

**LIBRARY**  
Institute of Management and  
Labor Relations

JUL 14 1988

**RUTGERS UNIVERSITY**

1988 - 1989 AGREEMENT

[REDACTED]

AND THE

[REDACTED]

East Brunswick, Township, N.J.

Jan. 1, 1988 - Dec. 31, 1989

I N D E X

<u>ARTICLE</u>	<u>PAGE NO.</u>
PREAMBLES	-
ARTICLE I RECOGNITION	1
ARTICLE II DUES CHECK-OFF AND REPRESENTATION FEE	1
ARTICLE III NEGOTIATION PROCEDURE	4
ARTICLE IV DISCIPLINARY ACTIONS	5
ARTICLE V GRIEVANCE PROCEDURE	6
ARTICLE VI STATEMENT ON POLICY AGAINST DISCRIMINATION	8
ARTICLE VII SENIORITY	9
ARTICLE VIII VACATIONS	12
ARTICLE IX DEATH IN FAMILY	13
ARTICLE X HEALTH AND INSURANCE BENEFITS	14
ARTICLE XI SALARY AND WAGES	15
ARTICLE XII ASSOCIATION RIGHTS AND PRIVILEGES	19
ARTICLE XIII HOLIDAYS	20
ARTICLE XIV PERSONAL DAYS	21
ARTICLE XV LONGEVITY PAY	22
ARTICLE XVI SICK LEAVE	23
ARTICLE XVII MISCELLANEOUS	25
ARTICLE XVIII CLOTHING ALLOWANCE	27
ARTICLE XIX MANAGEMENT RIGHTS	28
ARTICLE XX SAVING CLAUSE	29
ARTICLE XXI PART-TIME EMPLOYEES	30
ARTICLE XXII LAYOFFS AND RECALLS	31
ARTICLE XXIII DURATION OF AGREEMENT	33
APPENDIX A M.E.A. JOB TITLES	34
APPENDIX B 1988 SALARY SCHEDULE - M.E.A.	36
APPENDIX C 1989 SALARY SCHEDULE - M.E.A.	37

1988 - 1989 AGREEMENT  
MUNICIPAL EMPLOYEES ASSOCIATION  
AND THE  
TOWNSHIP OF EAST BRUNSWICK

THIS AGREEMENT, made this 5th day of July in the year 1988 by and between 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.

WITNESSETH:

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 whose titles are set forth in Appendix A.

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 XXI, SECTION A; and excluding all other employees.

SECTION C: The following positions shall be held by confidential employees who shall be excluded from the bargaining unit:

Administrative Assistant, Office of the Mayor & Administrator  
Executive Secretary, Office of the Mayor & Administrator  
Executive Secretary, Personnel Office  
Administrative Assistant, Office of the Township Clerk (Deputy Clerk)

## 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.

##### 2. 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:

##### 1. 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.

## 2. 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.

## 3. 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.

## 7. Hold Harmless

Provided the employer has met its obligations pursuant to this Article, the Association shall hold the employer harmless against any and all claims.

ARTICLE III

NEGOTIATION PROCEDURE

SECTION A: The parties agree to enter into collective negotiations over a successor agreement in accordance with law.

SECTION B: The final agreement of 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: No provision of this Agreement may be changed, supplemented or altered, except as agreed to by both parties in writing.

ARTICLE IV

DISCIPLINARY ACTIONS

SECTION A: No employee shall be disciplined or discharged without just cause.

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. DEFINITIONS:

1. 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.
2. Grievances arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect mandatorily negotiable terms and conditions of employment and are management prerogatives and non-mandatory subjects for negotiations and grievances arising out of the application or interpretation of statutes or administrative regulations expressly or impliedly incorporated in this Agreement may not proceed to binding arbitration.

#### SECTION B. PROCEDURE:

A grievance shall be processed as follows:

A grievance must be presented no later than thirty (30) 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.

All references to days herein shall mean working days, exclusive of Saturdays, Sundays, and holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Association to proceed to the next Step of the Procedure.

Grievances shall only be processed on the approved form mutually agreed upon by the parties for such purpose.

STEP 1: The grievance shall be reduced to writing by the Association and submitted to the Department Director. The answer to such grievance shall be in writing to the Association and shall be provided within ten (10) days of the submission of the grievance. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought.

