

1986 - 1987 AGREEMENT

East Brunswick Township

MUNICIPAL EMPLOYEES ASSOCIATION

AND THE

TOWNSHIP OF EAST BRUNSWICK

X January 1, 1986 - December 31, 1986

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MUNICIPAL EMPLOYEES ASSOCIATION
AND THE
TOWNSHIP OF EAST BRUNSWICK

THIS AGREEMENT, made this _____ day of _____, in the year _____, by and between the TOWNSHIP OF EAST BRUNSWICK, hereinafter referred to as the EMPLOYER and the 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.

WITNESSETH:

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

IT IS AGREED AS FOLLOWS:

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 conditions of employment for all employees represented by said Association whose titles are set forth in Appendix A.

SECTION B: Included in the negotiating unit shall be all full-time permanent employees classified in Grades one (1) through eleven (11) of the Salary Ordinance of the Township of East Brunswick and all permanent part-time employees as defined hereafter in ARTICLE XXI, SECTION A; and excluding all other employees.

SECTION C: The following positions shall be held by confidential employees who shall be excluded from the bargaining unit:

Assistant to the Administrator, Office of the Mayor & Administrator
Executive Secretary, Office of the Mayor & Administrator
Secretary, Personnel Office
Administrative Assistant, Office of the Township Clerk (Deputy Clerk)

ARTICLE II

DUES CHECK-OFF AND REPRESENTATION FEE

SECTION A: 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 bi-monthly. The Association will file authorization forms with the employer, signed by each employee prior to such deduction.

SECTION B - PURPOSE OF FEE: If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

SECTION C - AMOUNT OF FEE:

1. Notification

Prior to the beginning of each membership year, the Association will notify the Finance Director in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that total amount or that maximum percentage allowed by law.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

SECTION D - DEDUCTION AND TRANSMISSION OF FEE:

1. Notification

Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Finance Director a list of those employees who have not become members of the M.E.A. for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

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.

6. New Employees

The M.E.A. will be informed of the employment of each individual eligible for membership in the Association.

7. Hold Harmless

Provided the employer has met its obligations pursuant to this Article, the Association shall hold the employer harmless against any and all claims.

ARTICLE III

NEGOTIATION PROCEDURE

SECTION A: The parties agree to enter into collective negotiations over a successor agreement in accordance with law.

SECTION B: The final agreement of the negotiating representatives will be submitted to the Mayor and Township Council and the members of the East Brunswick Municipal Employees Association for ratification, decision, or vote. Any agreement of the parties shall be reduced to writing and shall become binding.

