advance of the Hearing. The employee may request an open hearing by endorsing the Notice of Hearing on Departmental Charges and by returning it to the Department Head within three(3) working days of the date of the Notice of Hearing on Departmental Charges.

SECTION VII. Hearing Procedure. The hearing proceedings shall be informal. The Department Head shall render a decision based upon the written complaint, the written response of the employee (if any)and those statements made during the hearing. The complainant, employee or Department Head may call in any person having knowledge of the matter under discussion before the hearing. All parties to the hearing may produce witnesses and may interview any witness produced.

SECTION VIII. Record of Hearing. If a verbatim transcript of the hearing is requested by any party to the hearing, the cost of that record shall be borne by the party to the hearing requesting that record. If no verbatim transcript is requested, the maintenance of a record of the hearing shall be at the individual discretion of the parties involved.

SECTION IX. Notification of Hearing Decision. Within ten (10) working days of the completion of the hearing, the Department Head shall notify the complainant, the employee and the Municipal Employees Association of their decision based upon the written charges, stating a finding of fact and a determination of disciplinary disposition based upon those findings of fact, indicating the extent and reason for the punishment employed, if any. In no case shall the Department Head's notification of decision to the employee, complainant and the Municipal Employees Association be made less than two (2) days before the start of the disciplinary action, if any.

SECTION X. Suspension Pending a Hearing. Subject to Sections 3-46A and 3-54, A(2) of the Code of the Township of East Brunswick, this hearing procedure in no way alters the right of the Department Head or Business Administrator to temporarily suspend an employee prior to the hearing; pursuant to Section 28-11, E(1)which states:

"The appointing authority may, when in its opinion the circumstances surrounding disciplinary charges pending against a permanent employee are sufficiently serious, temporarily suspend such employee until final decision is reached."

In no case, however, shall any other disciplinary action be taken until after the requirements of this hearing procedure have been met.

SECTION XI. <u>Suspension or removal</u>. In no case may an employee be suspended or removed from employment without the approval of the Mayor and the Business Administrator(pursuant to Sections 3-46A and 3-54, A(2) or without the approval of such other agent or agencies as required by law.

SECTION XII. Department Heads Defined. For the purpose of this procedure Department Heads shall be:

- 1. Business Administrator: All divisions of the Department of Administrative Services, except the Division of Central Services, but including employees of the Municipal Clerk and the Municipal Judge.
- 2. Assistant Business Administrator: Department of Administrative Services: Division of Central Services. (Delegated pursuant to Section 3-53 of the Code of the Township of East Brunswick.
- 3. Director of Finance: All Divisions of the Department of Finance.
- 4. Director of Public Safety: All Divisions of the Department of Public Safety.
- 5. Director of Health, Environment and Welfare: All Divisions of the Department of Health, Environment and Welfare.
- 6. Director of Law: All Divisions of the Department of Law.
- 7. Director of Recreation, Parks, Public Works: All Divisions of the Department of Recreation, Parks, and Public Works.

- 8. Director of Planning & Community Development: All Divisions of the Department of Planning and Community Development.
- 9. In those cases where the complainant is a Department Head other than the Business Administrator, the Department Head for the purpose of this procedure shall be the Business Administrator.
- 10. In those cases where the complainant is the Business Administrator, the Department Head for the purpose of this procedure shall be the Mayor.

SECTION XIII. Appeal. There shall be no appeal from the decision of the Department Head. Review by the Mayor and Administrator in the case of suspension and removal, pursuant to Sections 3-46A and 3-54,A(2)of the Code of the Township of East Brunswick, shall not constitute an appeal and there shall be no hearing. Review by the Mayor and the Administrator shall be based upon the written record and their review shall take place prior to notification of the hearing decision pursuant to Section IX of this procedure.

SECTION XIV. Central Service Notification. At the conclusion of a hearing procedure a copy of all written material required or allowed shall be filed with the Personnel and Benefits Coordinator of the Division of Central Services.

SECTION XV. Effective Date. Pursuant to Section 3-46E of the Code this hearing procedure shall become effective immediately.

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August 5, 1981

BETWEEN:

TOWNSHIP OF EAST BRUNSWICK AND MUNICIPAL EMPLOYEES ASSOCIATION

SUBJECT:

FILTER PLANT SCHEDULE

This memorandum shall serve as a record of agreement to amend the 1981-1983 agreement between the Township of East Brunswick and the Municipal Employees Association. The terms of this agreement shall apply to the Water Utility Filter Plant Operators only. This agreement shall not apply to any other Municipal employees except as may be subsequently agreed upon by both parties. This agreement shall cover a period commencing immediately and extending until December 31, 1981. If the conditions so outlined in this agreement are satisfactory and both parties wish to extend the agreement for the remaining two years of the 1981-1983 MEA Contract, then a decision must be made during the first week of December, 1981. If either party wishes to terminate or extend the agreement for a longer period of time, they must notify the Director of Finance during the week of November 30, 1981 through December 4, 1981. Disagreement or satisfaction by either party should be in written form with copies going to all parties involved.