STEP 2: If the grievance is not settled at Step 1, then the Association shall, within ten (10) days of the due date of the Step 1 response, submit the grievance to the Business Administrator. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. A written response shall be provided by the Business Administrator within ten (10) days of its submission.



STEP 3: If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A(2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within twenty (20) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties.

SECTION C:

The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the 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 Association.

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 AGAINST 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 or the lack thereof.

## ARTICLE VII

### SENIORITY

#### SECTION A:

1. Seniority shall be defined as an employee's term of continuous service with the Township calculated as full-time equivalent service, including prorated part-time service.
2. Seniority may be lost by a "break in service". A break in service shall occur whenever an employee resigns, is discharged for cause, or retires. Seniority shall not be earned during a period of layoff but, a layoff shall not be deemed a break in service resulting in the loss of seniority. In the event an employee returns to the employ of the Township following a break in service no credit for any prior seniority shall be awarded.
3. Seniority shall be earned during military service as required by the prevailing law at the time of the military service.
4. Seniority shall not be earned during any period of suspension from employment, whether with or without pay, by reason of disciplinary action.

SECTION B: Probationary employees shall have no seniority and may be terminated during their probationary period without recourse. Upon completion of the probationary period, employees shall be credited with Township and Job Title seniority retroactive to the date of initial hire.

SECTION C: All full-time, part-time, or temporary positions including 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 D:

1. Each new employee shall serve a probationary period of twelve (12) months.
2. Each probationary employee shall be evaluated at least twice during their probationary period; the first evaluation shall occur during the employee's first six (6) months of employment.
3. Evaluations shall be reviewed with the employee. The employee shall sign for receipt of each evaluation form and be given a copy.

4. The employee shall have the right to submit a written response to the evaluation. Said response shall be attached to and become a part of the evaluation.
5. After the completion of the twelfth month, the employee shall be deemed permanent.
6. A probationary employee may be discharged without the application of Article IV, Section A.

SECTION E:

1. Promoted employees shall serve a three (3) month probationary period.
2. Such employee shall be evaluated monthly in writing.
3. The provisions of Section E, 3 and 4 alone shall apply.
4. During the promotional probationary period, the employee shall retain all seniority rights of the job title from which they were promoted. Seniority shall accrue in the job title from which the employee is promoted during the promotional probationary period.
5. Whenever practicable, within each department, seniority shall prevail in connection with vacation schedules, shift assignments, sectional assignments or holidays.

SECTION F: An employee who has achieved permanent employment status shall receive credit for time worked for the Township as a temporary, seasonal and/or "co-op" employee. This time for which credit is granted must be continuous and contiguous to appointment to permanent employment status and be not less than 400 hours.

SECTION G: When an employee is on unpaid leave of absence for a period in excess of 22 work days or 30 calendar days, the employee will not accrue time towards seniority for the period equal to the unpaid leave.

This will not apply to an employee who is out on Maternity Leave. Defined Maternity Leave is that period of time the employee is under the doctor's care. Once the employee is released from the care of the doctor and desires additional time off for child care, the employee must request an unpaid leave of absence. During this voluntary period of unpaid leave or child care leave, the employee will not accrue his/her time towards seniority or longevity.

Said unpaid leave may or may not affect the longevity and/or vacation accrual of the employee. The determining factor shall be whether or not said leave takes the employee beyond the benchmark date for accrual (July 1 or October 1 depending on date of hire). Should the leave extend beyond such date, accrual should be postponed for one year.

This provision becomes operational as of the date the contract is signed and shall be prospectively applied.

SECTION H: Overtime shall be distributed equitably on the basis of seniority and job description. Should volunteers be unavailable for overtime, the Township shall have the right to direct overtime in inverse order of seniority on a rotating basis. During an emergency, as declared by the Township Administrator or the department head, it will not be necessary to request volunteers for overtime. Employees will be directed to work overtime in order of seniority on a rotating basis. An emergency shall include snow and/or ice storms, water main breaks, hurricanes, spills, or other disasters that result in damage or hazardous conditions that may impede or affect public safety. In order to be eligible for any overtime, the employee must be qualified to perform the work. A check-off list will be posted showing times and dates of every call.