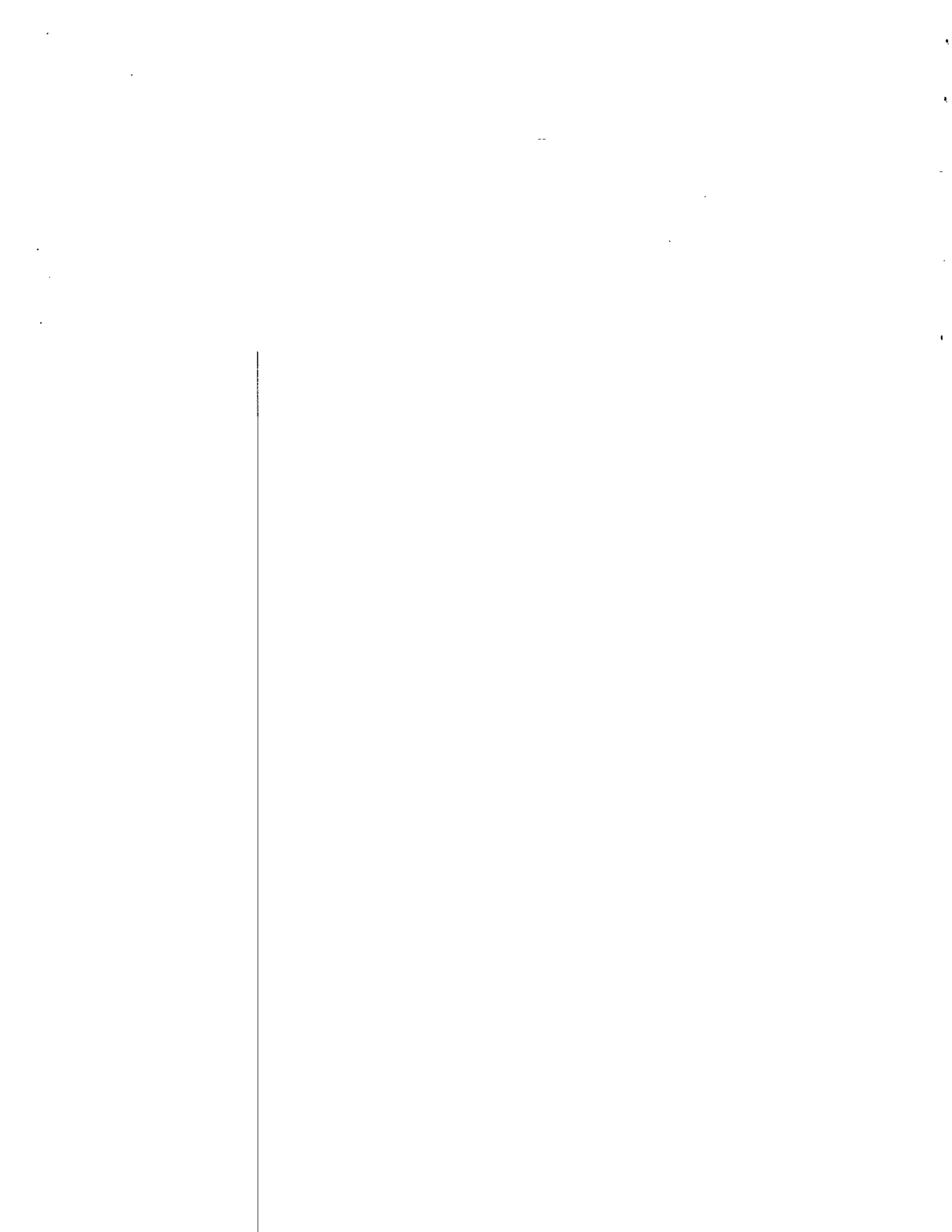
SECTION C: No provision of this Agreement may be changed, supplemented or altered, except as agreed to by both parties in writing.

ARTICLE IV

DISCIPLINARY ACTIONS

SECTION A: No employee shall be disciplined or discharged without just cause.

SECTION B: A five minute tolerance will be allowed to employees utilizing a time clock before any disciplinary action is instituted for lateness. This Section in no way precludes Management from taking disciplinary action for habitual tardiness.



ARTICLE IV

DISCIPLINARY ACTIONS

SECTION A: No employee shall be disciplined or discharged without just cause.

SECTION B: A five minute tolerance will be allowed to employees utilizing a time clock before any disciplinary action is instituted for lateness. This Section in no way precludes Management from taking disciplinary action for habitual tardiness.

ARTICLE V

GRIEVANCE PROCEDURE

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.

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 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 working days, exclusive of Saturdays, Sundays, and 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 ten (10) 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 ten (10) days of its submission.

STEP 3: If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A(2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within twenty (20) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties.

SECTION C.

The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the 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 Association.

SECTION D.

If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties or borne by the party requesting the record.

ARTICLE VI

STATEMENT OF POLICY AGAINST DISCRIMINATION

SECTION A: The Employer and Association both agree that they shall not discriminate against any employee because of race, color, sex, marital status, military service, national origin, political affiliation, age, or physical handicap (except where age or physical handicap constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities or the lack thereof.

ARTICLE VII

SENIORITY

SECTION A: Seniority shall be defined as an employee's term of continuous service with the Township.

Probationary employees shall have no seniority and may be terminated during their probationary period without recourse. Upon completion of the probationary period, employees shall be credited with Township and Job Title seniority retroactive to the date of initial hire.

Seniority may be lost by a "break in service". A break in service shall occur whenever an employee resigns, is discharged for cause, or retires. Seniority shall not be earned during a period of lay off but, a lay off shall not be deemed a break in service resulting in the loss of seniority. In the event an employee returns to the employ of the Township following a break in service no credit for any prior seniority shall be awarded.

Seniority shall be earned during military service as required by the prevailing law at the time of the military service.

Seniority shall not be earned during any period of suspension from employment, whether with or without pay, by reason of disciplinary action.

