

1984 - 1985 AGREEMENT

East Brunswick Township of and

MUNICIPAL EMPLOYEES ASSOCIATION

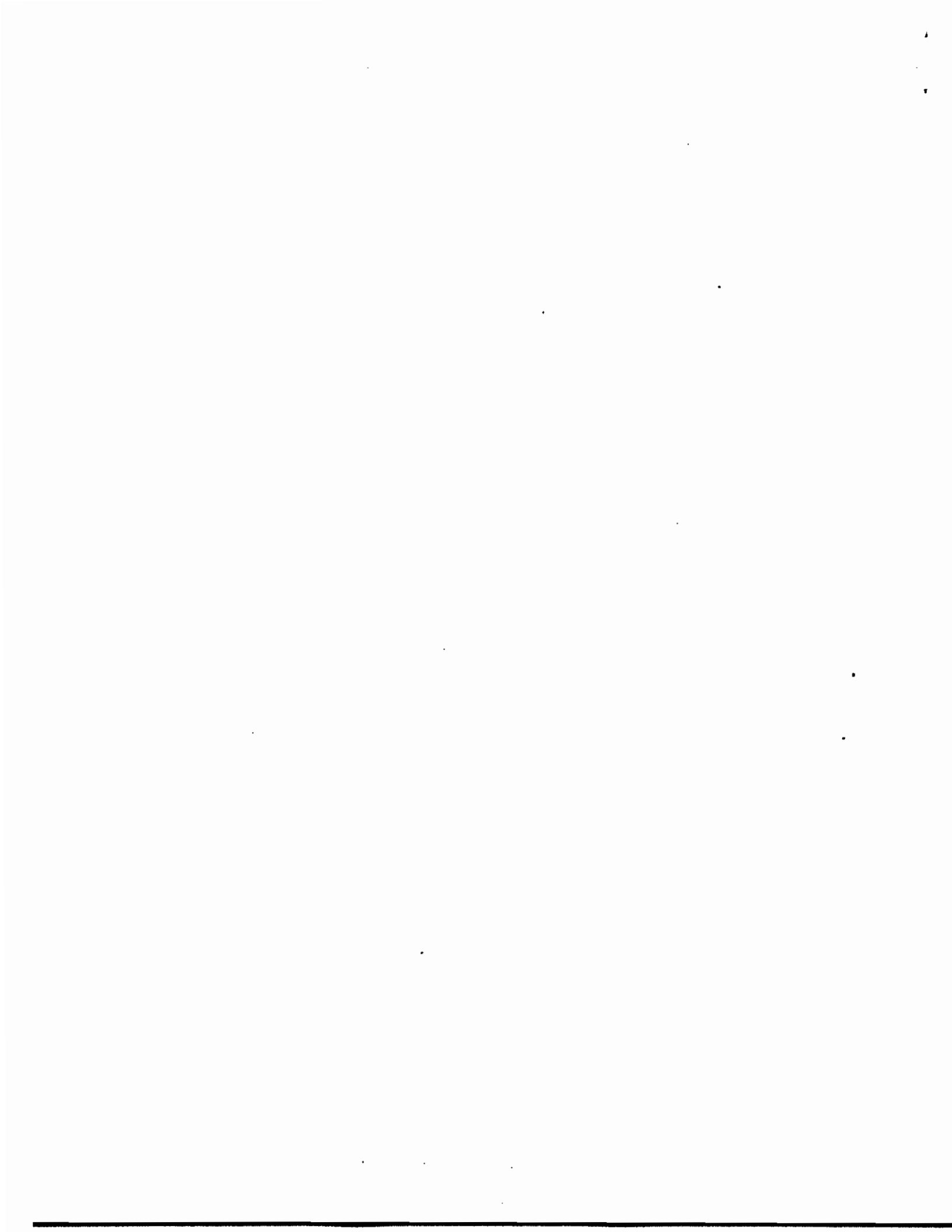
AND THE

TOWNSHIP OF EAST BRUNSWICK

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1984 - 1985 AGREEMENT

MUNICIPAL EMPLOYEES ASSOCIATION  
and the  
TOWNSHIP OF EAST BRUNSWICK

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, 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.

## 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.

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 negotiable terms and conditions of employment and are management prerogatives and non-negotiable matters, 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.

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. 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: Seniority shall be defined as an employee's term of continuous service with the Township.

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.

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 lay off but, a lay off 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.