ARTICLE VIII

VACATIONS

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

0-1 year of completed service.....	.92 days/month
Start of 2nd year to end of 5th year of completed service.....	11 days
Start of 6th year to end of 9th year of completed service.....	16 days
Start of 10th year to end of 14th year of completed service.....	21 days
Start of 15th year to end of 19th year of completed service.....	26 days
Start of 20th year to end of 24th year of completed service.....	31 days
Start of 25th year and over.....	36 days

SECTION B: For the purpose of computing years of service, any employee whose employment commences between January 1 and July 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 pay, the period of active duty or leave of absence shall be included in computing years of service. With regard to unpaid leaves of absence, accrual shall be determined as set forth in Article VII, Section G.

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, an employee shall be entitled to payment for unused vacation as follows:

1. Separation due to death or retirement, employee or estate shall receive full pay for all unused vacation days, fully credited as of January 1 of that year.
2. Separation due to any reason other than those specified above, employee shall receive full pay for all unused vacation days, prorated from January 1 to the date of separation.

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 50% of 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, mother or step-mother, father or step-father, brother, sister, grandparent, great-grandparent, grandchild, son-in-law, daughter-in-law, 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 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: Current levels of health, hospitalization, and major medical insurance will be maintained.

SECTION B: Current levels of dental and orthodontia insurance will be maintained.

SECTION C: Current levels of prescription plan will be maintained.

SECTION D: Current levels of disability insurance will be maintained.

SECTION E: In accordance with NJSA 40A:10-23, current levels of benefits under Section A, B and C shall be provided to any employee who retires:

- a. After 25 years or more service with the Township, or
- b. After having reached the age of 62 or older with at least 15 years of service with the Township.

It is understood that should the statute be amended during the term of the contract to permit payment for said benefits with less than 25 years service, the contract shall be so amended provided that the minimum years of service shall not be less than 20 years.

Current levels of benefits under Section A, B and C shall be provided to the employee's dependents in the event the employee:

- a. Dies in the line of duty, or
- b. Dies after twenty-five (25) years municipal service with the Township of East Brunswick.

This Section (E) applies:

1. If no comparable health insurance is available from any other source (spouse's employment, post-retirement employment, etc.), or
2. 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.



## ARTICLE XI

### SALARY AND WAGES

SECTION A: Full-time and part-time permanent employees covered by this Agreement shall be paid in accordance with the Salary Schedules in Appendices B and C.

SECTION B: An employee's scheduled work hours cannot be changed without the payment of overtime unless there is a seven (7) 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 C: The Township agrees that employees covered by this Agreement shall be compensated for overtime work when such work has been authorized by the department head or his/her representative at an hourly rate equal to one and one-half (1 1/2) times his/her regular hourly rate. Departmental employees on a 35-hour work week shall receive pay for the eight (8) 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. Once overtime is earned it is secured. In all instances, however, overtime compensation shall commence only after the employee has worked eight (8) hours in any one work day.

SECTION D: In lieu of overtime, an employee, with the approval of their department head, may choose compensatory time. One and one half (1 1/2) hours of compensatory time shall be granted for each hour of overtime worked when this option is exercised. In all instances, however, such compensatory time shall commence only after the employee has worked eight (8) hours in any one work day.

SECTION E: The Salary Schedule will be strictly adhered to for the duration of the Agreement.

1. No employee is eligible for a salary increase on January 1 of any Agreement year unless they were hired prior to July 1 of the preceding year. This applies to all employees hired after January 1, 1986.
2. In the event a new employee is hired for a position, the salary shall not exceed 70% of the difference between the minimum and maximum salary rates for the appropriate grade. In the event the Township deems it necessary to pay higher than 70% of the difference between the minimum and maximum salary rates, the Township shall negotiate such change with the MEA.

### 3. Reclassifications and Promotions

- a. Reclassification by Petition. In the event an employee upon petition is reclassified upward in grade, the employee's salary shall be adjusted by providing a 3% to 10% increase per grade changed. The new salary shall fall within the new grade's minimum and maximum. The specific increase within the range shall be determined by the employer and shall take effect immediately.
- b. Systematic Reclassification. In the event an employee is reclassified in grade as the result of a systematic reclassification the following shall occur.
  - i. If the employee is reclassified upward in grade, the employee's salary shall be adjusted by providing a 5% increase per grade changed.
  - ii. If the employee is reclassified downward in grade and
    - If the employee's salary is within the range of the new grade, then no change will occur.
    - If the employee's salary is greater than the maximum of the new grade, then the employee will receive 50% of the increase available to other employees at maximum until the employee's salary is equal to the maximum permitted in the new grade.
    - If the employee moves from another sector of Township government and if the employee's salary exceeds the maximum of the grade by less than \$1,500, the procedure set forth in the previous paragraph applies.
    - If the employee moves from another sector of Township government, and if the employee's salary exceeds the maximum of the grade by \$1,500 or more, the employee's salary shall not increase, no matter what other contractual provisions may exist until it is less than \$1,500 above the maximum of the range at which time the procedure in 3(b)ii, subparagraph 2 above shall apply.
- c. Promotions. In the event an employee is promoted to a position of a higher grade, the salary shall be set by providing a 3% to 10% increase per grade changed. The new salary shall fall within the new grade's minimum and maximum. The specific increase within the range shall be determined by the employer and shall take effect immediately.