Lay offs shall take place in accordance with Township seniority within a job title. The employer shall determine in which job titles a lay off shall occur and the number of lay offs. The employees with the least Township seniority within the job title shall be laid off first.

All temporary employees in a job title, whether full or part time, shall be laid off prior to the lay off of a full time employee.

Upon lay off the employee shall be paid all accumulated vacation benefits as well as accumulated sick leave at the rate of 50% and earned personal days. These benefits will not be accrued on lay off. The only exception are employees with over 20 years of service who shall receive 100% of accumulated sick leave.

A laid off employee shall have recall rights for a period of two (2) years from the date of lay off.

Employees shall be recalled to positions for which they are qualified, as defined herein, in inverse order of seniority.

No new full time employee shall be hired into any job title while any employee is on lay off.

Employees shall have recall rights to any job title in which they have job title seniority and for which they are qualified to perform the duties of the position.

Notice of recall shall be given in writing to the employee at the last address appearing on the Township records. It shall be the responsibility of the employee to inform the Township of any change of address. The employer shall provide the employee at least two (2) weeks written notice (certified mail, return receipt requested) of the available vacancy. The employee shall respond, in writing, to the notice within five (5) working days from the date of the receipt or be presumed to have refused the opening. If the employee refuses two (2) recall opportunities, the employee shall be removed from the recall list, lose all seniority and the employment relationship shall have been terminated.

Following the signing of this agreement the parties shall meet to agree as to the job title seniority lists.

An employee laid off may elect to "bump" a less senior employee in another job title provided, the laid off employee has greater Township seniority than the bumped employee and is capable of performing the duties of the position into which the employee seeks to bump without additional training. In the event of a tie in seniority the bumping employee shall prevail.

In the event any circumstance arises in the course of a lay off, recall or bumping situation not covered by the terms of this agreement, the parties shall meet to discuss the resolution of any difference or dispute.

SECTION B: All full-time, part-time, or temporary positions including permanent positions funded by grants shall be posted for employee bidding. All qualified employees shall be given preference for appointment to vacant or new positions based upon seniority.

All jobs shall be filled in conformance with this Section and in conformance with Chapter 28-4 of the Code of the Township of East Brunswick which is incorporated herein by reference.

SECTION C:

1. Each new employee shall serve a probationary period of twelve (12) months.
2. Each probationary employee shall be evaluated at the end of the fourth, eighth, and eleventh month of employment.
3. Each evaluation shall be reviewed with the employee. The employee shall sign for receipt of each evaluation form and be given a copy.
4. The employee shall have the right to submit a written response to the evaluation. Said response shall be attached to and become a part of the evaluation.
5. After the completion of the twelfth month, the employee shall be deemed permanent.
6. A probationary employee may be suspended or discharged without the application of Article IV, Section A.

SECTION D:

1. Promoted employees shall serve a three (3) month probationary period.
2. Such employee shall be evaluated monthly in writing.
3. The provisions of Section C, 3 and 4, alone shall apply.
4. During the promotional probationary period, the employee shall retain all seniority rights of the job title from which they were promoted. Seniority shall accrue in the job title from which the employee is promoted during the promotional probationary period.

SECTION E: Whenever practicable, within each department, seniority shall prevail in connection with vacation schedules, shift assignments, sectional assignments or holidays.

SECTION F: Overtime shall be distributed equitably on the basis of seniority and job description. Should volunteers be unavailable for overtime, the Township shall have the right to direct overtime in inverse order of seniority on a rotating basis. In order to be eligible for any overtime the employee must be qualified to perform the work. A check-off list will be posted showing times and dates of every call.

ARTICLE VIII

VACATIONS

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

0-1 year of completed service.....	.92 days/month
Start of 2nd year to end of 5th year of completed service.....	11 days
Start of 6th year to end of 9th year of completed service.....	16 days
Start of 10th year to end of 14th year of completed service.....	21 days
Start of 15th year to end of 19th year of completed service.....	26 days
Start of 20th year to end of 24th year of completed service.....	31 days
Start of 25th year and over.....	36 days

SECTION B: For the purpose of computing years of service, any employee whose employment commences between January 1 and July 1, shall be credited with a full year of service and previous permanent part-time employment with the Township shall be accumulated and the employee shall be given credit for an equivalent amount of full-time employment. Whenever a full-time employee leaves the Township's employ for active duty in the military service of the United States or receives a leave of absence, with or without pay, the period of active duty or leave of absence shall be included in computing years of service.

