

3-0171

12-04

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between the TOWNSHIP OF EAST BRUNSWICK, hereinafter referred to as the "Employer" and 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.

#### INTRODUCTORY STATEMENT

It is the intention of both the Employer and the Association that this Agreement effectuate the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1, et seq. (hereinafter Chapter 303) and be construed in harmony with the rules and regulations prescribed in the Revised General Ordinances of the Township of East Brunswick in Chapters 2 and 3.

#### WITNESSETH:

Whereas, the Association has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

Whereas, the Employer and Association have conducted negotiations in good faith with respect to terms and conditions of employment:

IT IS AGREED AS FOLLOWS:

#### ARTICLE I

##### Recognition

Section 1. 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.

Section 2. Included in the negotiating unit shall be all permanent employees represented by said Association. However, it is agreed that all employees such as policemen, crossing guards, officials, heads, and deputy heads of departments and agencies, members of Boards and Commissions, managerial executives, and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote, or effectively recommend same are excluded from the unit.

MEMORANDUM FOR THE RECORD

1. The purpose of this memorandum is to advise you of the results of the investigation conducted by the FBI on the matter of the alleged activities of the [redacted] in the [redacted] area.

2. It is noted that the [redacted] has been identified as a [redacted] of the [redacted] and has been found to be [redacted] in the [redacted] area.

3. The [redacted] has been identified as a [redacted] of the [redacted] and has been found to be [redacted] in the [redacted] area.

4. It is noted that the [redacted] has been identified as a [redacted] of the [redacted] and has been found to be [redacted] in the [redacted] area.

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Section 2. A grievance shall be processed as follows:

Step 1. The Association steward with the employee(s) involved shall orally present the grievance to the employee(s) immediate supervisor no later than five (5) working days of the occurrence causing the grievance. The response shall be made within three (3) working days to the Association by said immediate supervisor.

Step 2. If the grievance is not settled by Step 1, it shall be reduced to writing by the Association and submitted to the department director of the aggrieved employee(s) unit. The answer to such grievance shall be in writing with copies to the employee, Association, and the business administrator, and shall be made within five (5) working days of its submission.

Step 3. If the grievance is not settled by the preceding steps, then the Association shall have the right to request that the business administrator act on the grievance. A written response shall be served upon the employee and the Association or its Grievance Committee within seven (7) working days after the submission of the grievance.

Step 4. If the grievance is not settled by the preceding steps, then the Association shall have the right to request that the Mayor act on the grievance. A written response shall be served upon the employee and the Association or its Grievance Committee within seven (7) working days after the submission of the grievance.

Step 5. If no settlement of grievance has been reached by the parties, either one or both shall have the right to submit the unresolved grievance to binding arbitration. However, the action must be initiated within thirty (30) days of the time the answer was received or considered due in Step 4. Either party may make written application to the New Jersey State Board of Mediation requesting that an arbitrator be appointed to hear the grievance and make a final determination. The decision shall be binding on the parties to the dispute.

Section 3. The cost of fees and expense for having a grievance arbitrated shall be shared equally by the Association and 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 parties of this Agreement.

Section 4. Disputes arising out of the renewal of this Agreement and disputes pertaining to the terms of any new agreement shall not be subject to the arbitration procedures of this Article.

Section 5. Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee of the Association or its equivalent, must be present at any hearing on the individuals grievance. In the event such a hearing would substantially impede the Employer's operations, that hearing shall be held at a time other than working hours.

#### ARTICLE V

##### Statement of Policy on Discrimination

Section 1. The Employer and Association both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex or political affiliation and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities.

#### ARTICLE VI

##### Seniority

Section 1. Wherever practicable, seniority within each department shall prevail in connection with vacation schedules, shift assignments, sectional assignments, or holidays.

Section 2. Within each department and division (i.e. section or bureau) overtime will be available to employees according to seniority and job description, relative to the emergency involved. Each employee will be given the right of refusal or acceptance of overtime work on a seniority rotating basis. A check-off list will be posted showing times and dates of every call.

Section 3. All job appointments will be made where practicable on the basis of seniority. All job openings shall be posted for employee bidding.

ARTICLE VII

Vacations

Section 1. The following vacation schedule is agreed to:

0-5 years of completed service	12 days
Start of 6th year to end of 9th year of completed service	14 days
Start of 10th year to end of 14th year of completed service	17 days
Start of 15th year to end of 19th year of completed service	22 days
Start of 20th year to end of 24th year of completed service	27 days
Start of 25th year and over	30 days

ARTICLE VIII

Leaves of Absence Due to Death in Immediate Family

Section 1. The Township agrees that upon the death of a member of the employee's immediate family, the employee will be granted four (4) working days off with pay. The Township further agrees to expand the definition of immediate family to include the employee's mother-in-law, father-in-law, grandmother, grandfather, sister-in-law and brother-in-law.