SECTION F:

1. Individual salary adjustments may be considered through a bilateral negotiation process between the MEA and the Township.
2. The primary reason for consideration of any salary adjustment request is the recognition that the salary is significantly at variance with the job market, making the retention and/or hiring of personnel difficult.
3. The Township and/or the MEA may request such an adjustment and both parties must agree on the resolution. No member of the MEA may be considered for an adjustment more than once a year. Individual MEA members may not make an adjustment request. The MEA is permitted this process through its right to negotiate with the Township with regard to wages, hours and other terms of employment.
4. All discussions are confidential and no membership votes will take place on individual salary adjustment decisions.

SECTION G: There shall be a shift differential for shift workers of 17.5 cents per hour for the second shift (4 P.M. to 12 Midnight) and 22.5 cents per hour for the first shift (12 Midnight to 8:00 A.M.).

SECTION H: Pay days shall be bi-weekly on Friday; unless the Friday is a holiday, in which case pay day shall be the last work day preceding the holiday.

SECTION I: The base rate shall be determined by dividing the employee's weekly rate, including longevity, by the number of hours in the employee's prescribed normal weekly schedule.

SECTION J: The salary of an employee who is absent from work due to an unpaid leave of absence shall be frozen at the time the employee begins the unpaid leave of absence. Upon return to work, the employee shall be placed in a grade appropriate to the position to which he is returning and at the employee's prior salary. This provision shall not apply to those employees who take an unpaid leave of absence for purposes of maternity leave.

SECTION K: The parties will abide by the Fair Labor Standards Act (FLSA) requirements governing administration of overtime and standby pay. For purposes of this Article, all contractual days off and/or time off shall be considered as time worked.

SECTION L. If an employee works on a holiday, in addition to compensation for the holiday, (Article XIII, Section C) and as specified in Section C of this Article (Overtime Compensation), he or she shall be entitled to an additional day off or additional time off, with pay in accordance with the following:

1. An employee working any amount of time on the following holidays shall receive an additional seven-(7) or eight-(8) hour day off with pay, depending on the work schedule. Said day shall be administered as any other compensatory day off:

New Year's Day	(Day of Occurrence)
Independence Day	(Day of Occurrence)
Labor Day	(Day of Occurrence)
Thanksgiving Day	(Day of Occurrence)
Christmas Day	(Day of Occurrence)

2. An employee working on any other holiday as provided in Article XIII of this Agreement, aside from those listed above, shall be entitled to additional time off with pay in an amount equal to the amount of time actually worked on said holiday, but not more than a normal workday (7 or 8 hours depending on work schedule). Said time shall be administered as any other compensatory time off.

## ARTICLE XII

### ASSOCIATION RIGHTS AND PRIVILEGES

SECTION A - INFORMATION: Management agrees to provide all relevant 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/she 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/her designee(s). Approval 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 equipment, excluding supplies, 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/her 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 in order to 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 the 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	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
LINCOLN'S BIRTHDAY	GENERAL ELECTION DAY
WASHINGTON'S BIRTHDAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE 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. This shall not apply to any employee hired after January 1, 1985. 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.

SECTION E: Any employee scheduled or called into work on Easter Sunday shall receive holiday pay for all hours worked or two hours; whichever is greater.

ARTICLE XIV

PERSONAL DAYS

SECTION A: Each employee shall be granted four (4) personal days off with pay, non-cumulative, and in units of full or half days. During the remainder of the first calendar year of employment, one (1) personal day shall be accrued for each three (3) months of employment. This four (4) 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  
4% at the end of the 9th year and start of the 10th year  
6% at the end of the 14th year and start of the 15th year  
8% at the end of the 19th year and start of the 20th year  
10% at the end of the 24th year and start of the 25th year  
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 July 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 pay, the period of active duty or leave of absence shall be included in computing years of service. Hire dates and credit for years of service for those employees hired prior to June 1, 1986 shall be unaffected by this provision. With regard to unpaid leaves of absence, accrual shall be determined as set forth in Article VII, Section G.