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

SECTION D: 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.

SECTION E: At the time of separation from the service, an employee shall be entitled to any half or full days vacation pay accumulated and not previously used.

SECTION F: An employee shall not be eligible for vacation leave unless he has been employed for six (6) consecutive months or more. New employees shall be entitled to .92 working days of vacation leave for each month of their probationary time, up to a maximum of eleven (11) days.

SECTION G: If Management has any resources available, the employee shall have the right to sell back unused vacation days at 50% of the employee's current rate of pay. This program shall be initiated, if at all, solely at the discretion of Management on or about November 1 of each calendar year.

ARTICLE IX

DEATH IN FAMILY

SECTION A: The employer agrees that immediately upon a death in the employee's immediate family, the employee will be granted four (4) working days off with pay.

SECTION B: The definition of immediate family includes the employee's spouse, child, mother or step-mother, father or step-father, brother, sister, grandparent, great-grandparent, grandchild, son-in-law, daughter-in-law, 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, or nephew, the employee will be granted one (1) day off with pay to be in attendance at those activities involved in the internment of and mourning for the deceased.

ARTICLE X

HEALTH AND INSURANCE BENEFITS

SECTION A: Current levels of health, hospitalization, and major medical insurance will be maintained.

SECTION B: Current levels of dental and orthodontia insurance will be maintained.

SECTION C: Current levels of prescription plan will be maintained.

SECTION D: Current levels of disability insurance will be maintained.

SECTION E: In accordance with NJSA 40A:10-23, current levels of benefits under Section A shall be provided to any employee who retires:

- a. After 25 years or more service with the Township, or
- b. After having reached the age of 62 or older with at least 15 years of service with the Township.

It is understood that should the statute be amended during the term of the contract to permit payment for said benefits with less than 25 years service, the contract shall be so amended provided that the minimum years of service shall not be less than 20 years.

Current levels of benefits under Section A shall be provided to the employee's dependents in the event the employee:

- a. Dies in the line of duty, or
- b. Dies after twenty-five (25) years municipal service with the Township of East Brunswick.

This Section (E) applies:

1. If no comparable health insurance is available from any other sources (spouse's employment, post-retirement employment, etc.), or
2. If coverage is available from another source other than the Employer, the Employer reserves the right to either reimburse the employee for the cost of coverage not provided by the Employer or to continue enrollment in the Employer's plan.

ARTICLE XI

SALARY AND WAGES

SECTION A: Full-time and part-time permanent employees covered by this Agreement shall be paid in accordance with the Salary Schedules for 1986 and 1987 as attached in Appendix B and C.

SECTION B: An employee's scheduled work hours cannot be changed without the payment of overtime unless there is a seven (7) calendar day notice of change. When an employee's scheduled work hours are changed without said notice, the employee is to receive base pay plus time and one-half (1 1/2) for the newly scheduled hours. This shall not be construed to limit or affect the transfer of an employee from one job assignment to another. This paragraph shall not apply to snow emergencies or other states of emergency as may be declared by the Mayor from time to time.

SECTION C: The Township agrees that employees covered by this Agreement shall be compensated for overtime work when such work has been authorized by the department head or his/her representative at an hourly rate equal to one and one-half (1 1/2) times his/her regular hourly rate. Departmental employees on a 35-hour work week shall receive pay for the eight (8) 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. Whenever an employee is required to work the sixth and/or seventh day and/or holiday, time and one-half (1 1/2) shall be paid such employees for all hours worked on the sixth and/or seventh day and/or holiday. If an employee works on a holiday, he or she shall be entitled to an additional day off with pay. Once overtime is earned it is secured. In all instances, however, overtime compensation shall commence only after the employee has worked eight (8) hours in any one work day.

SECTION D: In lieu of overtime, an employee, with the approval of their department head, may choose compensatory time. One and one half (1 1/2) hours of compensatory time shall be granted for each hour of overtime worked when this option is exercised. In all instances, however, such compensatory time shall commence only after the employee has worked eight (8) hours in any one work day.

SECTION E: The Salary Schedule will be strictly adhered to for the duration of the Agreement.