Seniority shall be earned during military service as required by the prevailing law at the time of the military service.

Seniority shall not be earned during any period of suspension from employment, whether with or without pay, by reason of disciplinary action.

Lay offs shall take place in accordance with Township seniority within a job title. The employer shall determine in which job titles a lay off shall occur and the number of lay offs. The employees with the least Township seniority within the job title shall be laid off first.

All temporary employees in a job title, whether full or part time, shall be laid off prior to the lay off of a full time employee.

Upon lay off the employee shall be paid all accumulated vacation benefits as well as accumulated sick leave at the rate of 50% and earned personal days. These benefits will not be accrued on lay off. The only exception are employees with over 20 years of service who shall receive 100% of accumulated sick leave.

A laid off employee shall have recall rights for a period of two (2) years from the date of lay off.

Employees shall be recalled to positions for which they are qualified, as defined herein, in inverse order of seniority.

No new full time employee shall be hired into any job title while any employee is on lay off.

Employees shall have recall rights to any job title in which they have job title seniority and for which they are qualified to perform the duties of the position.

Notice of recall shall be given in writing to the employee at the last address appearing on the Township records. It shall be the responsibility of the employee to inform the Township of any change of address. The employer shall provide the employee at least two (2) weeks written notice (certified mail, return receipt requested) of the available vacancy. The employee shall respond, in writing, to the notice within five (5) working days from the date of the 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 the employment relationship shall have been terminated.

Following the signing of this agreement the parties shall meet to agree as to the job title seniority lists.

An employee laid off may elect to "bump" a less senior employee in another job title provided, the laid off employee has greater Township seniority than the bumped employee and is capable of performing the duties of the position into which the employee seeks to bump without additional training. In the event of a tie in seniority the bumping employee shall prevail.

In the event any circumstance arises in the course of a lay off, recall or bumping situation not covered by the terms of this agreement, the parties shall meet to discuss the resolution of any difference or dispute.

**SECTION B:** 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 C:**

1. Each new employee shall serve a probationary period of twelve (12) months;
2. Each probationary employee shall be evaluated at the end of the fourth, eighth, and eleventh month of employment.
3. Each evaluation 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 suspended or discharged without the application of Article IV, Section A.

SECTION D:

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 C, 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.

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

SECTION F: 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. 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

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 interment 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:

1. Current levels of benefits under Section A shall be provided to any employee who retires after twenty (20) years of municipal service.
2. Current levels of benefits under Section A 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 (20) 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 for 1984 and 1985 as attached 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 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 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. Once 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: 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 is upon promotion to a higher grade. An employee promoted to a higher grade shall be reduced no more than one step in the new grade. No employee is eligible for a salary increase on January 1 of any Agreement year unless they were hired prior to October 1 of the preceding year.

SECTION F: 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 A.M.).

SECTION G: 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 H: 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.

## 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 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/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 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  
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 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/her to perform all the duties of his/her position or who is quarantined by a physician because he has been exposed to a contagious disease.

SECTION B: During the remainder of the first calendar year of employment, sick leave shall 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 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.

SECTION D: Accumulated sick leave may be used by an employee for personal illness, illness in his/her immediate family which requires his/her 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 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 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.

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 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 four hundred and twenty five (\$425) dollars in 1984 and four hundred and fifty (\$450) dollars in 1985. One half (1/2) to be available on January 30 of each year and the remaining one half (1/2) to be available upon adoption of each year's budget.

SECTION B: 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 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 (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

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 Day
3. Personal Days
4. Leave Because of Death in Immediate Family
5. Holidays
6. Clothing Allowance (where applicable) pursuant to Article XVIII.

ARTICLE XXII

DURATION OF AGREEMENT

SECTION A: This Agreement shall be retroactive to January 1, 1984 and shall extend through December 31, 1985.

SECTION B: The parties do hereby agree that they shall commence negotiations for an agreement for the year 1986 on or before September 1, 1985.

SECTION C: Should agreement not be reached for 1986 by January 1, 1986, 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 presents to be signed by their duly authorized officers the day and year first above written.

AGREED:

TOWNSHIP OF EAST BRUNSWICK

\_\_\_\_\_  
William F. Fox, Mayor

\_\_\_\_\_  
Elizabeth H. Kiss  
Township Clerk

MUNICIPAL EMPLOYEES ASSOCIATION

\_\_\_\_\_  
Paul Sarnak, M.E.A. President

\_\_\_\_\_  
Ralph LaTesta, M.E.A.