## ARTICLE XVI

### SICK LEAVE

SECTION A: Sick leave shall be paid leave which 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:

1. For all employees hired prior to June 1, 1986, sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, excluding discharge for just cause, 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 "Service Retirement" or upon "Ordinary Disability Retirement" or upon "Accidental Disability Retirement," all of which are defined more specifically by the Public Employees Retirement System, 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.
2. Any employee hired on or after June 1, 1986 shall be entitled to the accumulation of sick leave without limit during the employee's term of service. At the time of separation from service or retirement, excluding discharge for just cause, said employee shall be eligible for pay for unused accumulated sick leave on the basis of 1/2 day's pay per one (1) full day of sick leave accumulated and not previously used up to a maximum payment not to exceed \$10,000 per employee.

SECTION D: 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 Employer's 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 shall be required.

SECTION F: If management has any resources available, the employee shall have the right to sell back unused sick days at 50% of 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 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.

SECTION C: Custodial services will be provided for the Recreation, Public Works and Parks offices.

SECTION D: In the future, Township cars and utility trucks for the use of employees shall have, to the extent available through the dealer or manufacturer, 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. Effective November 6, 1986, the Public Employees Occupational Safety and Health Act (PEOSHA) will be in effect.

SECTION F: During snow removal operations there will be a fifteen minute break every four hours and one-half (1/2) hour break 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.

SECTION G: 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 consist of eight (8) consecutive hours, inclusive of lunch, starting 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 for the Municipal employees located at 1 Jean Walling Civic Center. For the lunch room at Dunhams Corner Road (Parks), a refrigerator, stove, sink, and table and chairs, shall be provided. For Public Works, the lunch room, its furnishings, refrigerator, sink and microwave shall continue to be provided for the term of this contract.

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 Township in the amount of \$490 in 1988 and \$495 in 1989. One half (1/2) to be available January 30th of each year and the remaining one half (1/2) to be available upon adoption of the year's budget.

SECTION B: The allowance shall be used for the purchase of uniforms to be selected by a joint management and MEA 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 Management 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 (d) 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 Administrative Procedures as created pursuant to Chapter 3-46.E of the Code 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 or administrative agency of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXI

PART-TIME EMPLOYEES

SECTION A: 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 C and D. 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 B: 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 Days
3. Personal Days
4. Leave Because of Death in Family
5. Holidays
6. Clothing Allowance (where applicable) pursuant to Article XVIII



ARTICLE XXII

LAYOFFS AND RECALLS

Section A. Should it become necessary for the Township to layoff employees covered by this Agreement, such layoffs shall be accomplished in the following manner:

1. Should the layoffs of permanent employees be necessary, such layoffs shall be accomplished based upon seniority as defined by Article VII and as specified below.
2. Upon layoff, the employee shall be paid all accumulated vacation benefits, as well as accumulated sick leave at the rate of fifty percent (50%), as well as all earned personal days. The only exception to this shall be laid off employees with over 20 years of service to the Township, who shall, in addition to vacation and personal days, receive one hundred percent (100%) of accumulated sick leave.
3. Seniority and benefits shall not accrue during period of layoff.
4. In the event it becomes necessary to layoff permanent employees, the layoff shall begin with all part-time employees within an affected job classification (job title) prior to the layoff of any full-time employee in that job classification.
5. Upon layoff, inverse seniority shall be utilized. Thus, the employee with the least seniority in the affected job classification shall be laid off first, and so on through the list until all layoffs necessary have been completed. An employee in a job classification scheduled to be laid off shall "bump" a less senior employee in the same job classification, even if said employee is in a different Department from the employee to be laid off. That "bumped" employee shall then be afforded the same rights as the employee who has bumped him, and so on down the line, until such time as the least senior employee within an affected job classification has been laid off.
6. Should no employee with less seniority exist within the same job classification as the employee to be laid off, the said employee may "bump" a less senior employee within a lower job classification, provided that the Township determines that the employee is bumping into a job classification which is related or within a job classification which has similar or less requirements, or is a job classification which the employee had previously held with the Township. This paragraph is subject to the provisions of Article V - Grievance Procedure.
7. The subject matter of bumping outside of the MEA bargaining unit is a non-negotiable management prerogative.