1. No employee is eligible for a salary increase on January 1 of any Agreement year unless they were hired prior to July 1 of the preceding year. This applies to all employees hired after January 1, 1986.
2. In the event a new employee is hired for a position, the salary shall not exceed 70% of the difference between the minimum and maximum salary rates for the appropriate grade. In the event the Township deems it necessary to pay higher than 70% of the difference between the minimum and maximum salary rates, the Township shall negotiate such change with the MEA.

3. ~~In the event an employee is promoted to a position of a higher grade, the salary shall be set by providing a 5% increase per grade increased, or the grade minimum, whichever is greater.~~
4. There will not be lateral salary adjustments within grade without negotiation between the parties.

SECTION F: There shall be a shift differential for shift workers of 17.5 cents per hour for the second shift (4 P.M. to 12 Midnight) and 22.5 cents per hour for the first shift (12 Midnight to 8:00 A.M.).

SECTION G: Pay days shall be bi-weekly on Friday; unless the Friday is a holiday, in which case pay day shall be the last work day preceding the holiday.

SECTION H: The base rate shall be determined by dividing the employee's weekly rate, including longevity, by the number of hours in the employee's prescribed normal weekly schedule.

SECTION I: The salary of an employee who is absent from work due to an unpaid leave of absence shall be frozen at the time the employee begins the unpaid leave of absence. Upon return to work, the employee shall be placed in a grade appropriate to the position to which he is returning and at the employee's prior salary. This provision shall not apply to those employees who take an unpaid leave of absence for purposes of maternity leave.

SECTION J: The parties will abide by the Fair Labor Standards Act (FLSA) requirements governing administration of overtime and standby pay.

ARTICLE XII

ASSOCIATION RIGHTS AND PRIVILEGES

SECTION A - INFORMATION: Management agrees to provide all relevant information, in response to reasonable requests, pertaining to the employees' terms and conditions of employment as articulated in this Agreement and as may be necessary for the Association to process any grievance.

SECTION B - RELEASE TIME FOR MEETINGS: Whenever any representative of the M.E.A. or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay or any other contractual benefit to which he is entitled, such as vacation time or personal leave, etc. Such activities shall be scheduled by or be scheduled with the approval of the Administrator or his/her designee(s). Approval shall not unreasonably be withheld.

SECTION C - USE OF MUNICIPAL MEETING ROOMS: The M.E.A. and its representative may schedule the use of municipal meeting rooms at all reasonable hours.

SECTION D - USE OF TOWNSHIP EQUIPMENT: The M.E.A. may use Township office equipment, excluding supplies, as may be needed at reasonable times, when such equipment is not otherwise in use. This use shall be arranged and approved by the Administrator and/or his/her designee(s). Such approval shall not be unreasonably withheld.

SECTION E - BULLETIN BOARDS: The M.E.A. may have exclusive use of a bulletin board at a location to be approved by the Administrator. The M.E.A. shall also be designated adequate space by each department head on all official bulletin boards in order to serve notice to anyone covered by this Agreement.

SECTION F - MAIL FACILITIES: The M.E.A. may use municipal mail facilities, except postage.

SECTION G - PRESIDENT'S PRIVILEGES: During fixed times as approved by the Administrator, or his designee(s), the President of the M.E.A. shall be permitted to meet during his tour of duty with the members. Such approval shall not unreasonably be withheld.

ARTICLE XIII

HOLIDAYS

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

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
LINCOLN'S BIRTHDAY	GENERAL ELECTION DAY
WASHINGTON'S BIRTHDAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	

SECTION B: If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

SECTION C: In addition to the above holidays, when Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day fall on a Tuesday or Thursday, the following Friday or preceding Monday shall also be given off with pay as a holiday to all employees covered by this Agreement. When other holidays listed under Section A of this Article fall on a Tuesday or Thursday, an additional personal day shall be given to each employee covered by this Agreement, which day shall be administered pursuant to Article XIV of this Agreement. This shall not apply to any employee hired after January 1, 1985. Martin Luther King Day shall be excluded from the provisions of this Section.

SECTION D: Upon termination of employment, an employee shall receive termination compensation for only those holidays accumulated prior to the date of termination.

