

AGREEMENT

between

North Brunswick Township ✓
THE TOWNSHIP OF NORTH BRUNSWICK, N.J.

and

COMMUNICATIONS WORKERS OF AMERICA

(BLUE COLLAR UNIT)

✓ January 1, 1984 - December 31, 1986

INDEX - BLUE COLLAR UNIT

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PREAMBLE

THIS AGREEMENT made this *25th* day of *Oct.*, 1985
by and between the Township of North Brunswick, a municipal government
in the County of Middlesex (hereinafter "Employer" or "Township") and
the Communications Workers of America (hereinafter "Union")

WHEREAS, the Township and this Union have heretofore entered
into negotiations as to various matters concerning the conditions and
terms of employment, and

WHEREAS, the Township and the Union now desire to reduce the
agreements arrived at by said negotiations to a written agreement.

NOW, THEREFORE, WITNESSETH the parties hereto, namely; the
Township and the Union, do agree as follows:

ARTICLE I - RECOGNITION AND NON-DISCRIMINATION

1. The Township of North Brunswick recognizes the Union as the majority representative of the Township's public works employees, excluding all office, clerical employees, supervisors, foremen, administrative personnel, police and firemen, pursuant to Chapter 303, Public Laws of 1968 of the State of New Jersey. The job titles of the positions within the bargaining unit are set forth in full in the attached Schedule A.

2. No employee will be discriminated against by either party because of race, creed, color, religion, sex, union affiliation, political affiliation and activity, union activity, marital status or age.

ARTICLE II - HOURS OF WORK AND OVERTIME

1. The normal work week shall be defined as follows:

a. For all workers, except Water Treatment Plant Operators, Monday through Friday, inclusive, and shall be forty (40) hours per week, consisting of eight (8) hours per day, 8:00 a.m. to 4:30 p.m.

b. For Water Treatment Plant Operators, a rotating shift according to established past practice consisting of eight (8) hours per day.

2. Overtime, except for Water Treatment Operators, shall be paid as follows:

a. Time and one-half (1 1/2) for all work performed after eight (8) hours per day on Monday through Friday.

b. Time and one-half (1 1/2) for all work performed on Saturday in excess of the normally scheduled work week as defined in paragraph 1 above.

c. Double time for all work performed on Sundays in excess to the normally scheduled work week as defined in paragraph 1 above.

d. Double time shall be paid for work performed on any holiday in addition to holiday pay.

3. Anyone on vacation or holiday time shall be considered on time worked.

Overtime shall be distributed equally among the employees in each department who choose to work and are available for overtime. In the Public Works Department, overtime shall be equalized in accordance with the provisions of Appendix B. A list of employees and their hours of overtime shall be maintained for each department and posted on bulletin boards. Employees who choose not to work their turn on the overtime list shall be charged as having worked the overtime in determining the equal distribution of overtime. The Union will assist the Township in making available sufficient employees for overtime work.

5. An employee shall be eligible for overtime after serving a ninety (90) day probationary period from date of hire.

6. In the event an employee reports for his regularly scheduled work shift without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours pay at his regular rate of pay.

7. In the event an employee is called back to work after conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours' pay at the overtime rate. This provision shall not apply to a directive to report early for a normal workday nor to any planned overtime where the employee is given notice of the overtime prior to the end of the regular shift.

8. All employees in the bargaining unit shall have a one-half (1/2) hour unpaid lunch break. Lunches shall commence at 12:00 o'clock except at the Water Treatment Plant and at Parks and Recreation.

At Parks and Recreation, lunches shall commence at 11:30 o'clock.

At the Water Treatment Plant, lunches as well as breaks shall be taken by the Operators at the premises and the employee shall be required to work as the needs of the operation require.

9. Each employee in the bargaining unit, except Water Treatment Plant Operators, shall be entitled to one fifteen (15) minute break in the first four (4) hours of the shift, commencing normally at 10:00 a.m., and one fifteen (15) minute break in the second four (4) hours of the shift, normally commencing at 2:00 p.m. The scheduling of breaks may be altered by the supervisors as the needs of the work require. In the event of an emergency necessitating that the employees work through their normal break times, no additional compensation shall be required. The practice of requiring employees to work during their breaks in an emergency shall not be abused by the employer.