Section B. Recall Rights: Recalls shall be accomplished in accordance with the following procedures:

1. The most senior former employee laid off shall be the first employee recalled to work when a position is to be filled in which management determines the employee is qualified.
2. A laid off employee shall have recall rights for a period of two (2) years from the date of layoff.
3. Notice of recall to work shall be addressed to the employee's last address appearing in Township records, by certified mail, return receipt requested. It shall be the responsibility of the employee to notify the Township of any change of address. The employer shall provide said notice of recall at least two (2) weeks prior to the commencement of the recall offer. The employee shall respond, in writing, to the notice within five (5) working days from the date of receipt or be presumed to have refused the opening. If the employee refuses two (2) recall opportunities, the employee shall be removed from the recall list, lose all seniority and recall rights, and the employment relationship shall have been terminated.
4. No new permanent employee shall be hired into any job classification while an employee is on layoff and possesses recall rights within that job classification.

Section C. Prior to a layoff, the employer shall provide the Association with the sixty (60) days notice and during that interim period, the parties shall meet and review the affected positions and discuss prior to implementation the bumping order and mechanisms to be utilized.

APPENDIX A

CLASSIFIED POSITIONS

<u>GRADE</u>	<u>TITLE</u>
3	Clerk
4	Custodian Water Meter Reader Senior Clerk Park Conservationist I Service Worker I Water Utility Service Worker I
5	Violations Clerk Water Billing Representative Public Safety Maintenance Worker Administrative Finance Clerk Computer Operator
6	Secretary Mechanic I Water Service Representative Service Worker II Reproduction Clerk Water Utility Service Worker II Park Conservationist II Administrative Finance Clerk II Program Coordinator
7	Payroll Account Clerk Animal Control Officer Code Enforcement Officer Park & Ride Facility Coordinator System Operator/Water Civilian Dispatcher Executive Secretary Computer Programmer Skilled Worker Accounts Control Clerk Deputy Court Clerk Computer Programmer/Telecommunications Specialist Water Meter Installer/Repairer Public Safety Specialist I

APPENDIX A

CLASSIFIED POSITIONS (cont'd)

<u>GRADE</u>	<u>TITLE</u>
8	Surveying Technician Office Coordinator Service Worker III/Equipment Operator Mechanic II Engineering Inspector Aide Senior Park Conservationist Water Utility Service Worker III/Equipment Operator Field Assessor Public Safety Specialist II Senior Park Conservationist/Arborist
9	Administrative Assistant Equipment Repairer/Fabricator Recreation Specialist I Counselor II Senior Investigator General Inspector Public Safety Administrative Services Analyst
10	Civil Engineer I Assistant Planner/Landscape Architect Senior Construction Site Inspector Computer Programmer/Analyst
11	Public Health Nurse Electrical Subcode Official Building Subcode Official Plumbing Subcode Official Fire Subcode Official

APPENDIX B

1988 SALARY SCHEDULE

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
3	13,230	21,620
4	13,870	23,556
5	14,362	24,863
6	14,878	26,098
7	15,416	27,359
8	15,994	28,757
9	16,504	30,029
10	16,891	32,112
11	17,460	33,625

1. All employees will receive an increase of \$900. No employee will receive more than the maximum salary for the appropriate grade, except those exceeding maximum as of 12-31-87.
2. Employees not at or above maximum as of 12-31-87 shall also receive an increase of 1.75% over their 1987 base salary. However, in no event will an employee receive more than the maximum salary for the appropriate grade except as outlined in #1 above.

APPENDIX C

1989 SALARY SCHEDULE

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
3	14,796	22,902
4	14,997	24,877
5	15,499	26,210
6	16,026	27,470
7	16,574	28,756
8	17,164	30,182
9	17,684	31,480
10	18,079	33,604
11	18,659	35,148

1. All employees will receive an increase of \$850.
2. Employees will also receive an increase over their 1988 base salary of the following percentages:

<u>1988 Base Salary</u>	<u>Increase</u>
Under \$16,000	4.0%
\$16,000 - \$23,500	2.5%
Over \$23,500	2.0%

No employee will receive more than the maximum salary for the appropriate grade, except those exceeding maximum as of 12-31-87.