

B-0014

STORAGE

Middlesex

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A G R E E M E N T

THIS AGREEMENT, made this 18th day of May, 1970, is between: Township of North Brunswick, a municipal government in the County of Middlesex, hereinafter referred to as the "Township" and: Chapter III, Local 196, American Federation of Technical Engineers, AFL/CIO, hereinafter referred to as the "Union".

WHEREAS, the Township of North Brunswick has heretofore recognized the Union as the majority representative of the Township's 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 the 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 - GENERAL PROVISIONS

1. The provisions of this Agreement shall be applied to all employees covered hereby without discrimination based on age, sex, race, color, creed, or union activity.

2. The Township and Union agree employees may be disciplined or discharged for just cause, subject to Civil Service Law, Rules, and Regulations. Any employee shall, before discipline or discharge, be notified of charges and specifications, in writing, together with a date and time of a Hearing into said charges and specifications to be held no sooner than five (5) days from the date of receipt of such notice. A charged employee shall have the right to be represented, examine evidence, present and cross-examine witnesses, present evidence including documents in the possession of the Township, and be free from double jeopardy for a particular alleged offense.

## ARTICLE II - HOURS OF WORK AND OVERTIME

1. The normal workweek is defined as the period Monday through Friday, inclusive, and shall be forty (40) hours per week, consisting of eight (8) hours per day.
2. Overtime shall be compensated for at the rate of time and one-half for all time worked:
  - (a) After eight (8) hours per day.
  - (b) On scheduled days off.
  - (c) On Holidays in addition to Holiday pay.
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. The Union will assist the Township in making available sufficient employees for overtime work.

## ARTICLE III - 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.
3. Seniority shall be applied for the following purposes, in addition to those under Civil Service Law, Rules and Regulations:
  - (a) Priority selection of vacations.
  - (b) Rotation of Overtime work.

#### ARTICLE IV - LAYOFF AND TERMINATION

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

2. In the event a 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.

#### ARTICLE V - HOLIDAYS

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

New Year's Day	Labor Day
Washington's Birthday	General Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. If any of the above listed holidays falls on a Saturday, it shall be celebrated on the preceeding 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.

#### ARTICLE VI - DEATH IN FAMILY

1. Employees shall receive full salary up to three days in the event of death in the immediate family, consisting of father, mother, spouse, children and, if in the same household, sister, brother, father-in-law or mother-in-law. Unless in the same household, employees shall receive full salary for one day and be granted time off for travel, if necessary, to attend the funeral of a brother, sister, father-in-law, or mother-in-law.

ARTICLE VII - OVERTIME MEALS

1. 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 \$2,50 per meal.

ARTICLE VIII - DISABILITY COMPENSATION

1. 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

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

2. A doctor's certificate is required for sick leave of five (5) days or more, consecutive.

ARTICLE X - VACATIONS

1. The Township agrees to provide the following vacation schedule effective January 1, 1971:

<u>Length of Service</u>	<u>Days Vacation</u>
Less than One (1) Year	One (1) day for each month of service up to ten days
One (1) Year but less than five	Ten (10) days
Five(5) Years " " " ten	Fifteen (15) days
Ten (10) years and over	Twenty (20) days

2. The vacation period shall begin on January 1st of each year. Employees not using their vacation days in one year may carry them over until the next.

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

#### ARTICLE XI - HOSPITALIZATION

1. The Township agrees to continue, at no cost to the employees, the present hospital-surgical-major medical plan for employees and their dependents.

#### ARTICLE XII - GRIEVANCE PROCEDURE

1. If an employee or a group of employees shall have a grievance or complaint, an earnest effort shall be made to resolve it promptly through the following procedure:

① STEP #1. The grievance or complaint shall be presented to the immediate supervisor within ten (10) days of the occurrence giving rise to the grievance and the supervisor shall reply within twenty-four (24) hours. Failure to reply shall constitute a denial.

② STEP #2. If no settlement is reached in Step 1, the grievance shall be presented to the Township Committeeman in charge of the department who shall, within seventy-two (72) hours, conduct a Hearing into the grievance and, at the conclusion of the Hearing, render a verbal decision, to be confirmed in writing within five (5) days thereafter.

STEP #3. If there is no satisfactory resolution of the grievance in Step 2, the employee(s) union may submit the grievance, in writing, to the full Township Committee or a majority thereof who will, within ten (10) days of receipt of the grievance, set up a Hearing and, at the conclusion of the Hearing, render a verbal decision, to be confirmed in writing within five (5) days thereafter.

#### ARTICLE XIII - WORKING CONDITIONS

1. The Township agrees to permit the posting of union information on bulletin boards in each area where Union employees are assigned.

2. Whenever possible, employees shall be assigned work within their job classification. In no event shall an employee be assigned the work of a higher classification when an employee in the higher classification is available to do the work. When an employee is assigned the work of a higher classification, he shall be paid for such time at the higher rate of pay, for example, a laborer required to drive a truck shall be paid the truck driver's rate for such work.

3. Temporary assignments to higher rated work shall be on a seniority basis, provided employees are capable of performing the work.

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

5. Employees shall be furnished with the following:

(a) Foul weather gear, including boots.

(b) One pair of safety shoes each year.

#### ARTICLE XIV - WAGES

1. The Township agrees to maintain the salary scales agreed upon and adopted by Township Ordinance for the year 1970.

#### ARTICLE XV - TERM OF AGREEMENT

1. This Agreement shall be effective as of January 1, 1970. It shall be binding upon the Township and the Union until December 31, 1970 and thereafter until changed, modified, or terminated.

\*\*\*\* Reselution adopted May 18, 1970