10. Water Treatment Plant Operators shall be paid overtime as follows:

a. Time and one-half (1 1/2) for all hours outside the normal work week or work day.

b. Double time for all Sunday hours which are not normally scheduled.

c. Double time for all hours worked on holidays in addition to holiday pay.

11. In the event an employee is required to work beyond the normal shift,

if the employee works up to twenty-five (25) straight hours he shall be compensated at time and one-half (1 1/2) rates for the first four (4) overtime hours and then at double time rates for the next thirteen (13) hours.

However, if an employee works in excess of twenty-five (25) continuous hours, then the employee shall be compensated at time and one-half (1 1/2) rates for the first eight (8) overtime hours and then at double time rates for all hours thereafter.

12. During all overtime hours of work, the employee shall be entitled to one fifteen (15) minute break for each four (4) hour segment of work. The scheduling of the break shall be in the discretion of the supervisor who shall make every effort to schedule the break at the conclusion of the first two hours of work. The supervisor shall determine whether the work shall continue for four (4) or more full hours.

ARTICLE III OVERTIME MEALS

The Township will provide meals for employees working emergency overtime, if such work continues past 12:00 midnight and/or past 6:00 A.M. and/or past 6:00 P.M. The Township may, in lieu of providing meals, provide a meal allowance of Six Dollars and Fifty cents (\$6.50) per meal.

ARTICLE IV WORK ASSIGNMENTS

1. Whenever possible, employees shall be assigned work within their job classification.

2. In no event shall an employee be assigned to work in a higher classification when an employee in the higher classification is available to do the work.

3. When an employee is assigned the work of a higher classification, he shall be paid at the highest rate of pay for such time. For example, a laborer required to drive a truck shall be paid the truck driver's rate for such work.

4. Temporary assignments to higher rated work shall be made on the basis of seniority provided that the senior employee available is capable of performing the work.

ARTICLE V

WAGES AND OTHER COMPENSATION

1. Salaries shall be increased for each title in the bargaining unit, as listed in Schedule A, as follows:

- a) Effective 1/1/84, by \$750.00 per year,
- b) Effective 1/1/85, by \$1,450.00 per year,
- c) Effective 1/1/86, by \$1,725.00 per year.

The salaries for each job title in the bargaining unit shall be as listed in Appendix A.

2. Employees shall be furnished with the following:

- a) Foul weather gear, including boots, which shall be pull over type;
- b) Work gloves as needed;
- c) A uniform allowance each year, for uniforms, safety shoes and winter jacket in the following amount:

1984: \$300.00

1985: \$350.00

1986: \$400.00

3. In the event a Water Treatment Plant employee attempts to report to his/her work station at the Plant and is unable to gain access due to the impassibility of the access road as a result of snow, then, that employee shall report to the Water Superintendent's office for work and shall suffer no loss of pay. The Township may designate some other official as the person to report to during the life of this Agreement.

4. a) New employees shall be hired at \$1.00 per hour less than the job rate for the first ninety (90) calendar days of employment.

b) Such employees shall be brought up to the job rate as specified in Schedule A on the ninety-first (91st) calendar day of employment.

5. Each employee shall receive the sum of sixty-six dollars and sixty-six cents (\$66.66) as a non-recurring payment in lieu of any compensation for stand-by time not covered under the terms of this agreement. This sum shall be paid in the first possible check of each year.

ARTICLE VI HOSPITALIZATION AND WELFARE BENEFITS

The Township agrees to continue, at no cost to the employees, the present Hospital-Surgical-Major Medical Plan. The Township agrees to provide \$1.00 deductible Prescription Plan coverage at no cost to the employee. If any other Township employee receives dental benefits, the employees covered by this Agreement will receive the same. Said Plans to cover the employee and their dependents.