SECTION E: Any employee scheduled or called into work on Easter Sunday shall receive holiday pay for all hours worked or two hours; whichever is greater.

ARTICLE XIV

PERSONAL DAYS

SECTION A: Each employee shall be granted four (4) personal days off with pay, non-cumulative, and in units of full or half days. During the remainder of the first calendar year of employment, one (1) personal day shall be accrued for each three (3) months of employment. This four (4) days shall be in addition to those granted in Article XIII, Section C.

ARTICLE XV

LONGEVITY PAY

SECTION A: All employees shall be entitled to the additional compensation based upon completed full years of service with the Township of East Brunswick, as of January 1st of each year as follows:

ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

- 2% at the end of the 5th year and start of the 6th year
- 4% at the end of the 9th year and start of the 10th year
- 6% at the end of the 14th year and start of the 15th year
- 8% at the end of the 16th year and start of the 20th year
- 10% at the end of the 24th year and start of the 25th year
- 12% at the end of the 29th year and start of the 30th year

SECTION B: The additional compensation provided for in this Section shall commence on January 1 of each year and shall be paid as part of the employee's regular wages. Any employee whose employment commences between January 1 and October 1 shall be credited with a full year of service and previous permanent part time employment with the Township shall be accumulated, and the employee shall be given credit for an equivalent amount of full time employment. Whenever a full time employee leaves the Township's employ for active duty in the Military Service of the United States or receives a leave of absence, with or without pay, the period of active duty or leave of absence shall be included in computing years of service. Hire dates and credit for years of service for those employees hired prior to June 1, 1986 shall be unaffected by this provision.

ARTICLE XVI

SICK LEAVE

SECTION A: Sick leave shall be paid leave which may be granted to 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.

SECTION B: During the first year of employment and until January 1 of the succeeding year, sick leave shall serve and be credited to each employee on the basis of one and one-quarter days of sick leave for each month of employment. Thereafter, sick leave for the forthcoming year shall be accrued and be credited to each employee on January 1 of each year at the rate of fifteen (15) days per year.

SECTION C:

1. For all employees hired prior to June 1, 1986, sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half day's pay per one full day of sick leave accumulated and not previously used. Upon "Service Retirement" or upon "Ordinary Disability Retirement" or upon "Accidental Disability Retirement," all of which are defined more specifically by the Public Employees Retirement System, an employee shall be eligible for pay on the basis of one full day's pay per one full day of sick leave accumulated and not previously used, to be paid by the municipality in not more than five annual installments from the date of retirement.
2. Any employee hired on or after June 1, 1986 shall be entitled to the accumulation of sick leave without limit during the employee's term of service. At the time of separation from service or retirement, said employee shall be eligible for pay for unused accumulated sick leave on the basis of 1/2 day's pay per 1 full day of sick leave accumulated and not previously used up to a maximum payment not to exceed \$10,000 per employee.

SECTION D: Accumulated sick leave may be used by an employee for personal illness, illness in his immediate family which requires his 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 E: 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 and Welfare shall be required.

SECTION F: If management has any resources available, the employee shall have the right to sell back unused 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 management on or about November 1 of each calendar year.

ARTICLE XVII

MISCELLANEOUS AGREEMENTS

SECTION A: Clean, cool water will be provided for all Public Works and Parks work details.

SECTION B: All employees covered by this Agreement who handle hazardous chemicals in the course of their employment shall be given an annual physical examination by the Township physician; the cost of which shall be borne by the Employer.

SECTION C: Custodial services will be provided for the Recreation, Public Works and Parks offices.

SECTION D: In the future, Township cars and utility trucks for the use of employees shall have, to the extent available through the dealer or manufacturer, power steering, power brakes, air conditioning, automatic transmission, and AM radios.

SECTION E: The Township Safety Committee shall assure compliance with rigorous safety standards as adopted by the Committee from time to time, based upon appropriate OSHA Safety Standards for all vehicles, equipment, and working conditions. Effective November 6, 1986, the Public Employees Occupational Safety and Health Act (PEOSHA) will be in effect.

SECTION F: During snow removal operations there will be a fifteen minute break every four hours and one-half (1/2) hour break for a meal within any eight (8) hours of overtime. Furthermore, during snow removal or other such occurrences, no employee shall be required or allowed to work in excess of sixteen (16) consecutive hours.