\_\_\_\_\_  
Charlene Haun, M.E.A.

\_\_\_\_\_  
Phil Fletcher, M.E.A.

\_\_\_\_\_  
Linda Langone, M.E.A.

\_\_\_\_\_  
David Blumig, M.E.A.

\_\_\_\_\_  
Michael Fedak, M.E.A.

\_\_\_\_\_  
Simon M. Bosco, M.E.A. Negotiator



APPENDIX A JOB TITLES

CLASSIFIED POSITIONS

<u>GRADE</u>	<u>TITLE</u>	<u>GRADE</u>	<u>TITLE</u>
1	None	8	Senior Mechanic Principal Revenue Clerk
2	None		Meter Repairer Water Filter Plant Operator
3	Clerk Data Entry Clerk/Trainee Service Worker I Parks Conservationist I Custodian I		Senior Water Utility Service Worker Public Safety Specialist II
4	Senior Clerk Telephone Operator/Receptionist Data Entry Clerk Violations Clerk I Revenue Clerk Custodian II Public Safety Maintenance Worker I Water Utility Service Worker II	9	Inspector Planning Aide Administrative Assistant Parks Planner Environmental and Public Health Specialist Chief Sanitarian: Food Inspections Senior Engineering Technician
5	Administrative Finance Clerk Fieldman: Assessing Secretary Reproduction Clerk/Operator Parks Conservationist II Public Safety Maintenance Worker II Service Worker II Water Meter Reader Data Processing Operator Water Utility Service Worker III	10	Assistant to the Mayor and Administrator Computer/Programmer/Analyst Public Health Nurse
6	Accounts Control Clerk Coordinator-Office on Aging Recreation Specialist I Executive Secretary Mechanic Youth Counselor I Computer Operator/Programmer Skilled Worker Senior Custodian	11	Surveyor I Civil Engineer I Building Inspection Plan Reviewer Public Health Nurse Supervisor Plumbing Subcode Official Building Subcode Official Electrical Subcode Official Assistant Planner
7	Animal Control Officer Deputy Court Clerk Dispatcher (Civilian) Office Coordinator Senior Parks Conservationist Public Safety Specialist I Engineering Technician Equipment Operator Water Utility Service Worker IV Code Enforcement Officer Senior Service Worker		

APPENDIX B

1984 SALARY SCHEDULE  
GRADES 3 - 11

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
3	10,380	11,368	12,304	13,434	14,180	14,993	15,882	16,937	18,484
4	10,970	12,058	13,164	14,301	15,134	16,041	17,084	18,878	19,851
5	11,462	12,648	13,813	15,057	15,980	16,982	18,150	20,013	21,119
6	11,978	13,248	14,462	15,808	16,808	17,889	19,011	21,081	22,353
7	12,516	13,872	15,170	16,587	17,662	18,823	20,186	22,176	23,519
8	13,094	14,220	15,581	17,039	18,172	19,394	20,849	22,871	24,862
9	13,604	14,806	16,253	17,778	18,993	20,300	21,843	23,948	26,086
10	13,991	15,387	17,045	18,650	20,078	21,606	23,250	25,484	28,089
11	14,560	16,062	17,840	19,003	20,579	22,674	24,311	26,751	29,544

12/17/84

APPENDIX C

1985 SALARY SCHEDULE  
GRADES 3 - 11

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
3	10,380	11,368	12,368	13,434	14,180	15,142	16,104	17,067	18,000	18,720
4	10,970	12,058	13,164	14,301	15,301	16,134	17,084	18,008	18,851	20,656
5	11,462	12,648	13,813	15,057	16,057	17,065	18,150	20,143	21,119	21,963
6	11,978	13,248	14,462	15,808	16,808	17,889	19,550	21,211	22,303	23,198
7	12,516	13,872	15,170	16,587	17,662	18,924	20,186	22,306	23,519	24,459
8	13,094	14,220	15,581	17,039	18,172	19,510	20,849	23,061	24,429	25,857
9	13,604	14,806	16,253	17,778	18,993	20,300	21,843	24,078	26,086	27,129
10	13,991	15,387	17,045	18,650	20,537	22,424	24,311	26,198	28,089	29,212
11	14,560	16,062	17,840	19,003	20,838	22,674	24,777	26,881	28,544	30,725

12/17/84