ARTICLE VII LONGEVITY

In addition to wages, employees shall receive a longevity bonus in accordance with the following schedule:

YEARS OF SERVICE - ANNIVERSARY DATE	PERCENTAGE OF ANNUAL PAY
Five (5) Years	2 per cent
Ten (10) Years	3 per cent
Fifteen (15) Years	4 per cent
Twenty (20) Years	5 per cent

ARTICLE VIII . DISABILITY COMPENSATION

The Township agrees to continue the salary of employees injured on the job or who suffer a work related illness in exchange for their assignment to the Township of their lost time payment under Worker's Compensation payments. Such time shall not be charged against Sick Leave.

ARTICLE IX - SICK AND PERSONAL LEAVE PAY

The Township shall provide sick leave with pay on the basis of one (1) days' leave for each month of service up to December 31st of the employment year and fifteen (15) days sick leave for each calendar year thereafter, the amount to accumulate from year to year to use when needed.

1. Effective January 22, 1979, upon retirement, employees shall be paid twenty (\$20.00) dollars per day for all unused sick days.
2. A doctor's certificate is required for sick leave of five (5) days or more, consecutively.
3. Employees shall be entitled to three (3) days for Personal Leaves of Absence in the year. Unused personal days shall be accumulated.

ARTICLE X - DEATH IN FAMILY

1. Employees shall receive full salary for up to three (3) days in the event of death in the immediate family. The immediate family shall be defined as father, mother, spouse, children, grandparents, sister, brother, father-in-law and mother-in-law.

2. Employees shall be granted one (1) day off without loss of pay to attend the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

ARTICLE XI VACATIONS

1. The following vacation schedule shall remain in effect for the term of this Agreement:

Length of Service:	Vacation Allowed:
Less than one (1) year:	One (1) day of vacation for each completed month of service up to twelve (12) days.
One (1) year but less than five (5) years:	Thirteen (13) days.
Five (5) years but less than ten (10) years:	Sixteen (16) days.
The tenth (10th) year:	Twenty-one (21) days.
The eleventh (11th) year and thereafter:	Twenty-one (21) days plus one (1) additional day for each two (2) years of service after ten (10) years.

2. The vacation period shall begin on January 1 of each calendar year.

3. Employees shall not be required to work on any day which

ARTICLE XII HOLIDAYS

1. The Township will pay employees for the following unworked holidays:

New Year's Day	Veteran's Day
Good Friday	General Election Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Columbus Day

2. If any of the above listed holidays falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday falls on a Sunday, it shall be celebrated on the following Monday.

3. If a holiday falls during an employee's vacation, he shall be paid for that day as a holiday and it shall not be charged to his vacation time.

4. If an Employee's Birthday falls on any of the holidays listed above, he shall have the right, upon adequate notice to the Employer, to take another work day off, however, not during his vacation period nor the day before or the day after a holiday and shall suffer no loss of pay.

ARTICLE XIII MILITARY DUTY

1. The Town will fulfill its obligations concerning an employee's military service as required by State and Federal law.

ARTICLE XIV JURY DUTY

1. Each regular, full-time, permanent Employee in full pay status, actively at work performing assigned duties, who loses time from his job because of jury duty, certified by the Clerk of the Court, shall be paid the difference between his regular daily rate of pay and monies received from the Court, up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:

a) When jury service is completed prior to 12:00 Noon, the Employee is required to telephone his immediate supervisor and report to work if requested.

b) The Employee must notify his supervisor within five (5) working days following receipt of a summons for jury service.

2. The provisions of this Article do not apply when an Employee voluntarily seeks jury duty service.

ARTICLE XV MANAGEMENT RIGHTS

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

2. (a) The Union recognizes the Township's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of New Jersey, to maintain and operate its departments and agencies efficiently.

(b) The Township has and is vested with all the customary and usual rights, power, functions and authority of management.

(c) The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is a responsibility of the Township.

ARTICLE XVI NO STRIKE

1. It is recognized that the need for continued and uninterrupted operation of the Employer's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation during the life of the Agreement.

2. The Union agrees that during the term of this Agreement neither the Union, nor any person acting in its behalf, will cause, authorize, or support, nor will any of its members take part in, any strike, slowdown, walk-out or other job action against the Township.

3. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but, not limited to, publicly disavowing such action.

ARTICLE XVII DISCIPLINE

1. There shall be no discipline nor discharge without just cause.

2. The Township shall take no final disciplinary action against any employee without:

- a) written charges and specifications,
- b) a hearing on said charges,
- c) the employee's right to representation,
- d) the employee's rights provided under Civil Service statute.

3. No hearing shall be held sooner than five (5) days after the service of the written charges and specifications referred to in section 2 (a) above.

4. The Union shall be provided with a copy of all disciplinary charges and specifications referred to in section 2 (a) above.

ARTICLE XVIII GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

B. DEFINITIONS

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of the agreement.

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the employees affecting terms and conditions of employment.

3. Disciplinary Action.

C. PRESENTATION OF A GRIEVANCE

The Township agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant appropriate, witnesses and the Union grievance committee. The grievance committee shall be made up of the following:

Union Steward, or designee

Chief Steward, or designee
Unit Vice President or designee
Representatives of the CWA Local
and or National Union

D. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement.

Step 1

a. The grievant and/or the Union steward shall discuss the grievance with the appropriate supervisor within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence.

b. If the grievance is satisfactorily resolved, there is no need to put the grievance in writing.

Step 2

a. In the event the grievance has not been resolved at Step 1, the Union and only the Union may file the written grievance on the approved form with the Township Administrator within forty-five (45) calendar days of the occurrence complained of or within forty five (45) calendar days after he/she would reasonably be expected to know

of its occurrence.

b. In the event the parties mutually agree to do so, the Township Administrator, or designee shall schedule a meeting to discuss the grievance. This meeting shall take place within (10) working days of receipt of the grievance at this Step. The Township will be permitted to bring the Administrator, Township Attorney and appropriate witnesses to the meeting. The Union shall be permitted to bring the Union grievance committee, and the grievant and witness, when appropriate.

c. The parties agree that this Step of the grievance procedure shall not be a hearing, but rather an attempt to resolve problems. Where satisfactory resolutions to grievances are mutually agreed to at this Step, written memorandums of understanding shall be prepared and signed by the parties within ten (10) working days of the date of the meeting.

d. Where no satisfactory resolution of the grievance is resolved at the Step 2 meeting, the Township Administrator, or designee, shall issue a formal denial of the grievance within five (5) working days of the meeting.

Step 3

a. In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union may submit the matter to arbitration on the following conditions:

1. The request for arbitration must be filed in writing with

the Public Employment Relations Commission no later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at Step 2,

2. Nothing in this agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.

3a. Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Civil Service, this procedure shall be optional. If any appeal is filed with the Department of Civil Service, the processing of the grievance shall cease and the grievance withdrawn and, if necessary the matter withdrawn from arbitration.

b. No arbitration hearing shall be scheduled until such time as the time limits for appeal to the Department of Civil Service have expired, usually no later than twenty (20) days from the date of the action complained of.

c. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

d. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the

execution of this agreement.

4. The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then, from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision:

a. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force & effect of law.

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the Township under applicable law, and rules and regulations having the force and effect of law.

5. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the employer to take the action complained of subject, however, to the decision of the arbitrator.

6. The parties may mutually agree in writing to extend any time limit at any step of the procedure.

7. Advisory Arbitration of grievances maybe sought by the Union when binding arbitration of grievances defined in Section B is

not permitted.

8. Within 20 working days of the filing of the request for arbitration, the parties shall meet to discuss the grievance.

ARTICLE XIX SENIORITY

1. Seniority is defined as the length of an employee's continuous service with the Township.

2. An Employee shall cease to have seniority rights by:

a. Voluntary quitting.

b. Justifiable discharge.

c. Absence beyond an approved period of leave for more than ten (10) days, unless the employee provides a reasonable excuse acceptable to the North Brunswick Township Committee.

d. The Township shall supply the Union with an up-to-date Seniority List.

3. Seniority shall be applied for the following purpose, in addition to those under Civil Service Law, Rules and Regulations:

a. Priority selection of vacations.

b. Rotation of overtime work.

