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RUTGERS UNIVERSITY

1988 - 1989 AGREEMENT

Superior Officers Association

[REDACTED]
and the
[REDACTED]

East Brunswick Township
(Employer)

X Jan. 1, 1988 - Dec. 31, 1989

1988-1989 AGREEMENT

SUPERIOR OFFICERS ASSOCIATION
AND THE
TOWNSHIP OF EAST BRUNSWICK

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 terms and conditions of employment for an appropriate negotiating unit established in accordance with CU-81-38 dated February 26, 1982.

SECTION B. Included in the negotiating unit shall be those Employees of the Township within the Department of Public Safety whose job titles are Captain, Lieutenant, and Sergeant.

Article II - Representation Fee (continued)

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.

ARTICLE III - GRIEVANCE PROCEDURES

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.
3. An "aggrieved employee" is the person or persons making the claim of a grievance or the Association.

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 or Association 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 Monday through Friday, exclusive of 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 twenty (20) 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 twenty (20) days of its submission.

ARTICLE IV - HOLIDAYS

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

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

SECTION B. If a holiday falls on a Sunday it shall be observed on the following Monday, and if it falls on Saturday, it shall be observed on the preceding Friday. Employees assigned to the Patrol Division shall observe holidays that fall on Saturday or Sunday on the actual day that the holiday falls, except those employees not assigned to work rotating shifts.

SECTION C. In addition to the above holidays, when such holidays fall on a Thursday, the following Friday shall also be given off with pay to all employees covered by this Agreement. Also, when one of the above holidays falls on a Tuesday, the preceding Monday shall be given off with pay as a holiday to all employees covered under this agreement. During the term of this Agreement holidays may be accrued under this section and be taken as a part of the employee's vacation in accordance with Section D of this Article. This Section shall not apply to Martin Luther King Day. This Section shall not apply to anyone hired after 24 March 1981.

SECTION D. All holidays will be converted to vacation days on January 1 of each year. An employee, except those on their regular day off, not working on a holiday will take the day off as a vacation day. Should an employee work on one of the holidays as outlined in Sections A, B, or C above, he or she will receive straight time for the day worked in addition to the vacation day posted on the preceding January 1 and one additional vacation day. If an employee is scheduled for routine duty on any holiday, then an employee may choose to receive one and one-half (1-1/2) days pay in lieu of the additional vacation day granted for working a holiday, and the holiday posted on January 1 for a total of double time and one-half (2-1/2) pay for working a holiday. Double time and one-half (2-1/2) pay is limited to eight (8) hours of work per day. This option may be utilized for no more than three (3) holidays per year.

ARTICLE V - PERSONAL DAYS

SECTION A. Each employee shall be granted four (4) days off with pay in each agreement year, non-cumulative, and in units of full or half days. Should a member desire not to disclose reason(s) for requesting a personal day, the member need not divulge said reason(s).

ARTICLE VII - VACATIONS

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

3 - 5 years of completed service	10 days
Start of 6th year to end of 9th year of completed service.	15 days
Start of 10th year to end of 14th year of completed service.	20 days
Start of 15th year to end of 19th year of completed service.	25 days
Start of 20th year to end of 24th year of completed service.	30 days
Start of 25th year and over	35 days

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

SECTION C. 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.

Uniform policy for granting vacation time shall be maintained based upon the existing framework for vacation scheduling currently utilized in the Patrol Section of the Department.

SECTION D. At the employer's option, the employee shall have the right to sell back unused vacation days at 75% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the employer's discretion on or about November 1 of each calendar year.

SECTION E. Upon service or special retirement, ordinary disability, or accidental disability retirement, in accordance with the service retirement provision of the Police and Fireman's Retirement System, an employee shall receive full pay for all unused vacation days accrued and not previously used. At the time of any other separation from service, an employee shall be entitled to the pro-rated amount of vacation leave for that portion of the calendar year worked by said employee in addition to previously accumulated unused vacation leave. Upon the death of an employee that person's designated beneficiary shall receive full pay for all unused vacation days accrued by the employee.

ARTICLE IX - SICK LEAVE

SECTION A. Sick leave shall be paid leave when 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. Such leave will be available for the use of the employee for personal illness, illness in his immediate family which requires 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 B. 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 shall be required.

SECTION C. Sick leave for the forthcoming year shall be credited to each employee on January 1 of each year at the rate of fifteen (15) days per year. Sick leave may be accumulated without limit during each employees term of service subject to the provisions of this contract.