ARTICLE IX

Prior Benefits

Section 1. The present policies and practices pertaining to life insurance, accidental death, and dismemberment benefits, hospitalization, major medical insurance, medical-surgical benefits, benefits under P.E.R.S., longevity benefits, and sick leave shall be continued for the duration of this Agreement, except as herein specifically provided to the contrary.

Section 2. The Township will assume the full cost of family coverage for the New Jersey Dental Service Plan Option B Proposal #2 of the "Dental Quotation" dated October 17, 1972, which was supplied to the Township by the Plan.

Section 3. Part-time permanent employees of the Township of East Brunswick who are included in the Association, shall receive the following pro-rated fringe benefits.

- A. Sick Leave
- B. Vacation Days
- C. Personal Days
- D. Leave because of death in immediate family

## ARTICLE X

### Salary and Wages

Section 1. Salary increases shall be granted based upon satisfactory performance and shall have no relationship to length of service of said employee. Schedule A entitled "Salary Ranges" attached hereto sets forth the steps within the established grade levels of employment. These steps shall not be construed to be a mandatory guide for salary increases but shall be used only as a permissive guideline for salary administration. The Administration shall not be bound to make "whole" step increases but may, in their sole discretion grant increases based upon a fractional portion of any step within said salary grade, set forth in Schedule A. The existing salary guide shall be used only as a guideline for wages and salaries which are subject to negotiations between the Employees and the Association.

Section 2. All employees of the Township of East Brunswick, who are included in the Association, and are in grades one through four of Schedule A entitled "Salary Ranges" attached hereto, shall receive a seven hundred and seventy-five dollar (\$775) increase in salary to be retroactive to January 1, 1974, and to be reflected in the 1974 Salary Ranges attached hereto or Schedule B.

Section 3. All employees of the Township of East Brunswick, who are included in the Association and are in Grades five through nine of Schedule A entitled "1973 Salary Ranges" attached hereto, shall receive a seven hundred dollar (\$700) increase in salary to be retroactive to January 1, 1974, and to be reflected in the "1974 Salary Ranges", attached hereto as schedule B.

Section 4. The following four individuals shall receive an additional 5.5% increase of their 1973 base salary in order to rectify salary inequities granted in that year: Mrs. I. Fortner, Mr. E. Matyus, Mr. D. Jernigan, and Mr. L. MacDonald.

Section 5. The Township agrees that employees covered by this agreement be compensated for overtime work when such work has been authorized by the Department Director or his representative, at an hourly rate equal to one and one-half times this equivalent rate prescribed in subsection 3-6.1 of the Personnel Policy of the Township of East Brunswick. Departmental employees on a thirty-five (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 exclusive of lunch. Whenever an employee is required to work the sixth and/or seventh day and/or holiday, time and one-half shall be paid such employees for all hours worked on the sixth and/or seventh day and/or holiday. 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.

#### ARTICLE XI

##### Check Off of Dues

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. The Association will file authorization forms with the employer, signed by each employee prior to such deduction.

#### ARTICLE XII

##### Management Rights

Section 1. The employer retains the right to manage and control its facilities and operations, and in addition, retains the right to hire, promote, transfer, discipline, or discharge employees for just cause.

Section 2. Nothing in this Article shall be interpreted to deprive any employee rights guaranteed to him by Federal, State or Municipal law.

Section 3. 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 XIII

Applicable Laws

Section 1. This agreement shall be governed by the laws of the State of New Jersey.

ARTICLE XIV

Saving Clause

Section 1. 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 XV

Changes, Supplements

Section 1. Any provision of this Agreement may be changed, supplemented, or altered, provided both parties mutually agree in writing.

ARTICLE XVI

Duration of Agreement

Section 1. This agreement shall be effective as of January 1, 1974, and shall extend through December 31, 1974.

Section 2. The parties do hereby agree that they shall commence negotiations (a Municipal Employees Association Negotiating team and the Business Administrator, specifically), for an agreement for the year 1975 on or before September 1, 1974, unless change of date is mutually agreed upon. Contract agreements shall be reached on or before November 30, 1974.



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.

_____	_____
_____	_____
_____	_____
_____	_____
	_____
	_____