ARTICLE XX LAY-OFF AND TERMINATIONS

1. No employee shall be laid off or his work terminated for reasons other than just cause.

2. In the event reduction in force is necessary in any one area or department, the Township will endeavor to place affected employees in available openings in the same area or department or another area or department.

3. At the time of layoff, employees shall receive all vacation time due and not taken.

4. In the reduction or restoration of the working force, the rule to be followed shall be length of service with the Township and in accordance to Civil Service Rules and Regulations.

ARTICLE XXI UNION SECURITY

1. Pursuant to law, the Township agrees that every employee shall have the right to freely join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations.

2. As a duly elected body exercising governmental power under the laws of this State, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by any laws of New Jersey and the United States.

3. It is agreed that at that time of hiring, the Township will deliver to each new employee a copy of this Agreement and a packet of materials to be supplied by the Union.

ARTICLE XXII - DUES DEDUCTION

1. The Township agrees to deduct dues exclusively for the Union from the wages of an Employee covered by this Agreement, pursuant to the existing statute, as amended, provided, at the time of such deduction, there is in the possession of the Township a current written assignment, individually and voluntarily executed by the Employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Township.

2. The Township will deduct the current dues from the pay of the Employee(s) on a bi-weekly basis, provided that, if an Employee has no pay coming for such pay period, or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of the Employee(s) in any one month only dues incurred while an individual has been in the employ of the Township and only such amounts becoming due and payable in such month.

3. In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

4. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the CWA at its International office in Washington, D.C. A list of the names and addresses from whom dues have been deducted will be forwarded monthly. A copy of this list shall be sent to the Chief Steward.

5. The Township will implement a fair share representation fee equal to eighty-five (85%) percent of the Union dues which shall be withheld in accordance with the law.

6. The Union shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair representation fees.

ARTICLE XXIII BULLETIN BOARD SPACE

1. The Township shall provide a bulletin board for use by the Union to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their work stations, or during their rest periods. All notices shall be initialed by the Shop Steward and shall relate to Union affairs.

2. No political campaign literature or defamatory material shall be posted.

ARTICLE XXIV MAINTENANCE OF BENEFITS

1. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

ARTICLE XXV FULLY BARGAINED PROVISIONS

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, only, and executed by both parties.

ARTICLE XXVI SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXVII - PERSONNEL FILE

1. There shall be one personnel file for each employee.
2. The employee shall have the right to examine the file on written request to the Department Head.
3. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any employee be refused for longer than one working day. The employee may have a C.W.A. representative present at such examination.
4. The employee shall be entitled to a copy of the file in the event of formal disciplinary charges and shall be entitled to a reasonable amount of copies in other events.
5. No formal disciplinary action nor other document which might be used in a disciplinary hearing may be placed in the file unless the employee was provided with a copy which was initialed by the employee in the presence of a union official prior to being placed in the file.
6. The employee shall have the right to place a written rebuttal in the file to any document in the file.

ARTICLE XXVIII UNION LEAVE

The employees covered by this Agreement shall be granted ten (10) days per annum aggregate time off with pay to attend to Union business. Additionally, they shall be granted five (5) days per annum aggregate without pay to attend to Union business.

ARTICLE XXIX HEALTH AND SAFETY

1. Any issues that the Union deems to be health and safety problems will be communicated to the Township Administrator.

2. The Administrator will at the Union's request meet with representatives of the Union within five (5) business days to discuss the problems and hear any recommendations which the Union may have to resolve the problems.

3. The Township will make a reasonable effort to resolve health and safety issues raised by the Union.

4. The Township will notify the Chief Steward of the Union of any proposed measurement of worker exposure to any potentially dangerous condition and/or toxic substances to which workers are exposed together with relevant data sheets if any.