During 1987 and future years and at the employer's option, the employee shall have the right to sell back unwanted 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 the employer. On or about November 1 of each calendar year, notice of the option to purchase will be given to each employee by the employer.

SECTION D.

1. On or about November 1, 1986, the Township will purchase from each employee previously accumulated and unused sick time according to the following schedule:
 - a. For employees with 20 years of service or more as of December 31, 1986, the Township will purchase accumulated and unused sick leave in excess of 30 days at full value. Each employee has the option to sell back an additional ten (10) days retaining a minimum of 20 sick days. This is a mandatory purchase for which the employee will receive 100% of the 1986 value of said days accumulated in excess of 30 days.

Article IX - Sick Leave (continued)

3. At the time of separation or retirement the employee shall be entitled to receive 50% of the value of accumulated, unused sick leave. However, those employees with 20 years of service or more as of December 31, 1986 shall receive 100% based on 1987 salaries for up to 30 days accumulated under provisions of Section D.1 above, unused sick leave with the remainder of unused sick leave to be paid at 50% of value at time of separation.
4. For all employees who have signed or will have signed a pre-retirement agreement on or before November 1, 1986, said agreements will supercede the above provisions.
5. Any employee hired prior to June 1, 1986 and promoted to a rank represented by the SOA shall sell back unused sick days to the Township in accordance with Section D (1), (2), and (3) above. The employee shall sell back such days during the calendar year in which he is promoted at the employee's current salary rate.
6. Any employee hired on or after June 1, 1986 shall, upon separation or retirement, be entitled to receive 50% of the value of accumulated unused sick leave to a maximum payment not to exceed \$10,000 per employee.

SECTION E. Upon the death of an employee, the employee's estate ~~or~~ designated beneficiary shall receive payment for unused sick days in the manner and amount to which the employee would otherwise have been entitled.

ARTICLE XI - SCHEDULING

SECTION A. All superior officers, except commanders and deputy commanders, assigned to the Patrol Section will work a "4 and 2" schedule.

ARTICLE XIII - DEATH IN FAMILY

SECTION A. The employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted up to four (4) working days off with pay. Such leave must be used consecutively and immediately upon the death in the employee's immediate family. In unusual circumstances, the Director of Public Safety may waive the requirement that such leave be used immediately.

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 aunt, uncle, brother-in-law, sister-in-law, niece, nephew, step-parent, or step-grandparent 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. In addition, up to three (3) additional days of earned but unused leave (personal, compensatory, vacation leave) may be used upon the death of the employee's step-parent or step grandparent. The use of such leave for this purpose shall not be denied.

ARTICLE XV - DEPARTMENTAL TRAINING

SECTION A. In-service training shall be made available to all police officers on departmental time as scheduled by the Director of Public Safety.

SECTION B. 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 Director of Public Safety and when no other source of reimbursement is available to the employee (such as G.I. benefits).

ARTICLE XVII - DUES CHECK OFF

SECTION A. The Employer shall deduct dues from the wages of all personnel covered by this agreement who have filed with the Employer a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Employer of the fixed and standard dues of its members. The Employer shall deduct a proportionate amount from each bi-weekly pay check and deliver to the Association on the first of each month the previous month's dues collection.

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 the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) 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 the Department in situations of emergency. The Employer exercises these rights through the Revised General Ordinances of the Township of East Brunswick and such Rules and Regulations and Standard Operating Procedures as created pursuant to 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 or State Law, and all the rights enumerated in this Agreement.

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.

ARTICLE XXI - DURATION OF AGREEMENT

SECTION A. This Agreement shall be retroactive to January 1, 1988 and shall extend through December 31, 1989.

SECTION B. The parties do hereby agree that they shall commence negotiations for an agreement for the year 1990 during the first two weeks of September 1989.

ARTICLE XXIII

(R E S E R V E D)

ARTICLE XXV - DISCIPLINARY MATTERS

Disciplinary actions must be in conformance with 40A:14-147 et seq. of New Jersey Statutes Annotated. It is Management's right and duty to review all allegations of negligence, improper procedure, misconduct, etc., of its employees in accordance with the policies and procedures of the Township of East Brunswick. Such review procedures shall be informal and shall not abridge the rights of the employee in accordance with 40A:14-147 et seq.