SECTION G: During the term of this Agreement every employee shall receive a copy of their current job description.

SECTION H: The working hours of the Township uniformed employees shall consist of eight (8) consecutive hours, inclusive of lunch, starting times shall be determined by the Employer.

SECTION I: In the event of extreme heat, 90 degrees Fahrenheit, or cold, 10 degrees Fahrenheit, those employees whose duties are limited to outside activities shall be allowed a ten (10) minute relief break per hour.

SECTION J: Any employee donating blood to the East Brunswick Blood Bank shall be granted the balance of the day off, with pay, after completing the donation.

SECTION K: A permanent employee lounge containing appropriate furniture, a refrigerator, sink, and stove shall be provided for the Municipal employees located at 1 Jean Walling Civic Center. For the lunch room at Dunhams Corner Road (Parks), a refrigerator, stove, sink, and table and chairs, shall be provided. For Public Works, the lunch room, its furnishings, refrigerator, sink and microwave shall continue to be provided for the term of this contract.

SECTION L: 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 Department Head and Administrator.

ARTICLE XVIII

CLOTHING ALLOWANCE

SECTION A: A clothing allowance shall be provided for uniformed employees of the Water Utility, Public Works, Parks, Traffic Safety Maintenance, Buildings and Ground Division, Public Health Nurse, Civilian Police Dispatchers and the Animal Control Officer in the amount of \$450 dollars in 1986 and \$485 in 1987. One half (1/2) to be available January 30th of each year and the remaining one half (1/2) to be available upon adoption of the year's budget.

SECTION B: The allowance shall be used for the purchase of uniforms to be selected by a joint management and MEA committee.

SECTION C: The allowance shall cover shirts, pants, safety shoes, outer jackets, gloves, parka, insulated undergarments, and other related items as might be included from time to time by joint agreement. In the event that there is a uniform change during the term of this Agreement, employees shall be allowed to wear the prior uniforms and thereafter all replacements purchased shall conform to the revised standards.

SECTION D: All employees not covered by a clothing allowance who request a lab coat or coveralls shall be provided one per year to be worn as appropriate with the permission of their immediate supervisor. The style and color shall be selected by the Division of Management Services pursuant to Section B of this Article.

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 each Department; (b) to hire, promote, transfer, assign, and retain employees in positions and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to determine the methods, means, and personnel by which such operations are to be conducted; and (d) to take whatever actions may be necessary to carry out the mission of each Department in situations of emergency. The Employer exercises these rights through the Administrative Procedures as created pursuant to Chapter 3-46.E of 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, State, or Municipal Law, and furthermore, nothing in this Article shall be construed to empower the Township to change, modify, or alter any of the provisions of this Agreement without the express written authorization of the Association.

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.

SECTION D: The Association must notify the employer as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each facility. Representatives of the Association who are not employees covered by this Agreement will not be permitted to visit the facility during working hours to discuss Association matters with employees at their work stations, unless they first receive permission from the employer or his agent. The privileges granted under this Article shall be revoked if the activities of said Association representatives impede the employer's operations.

ARTICLE XX

SAVING CLAUSE

SECTION A: 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 XXI

PART-TIME EMPLOYEES

SECTION A: Permanent part-time employees shall be defined as employees who work twenty (20) hours per week or more, whose salaries are budgeted in subaccount 102, who have received permanent appointment pursuant to ARTICLE VII, Sections C and D. Those temporary employees who worked more than twenty (20) hours per week for six months and who are budgeted in the following fiscal year, shall receive the same pro-rata benefits as a permanent part time employee.

SECTION B: Permanent part-time employees of the Township of East Brunswick who are included in the Association, shall receive the following pro-rated fringe benefits:

1. Sick Leave
2. Vacation Days
3. Personal Days
4. Leave Because of Death in Family
5. Holidays
6. Clothing Allowance (where applicable) pursuant to Article XVIII.

ARTICLE XXII

DURATION OF AGREEMENT

SECTION A: This Agreement shall be retroactive to January 1, 1986 and shall extend through December 31, 1987. Sick and vacation leave days earned in 1986 and paid to a retiring employee prior to the signing of this Agreement will be paid at the revised 1986 rate. However, days earned in 1985 and prior years will not be affected by this provision.

