

**STORAGE**

Middlesex

A G R E E M E N T

between

North Brunswick Twp.  
TOWNSHIP OF NORTH BRUNSWICK N.J.

and

COMMUNICATIONS WORKERS OF AMERICA  
(Blue-collar Workers)

January 1, 1980 - December 31, 1983

I N D E X

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	Preamble	
I	Non Discrimination	1
II	Hours of Work & Overtime	2
III	Overtime Meals	4
IV	Work Assignments	5
V	Wages & Other Compensation	6
VI	Hospitalization & Welfare Benefits	7
VII	Longevity	8
VIII	Disability Compensation	9
IX	Sick Leave Pay	10
X	Death in Family	11
XI	Vacations	12
XII	Holidays	13
XIII	Military Duty	14
XIV	Jury Duty	15
XV	Management Rights	16
XVI	No Strike	17
XVII	Discipline	18
XVIII	Grievance Procedure	19
XIX	Seniority	24
XX	Lay-Off and Terminations	25
XXI	Union Security	26
XXII	Dues Deduction	27
XXIII	Bulletin Board Space	29
XXIV	Miscellaneous	30
XXV	Fully Bargained Provisions	31
XXVI	Savings Clause	32
XXVII	Duration of Agreement	33
	Signature Page	

THIS AGREEMENT made this                    day of                    , 1980,  
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 of North Brunswick has heretofore  
recognized 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 and,

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           NON DISCRIMINATION

1. No employee will be discriminated against by either party because of race, creed, color, religion, sex, union affiliation or age.

ARTICLE II HOURS OF WORK AND OVERTIME

1. The normal work week is defined as the period from Monday through Friday, inclusive, and shall be forty (40) hours per week, consisting of eight (8) hours per day.

2. Overtime shall be paid as follows:

- a. Time and one half (1 1/2) for all work performed after eight (8) hours per day.
- b. Time and one half (1 1/2) for all work performed on Saturday.
- c. Double time for all work on Sunday.
- d. Double time shall be paid for work performed on any Holiday in addition to Holiday pay.
- e. For any emergency work or snow removal, after twelve (12) hours of continuous work the thirteenth (13th) hour will start at double time and remain to next regular starting time.

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

4. Overtime shall be distributed equally among the employees in each department who choose to work and are available for overtime. A list of employees and their hours of overtime shall be maintained for each department and posted on bulletin boards. Employees who

ARTICLE II        HOURS OF WORK AND OVERTIME (CONTINUED)

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.

8. WORK SCHEDULE

8:00 A. M. to 4:30 P. M.

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 & OTHER COMPENSATION

1. Hourly wages will be increased across the board for each employee in the bargaining unit as follows:

- a) Effective January 1, 1980 - .40 per hour
- b) Effective January 1, 1981 - .49 per hour
- c) Effective January 1, 1982 - .59 per hour

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 two hundred and twenty-five (\$225.00) dollar allowance, each year, for uniforms, safety shoes and winter jacket.

3. In 1980, 1981 and 1982, 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 the 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 Borough employee receives dental benefits, the employees covered by this Agreement will receive 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:

<u>YEARS OF SERVICE - ANNIVERSARY DATE</u>	<u>PERCENTAGE OF ANNUAL PAY</u>
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 work related illness in exchange for assignment to the Township of their lost time payment under workmen's compensation payments. Such time shall not be charged against Sick Leave.

ARTICLE IX            SICK 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. Upon retirement, employees shall be paid fifteen (\$15.00) dollars per day for all unused sick days.

1A. 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 Leave of absence in the year. Unused personal days shall be accumulated.

ARTICLE X

DEATH IN FAMILY

1. Employees shall receive full salary up to three (3) days in the event of death in the immediate family. 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 or sister-in-law.

ARTICLE XI            VACATIONS

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

<u>Length of Service</u>	<u>Vacation Allowed</u>
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 is a vacation day.

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 employees 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. No employee shall be disciplined or discharged 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 and one union representative who is an employee of the Township at the appropriate step.

D. STEPS OF THE GRIEVANCE PROCEDURE

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

Step 1

a. The grievant shall institute action in writing, signed and delivered to his (or her) immediate supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward. The grievant or the Supervisor may request a meeting to discuss the grievance.

b. The supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.

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 three (3) working days of the grievant's receipt of the response or expiration of the time to respond at Step 1.

b. The Township Administrator or his/her designee shall set a meeting to discuss the grievance with the grievant, the designated representative of the employer and the representative of the union within ten (10) working days of receipt of the grievance at this Step.

c. A written decision shall be given to the union from the Township Administrator no later than fifteen (15) days thereafter.

Step 3

a. In the event the grievance has not been satisfactorily resolved at Step 3, 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 appropriate agency no later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at Step 3, and

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 of 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 his 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 and effect of law.

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board 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.

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 Commission 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 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 the 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 the 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 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 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 Employer agrees to forward the full name and address for all new Employees who become eligible for membership and for whom initiation fee is deducted.

ARTICLE XXII DUES DEDUCTION (CONTINUED)

5. 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 from whom dues have been deducted will be forwarded monthly. A copy of this list shall be sent to the Chief Steward

6. The Township agrees to commence negotiations concerning a fair share representation fee on the effective date of the Act.

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 MISCELLANEOUS

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.

2. No employee shall be required to operate equipment, drive or be driven in a vehicle, which is in an unsafe condition.

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.

The parties will, however, continue to negotiate the following: union leave, emergency program, and incentive program.

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

ARTICLE XXVI SAVINGS CLAUSE

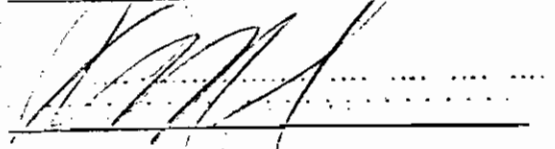
Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXVII DURATION OF AGREEMENT

This Agreement shall become effective as of January 1, 1980. It shall be binding upon the Township and the Union until December 31, 1983 and thereafter, unless either party gives notice in writing sixty (60) days prior to the expiration date to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials. this 30<sup>th</sup> day of May, 1980.

TOWNSHIP OF NORTH BRUNSWICK



Edna Swanson  
Twp Clerk

COMMUNICATIONS WORKERS OF AMERICA

Edward A. Schultz - CWA Rep

John Nowyke Jr

Mr. A. Dunnington

Thomas C. Parillo