This agreement will amend Article VII, Section B of the 1981-1983 MEA Contract to eliminate the practice that seniority shall prevail in connection with vacation schedules, shift assignments and sectional agreements or holidays for Filter Plant Operators. It will be the responsibility of the two Filter Plant operation teams to work out their vacation schedule and submit those to the Water Superintendent for approval. The seniority of members on one team will have no bearing on vacation schedules or plans of the other team. This agreement will also amend Article XI, Section D.1 of the 1981-1983 MEA Contract so that the provisions of overtime compensation shall commence only after an employee has worked ten hours during a normal shift and 12 hours whenever an employee is covering the vacation or personal days for a member of his assigned team. The provision delineating eight hours per day as contained in Article XI, Section D.1 does not apply to the Filter Plant Operators. Also amended is Article XVII, Section H to define the working hours of the Filter Plant's Operators, Team "A" and "B", as a normal ten hour shift inclusive of lunch. Starting time shall be determined by the employer. The amending of these three sections is to provide for the mutually agreed upon conditions listed below:

The six operators staffing the East Brunswick Filter Plant Production Facility shall be divided into two teams - "A" Team and "B" Team. Each team will be responsible to cover the vacation schedules for the members of their own team and during vacation or scheduled personal days, the employees who cover for their fellow members of the team will not receive overtime pay. When one member of the three operator team is on vacation, the remaining two employees of that particular team will each work twelve (12) hour shifts and receive no premium pay during those times. The provisions of this amendment apply only to those times when employees are required to work more than ten (10) hours in any given day to provide personnel coverage for prior scheduled personal or vacation days.

Each team will be responsible to coordinate their vacation schedules so as to limit the degree of inconvenience caused to other members of the team and schedule those vacation days sufficiently in advance so as to provide each scheduled vacation and personal days. If an employee is sick and a member of the team must cover for that employee or a member of another team is called in to work, the employees will receive time and one-half pay in accordance with the standard agreement.

The additional hours worked to provide the coverage of personal and vacation and makeup days. The time normally spent on makeup days will now be used to provide the manpower coverage for vacation and scheduled personal days.

Charlene Haun, President

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Administrator

greed to by:

L. Mason Neely Director of Finance

Superintendent of Water Production
Michael Opaleski Michael Fedak

Donald Hansen

	- Apol boomves
	Mark Sedlak
	Kevin Meyer
·	Robert McGuire

/ MEMORANDUM OF AGREEMENT

✓ April 11, 1983

BETWEEN:

TOWNSHIP OF EAST BRUNSWICK AND

MUNICIPAL EMPLOYEES ASSOCIATION

SUBJECT:

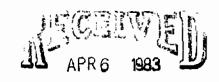
CIVILIAN POLICE DISPATCHER SCHEDULE

This memorandum shall serve as a record of agreement to amend the 1981-1983 Contract between the Township of East Brunswick and the Municipal Employees Association. The terms of this agreement shall apply to Public Safety Civilian Police Dispatchers only. This agreement shall not apply to any other Municipal employees except as may be subsequently agreed upon by both parties. This agreement shall cover a period commencing immediately and extending until December 31, 1983. If either party wishes to terminate the agreement, it shall be in written form with copies to all parties involved.

Police Dispatchers will be assigned to a modified five (5) day work schedule with two (2) days off. This modified work schedule will consist of five weeks when a dispatcher will work five (5) days and off two (2) days. The sixth week, a dispatcher will again work five (5) days, however will receive three (3) days off. It is recognized that in order to rotate, among dispatchers, days of the week that are scheduled days off, it is necessary to insert the three (3) days off at one period.

As a result of this modified schedule, each dispatcher will work five (5) days less per year then they had under the existing schedule.

This agreement shall amend Article XI, Section D.1, of the 1981-1983 M.E.A. Contract, whereby if a dispatcher works on a holiday, the dispatcher shall be entitled to an additional day off with pay. The additional day off shall be returned to the Section Commander, up to a maximum of five (5) days during the course of each year, with each dispatcher being required to work five (5) holidays during the course of a year.



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Whereas this agreement shall be in effect for less than one year, pending its renewal, the holidays to be returned will be in proportion to the three days off period, scheduled for the remainder of the year. Upon approval by both parties to continue the agreement in future years, the five (5) holidays return shall prevail.

AGREED TO BY:

John H. Bunyon, Administrator

Ann Vojir, President, M.E.

Thomas P. Tyrrell, Dir Public Safety

Robert Dorrell, Dispatcher

Captain Robert E. Joy

Dennis Haggarty, Dispatcher

Debbie Marazo, Dispatcher

Joan Petersen, Dispatcher

Theresa Romagna, Dispatcher

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