5. The Union may initiate a grievance under this Article at Step Two of the Grievance Procedure.

6. NO EMPLOYEE SHALL BE REQUIRED TO OPERATE EQUIPMENTS
OR DRIVE OR BE DRIVEN IN A VEHICLE WHICH IS UNSAFE.

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ARTICLE XXX POSTING

1. All vacancies in any bargaining unit position shall be posted on bulletin boards for a period of seven (7) working days. The posting shall include:

- a) The Civil Service description of the job
- b) Location of the job
- c) Salary range of the job

2. A copy of the posting will be given to the Chief Steward.

3. During the seven (7) day posting period the Township may fill the vacancy on an interim basis in order to avoid undue interruption of Township operations.

Prior to permanent filling of a vacancy, pursuant to Civil Service requirements, the Township will fill the vacancy in accordance with this procedure in order that existing employees may have an opportunity to make known any desire to apply for the position.

4. A vacancy shall be deemed to occur when:

- a) an existing position is vacated as a result of a termination, promotion or transfer,

- b) A new position is created in the bargaining unit.

5. Whenever possible, the Township will post vacancies as soon as it has formal notice that a vacancy will occur.

ARTICLE XXXI DENTAL INSURANCE PROGRAM

1. Effective January 1, 1984, the Township shall contribute Two Hundred and Twenty-Six Dollars (\$226.00) per employee per year toward the cost of a dental insurance program for the members of the bargaining unit.

2. The insurance policy for this program is now in effect and the premium rate for this policy has been guaranteed by the carrier until December 31, 1985.

3. It is specifically understood that the Township's total and complete financial responsibility for premium payments for each of the years 1984 and 1985 shall be \$226.00 annually per employee.

4. The parties shall continue to administer the plan as per past practice.

5. The Township further agrees to make the appropriate payroll deductions for any cost above \$226.00 which employee may authorize for dependent coverage.

6. The parties agree that this clause and this clause only shall be reopened for negotiation for the year 1986.

7. Effective 1/1/86 the Township agrees to pay any increase in dental premium, up to, but not to exceed \$50.00 per year over the existing cost of the current dental premium.

ARTICLE XXXII - NEW POSITIONS

1. In the event the Township creates a new title, the Union shall be notified of it's establishment, in advance, where practicable, but in any case no later than the date of the filling the position.

2. The Township shall have the right to fill any new positions.

3. The Township agrees to negotiate terms and conditions of employment for those positions it agrees are within the bargaining unit.

4. Such negotiations shall take place within five(5) business days of the Union's request.

5. The terms and conditions of the position and retroactivity shall be the subject of negotiations between the parties.

ARTICLE XXXIII - DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 1984 and it shall remain binding upon the Township and the Union until December 31, 1986 and thereafter, unless either party gives notice in writing sixty (60) days prior to the expiration date, to change, modify or terminate this Agreement.

SCHEDULE A.

ARGAINING UNIT TITLES

TITLE	1983 RATE	1984 RATE	1985 RATE	1986 RATE
Laborer-Sanitation	16,723 (8.04)	17,473	18,923	20,64
Laborer-Road	16,348 (7.86)	17,098	18,548	20,27
Laborer-Sewer & Water	16,348 (7.86)	17,098	18,548	20,27
Sewer Maintenance Worker & Pumping Station Attendant	16,348 (7.86)	17,098	18,548	20,27
Senior Sewer Maintenance Worker & Pumping Station Attendant	18,616 (8.95)	19,366	20,816	22,54
Assistant Sewer Maintenance Foreman				
Parks & Recreation Maintenance Worker	16,348 (7.86)	17,098	18,548	20,27
Senior Rec. & Parks Maintenance Worker		18,659 18,659	20,114	21,833 21,833
Water Meter Reader & Water Meter Repairer	16,723 (8.04)	17,473	18,923	20,64
Water Repairer				
Truck Driver	17,118 (8.23)	17,868	19,318	21,04
Equipment Operator	17,457 (8.39)	18,207	19,657	21,38
Water Treatment Plant Operator	17,181 (8.26)	17,931	19,381	21,10
Water Treatment Plant Operator (Licensed)	17,680 (8.50)	18,430	19,880	21,60
Water Plant Attendant	16,723 (8.04)	17,473	18,923	20,64
Maintenance Repairer		18,720 (9.00)	20,170	21,89
Mechanic	17,992 (8.32)	18,742 18,672	20,192 20,192	21,917 21,917