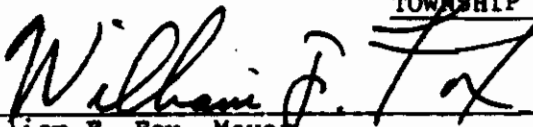
SECTION B: The parties do hereby agree that they shall commence negotiations for an agreement for the year 1988 on or before September 1, 1987.

SECTION C: Should agreement not be reached for 1988 by January 1, 1988, all rights, privileges, and responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

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.

AGREED:

TOWNSHIP OF EAST BRUNSWICK



William F. Fox, Mayor



Elizabeth H. Kiss
Township Clerk

MUNICIPAL EMPLOYEES ASSOCIATION



Paul Sarnak, M.E.A. President



Phil Fletcher, M.E.A.



Linda Langone, M.E.A.



David Blumig, M.E.A.



Frank Blackmore, M.E.A.



Miriam Goldberg, M.E.A.

Simon M. Bosco, M.E.A. Negotiator

APPENDIX A

<u>GRADE</u>	<u>TITLE</u>
3	Clerk Custodian I Data Entry Clerk-Trainee Parks Conservationist I Service Worker I
4	Custodian II Data Entry Clerk Public Safety Maintenance Worker I Revenue Clerk Senior Citizens Bus Driver Senior Clerk Telephone Operator/Receptionist Violations Clerk Water Meter Reader Water Utility Service Worker II
5	Administrative Finance Clerk Data Processing Operator Parks Conservationist II Public Safety Maintenance Worker II Reproduction Clerk/Operator Secretary Service Worker II Water Utility Service Worker III
6	Computer Operator/Programmer Park & Ride Facility Coordinator Coordinator - Office on Aging Counselor I Executive Secretary Mechanic Payroll Account Clerk Program Coordinator Recreation Accounts Clerk Senior Custodian Skilled Worker Water Service Representative Youth Counselor I
7	Accounts Control Clerk Animal Control Officer Civilian Dispatcher Code Enforcement Officer Deputy Court Clerk Engineering Inspector Trainee Equipment Operator Office Coordinator Public Safety Specialist I Senior Parks Conservationist Senior Service Worker Water Utility Service Worker IV

<u>GRADE</u>	<u>TITLE</u>
8	Meter Repairer Principal Revenue Clerk Public Safety Office Coordinator Public Safety Specialist II Recreation Specialist I Senior Mechanic Senior Water Utility Service Worker Water Filter Plant Operator
9	Administrative Assistant Consumer Affairs Investigator Environmental & Public Health Specialist Fire Inspector Parks Planner Planning Aide Surveying Technician
10	Assistant to the Mayor and Administrator Community Social Worker Computer Programmer/Analyst Public Safety Administrative Services Analyst Public Health Nurse Youth Counselor II
11	Assistant Planner/Landscape Architect Building Inspection Plan Reviewer Building Subcode Official Civil Engineer I Electrical Subcode Official Plumbing Subcode Official Public Health Nurse Supervisor

APPENDIX B

1986 SALARY SCHEDULE

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
3	11,380	19,720
4	11,970	21,656
5	12,462	22,963
6	12,978	24,198
7	13,516	25,459
8	14,094	26,857
9	14,604	28,129
10	14,991	30,212
11	15,560	31,725

1. In 1986, all employees will receive an increase of \$1,000. However, in no event will an employee receive more than the maximum salary for the appropriate grade.
2. Employees not at maximum as of 12-31-85, shall also receive an increase of 2% over their 1985 base salary. However, in no event will an employee receive more than the maximum salary for the appropriate grade.

APPENDIX C

1987 SALARY SCHEDULE

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
3	12,380	20,720
4	12,970	22,656
5	13,462	23,963
6	13,978	25,198
7	14,516	26,459
8	15,094	27,857
9	15,604	29,129
10	15,991	31,212
11	16,560	32,725

1. Employees not at maximum as of 12-31-86 shall receive an increase of \$850. However, in no event will an employee receive more than the maximum salary for the appropriate grade.
2. Employees not at maximum as of 12-31-86 shall also receive an increase of 4% over 1986 base salary. However, in no event will an employee receive more than the maximum salary for the appropriate grade.
3. Employees at maximum salary as of 12-31-86 shall receive an increase of \$1,000.