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92 PK 18,056
92 PK 19,510
92 PK 21,237

MAY 7, 1985 CWA:JSL

Mechanic's Helper	10,316 (4.96)	12,066	13,520 13,516	15,200 15,200
Senior Mechanic	19,240 (9.25)	19,990	21,440 21,440	23,160
Radio Dispatcher D.P.W	16,848 (8.10)	17,598	19,048 18,048	20,770
Building Maintenance Worker	13,749 (6.61)	15,700	17,160 17,150	18,870
Omnibus Operator	16,952 (7.99)	17,702	19,152	20,870

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MAY 7, 1985 CWA:JSL

APPENDIX B

1. The following provisions apply only for the workers in the Public Works Department.

2. Overtime shall be equalized, on a calendar year basis, to the extent possible in accordance with the following provisions.

A. On January 1 of each year, each employee in the department shall start the year with no overtime hours to his/her credit.

A seniority list shall be developed and the overtime assignments shall be awarded beginning with the most senior employee and in descending order of seniority thereafter.

B. After everyone in the department has had three opportunities to work overtime the employees with the least hours accumulated shall thereafter be given first opportunity to work overtime, provided he/she is qualified to perform the duties.

C. The only hours to be counted for overtime equalization purposes shall be as follows:

1). Actual hours worked

2). Actual refusal to work overtime after a representative of the Township has made verbal contact with the employee. If an employee leaves work in good health and is later contacted and refuses to work because of claimed illness or work injury, he/she shall be required to substantiate

such illness or injury with a doctor's note. Failure to substantiate will result in the employee being charged with refusing overtime.

D. The following are examples of what will not be cause for charging an employee as refusing overtime.

1. Unavailability because of death in family, vacation, personal day use, sick time use during regular work hours, and approved occupational injury.

2. Township's inability to contact employee.

E. The Union shall maintain the overtime list and will move employees to the top of the list, as needed, to equalize overtime assignments.

F. Nothing contained herein shall prevent the Township from assigning overtime work to an employee not at the top of the overtime list in the following situations:

1. Road and Sanitation workers who are on an assigned job during regular work hours and that assignment shall continue for up to one hour beyond the normal work days.

2. Emergency situations.

G. New employees will not be kept on the overtime list for the first three months of their employment. At the end of their 3 months, they shall be credited with the same number of hours as that employee in the same title who has the most overtime hours on the books.

APPENDIX C

UNION MANAGEMENT MEETINGS

There shall be joint Union Management meetings held quarterly. The Union shall notify the Township, in writing, of items to be placed on the agenda. Agenda items may include, but shall not be limited to, pending grievances.

These meetings shall be scheduled minimally as one half day meetings, during regular working hours.

9D:BC-CON.AC/D12/7:00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials this 25th day of Oct. 1985.

TOWNSHIP OF NORTH BRUNSWICK:

Paul J. Mataraca
Paul J. Mataraca, Mayor

Edna L. Swanson
Edna L. Swanson, Clerk

COMMUNICATIONS WORKERS OF AMERICA:

John Loos

Don King

Joseph Carroll

Anthony DiMarco

Joseph R. Marotta

Thomas C. Parillo

Joseph A. Maggioni

Carl Miller

Louis F. Marotta

WHEREAS, the Township of North Brunswick has entered into an agreement regarding payment of salaries, wages and benefits with the North Brunswick Communications Workers of America Blue Collar unit;

NOW THEREFORE, BE IT RESOLVED on this 3rd day of June, 1985 by the Township Council of the Township of North Brunswick that the Mayor is hereby authorized and directed to execute the annexed Agreement for salaires, wages and benefits to be paid to the North Brunswick Communications Workwers of America Blue Collar Unit and the Clerk is to attest thereto.

I, EDNA L SWANSON, clerk of the Township of North Brunswick, do hereby certify that the above is a true and correct copy of a resolution adopted at a regular meeting of the Township Council of the Township of North Brunswick held on June 3, 1985

Edna L Swanson
EDNA L SWANSON, CLERK