

EMPLOYMENT AGREEMENT

BETWEEN

THE

CITY OF NEW BRUNSWICK

AND THE

NEW BRUNSWICK MUNICIPAL EMPLOYEES ASSOCIATION

AFFILIATE OF LOCAL 108, PUBLIC EMPLOYEE DIVISION, RWDSU,

UFCW

FOR THE PERIOD

OF

JANUARY 1, 2015

THROUGH

DECEMBER 31, 2018

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AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Mayor and the Council of the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City" and the New Brunswick Municipal Employees Association Chapter / Local 108, RWDSU, AFL-CIO, hereinafter referred to as the "Union".

#### ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of the Laws of the State of New Jersey and of the U.S. Federal Government as to promote and ensure harmonious relations, co-operation and understanding between the City and the Union: to prescribe the rights and duties of the City and the Union: to provide for the resolution of legitimate grievances, all in order that the Public Safety shall be expedited and effectuated in the best interests of the people of the City of New Brunswick and its employees.

#### ARTICLE II - INTERPRETATION

It is the intention of the parties that this Agreement is construed in harmony with the statutes rules and regulations that relate to the Department of Personnel Laws and to the New Jersey Employer -Employees Relations Act.

#### ARTICLE III - RECOGNITION

The City recognizes the Union as the exclusive bargaining representative of all employees excluding professional employees, Police Officers, Crossing Guards, Fire Fighters and Elected Officials: Heads and Deputy Heads of Departments, Divisions and Agencies; members of boards and commissions, managerial executives: and all Supervisors and Foremen having the power to hire, discharge, discipline, evaluate employees, promote, or effectively recommend same, and confidential employees.

#### ARTICLE IV - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or *any* complaint by an employee as to any action or non-action taken towards him/her which violates any rights arising out of his/her employment.

Step 1. A representative of the Union and or the affected employee shall present the employee's grievance in writing to the employee's Department

Director or his/her designee within thirty (30) working days of its occurrence or within thirty (30) working days after the employee becomes aware of the event. The Department Director or his/her designee shall attempt to adjust the matter and shall respond to the Union representative and the employee in writing within five (5) working days of the receipt of the grievance.

Step 2. If the grievance remains unsettled or unanswered by the Department Director or his/her designee, it shall be presented in writing by the Union Grievance or Executive Committee to the Conflict Resolution Officer or his/her designee within ten (10) working days after the Department Director's response is due. The Conflict Resolution Officer or his/her designee shall respond in writing to the Union Grievance or Executive Committee within ten (10) working days.

Step 3. If the grievance remains unsettled or unanswered by the Conflict Resolution Officer, it shall be presented in writing by the Union Grievance or Executive Committee to the City Administrator within ten (10) working days after the response of the Conflict Resolution Officer or his / her designee is due. The City Administrator shall respond in writing to the Union Grievance or Executive Committee within ten (10) working days.

Step 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) working days of receiving the answer from the City Administrator or within thirty (30) working days of the time when answer in writing from the City Administrator is due. The City shall have twenty (20) working days from any occurrence to file disciplinary action. Any employee given a certain number of days reprimand shall begin his /her suspension period within five (5) working days of being notified. If, however, a grievance is submitted, then the suspension period shall start no later than five (5) working days after the grievance is settled or such action shall become void.

## ARBITRATION

A. Arbitration requests must be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the contract provisions allegedly violated.

B. The selection of the independent arbitrator must be made pursuant to the rules then existing of the Public Employment Relations Commission.

C. As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, the City and the Union in writing. It shall be the obligation of the arbitrator, to the City and the Union; to make his/her best effort to rule on the cases heard by him/her within twenty-one (21) calendar days after the hearing.

D. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step 1. The parties shall not construe this paragraph so as to limit the submission of proofs.

E. The power and authority of the arbitrator shall be strictly limited to a determination and the interpretation of the terms of this Agreement, as herein expressly set forth. He/she shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City or the Union or employee or to establish or change any wage or rate of pay that has been agreed to in this Agreement except where the arbitrator finds that a clause in the Agreement is illegal or unconscionable.

F. The Union may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration except with prejudice, unless the City shall consent that such withdrawal or discontinuation is without prejudice.

G. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

H. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arguments for and pay the witnesses, which are called by it.

I. If the Public Employment Relations Commission is abolished or its mission substantially changed to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

J. Any steward or officer of the Union required in the grievance procedure to settle disputes or any arbitration, shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of resolving and grievance or arbitration matter.

#### ARTICLE V - ADMINISTRATION OF AGREEMENT

A. A committee consisting of City and Union representatives shall meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom.

B. Said committee meetings shall be scheduled some time during the third weeks of March, June, September and December. For the purpose of this Agreement, these meetings are not intended to by-pass the grievance procedure nor to be considered collective negotiation meetings but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

C. Either party may request a meeting and shall submit a written agenda or topics to be discussed seven (7) days prior to such meeting.

D. A maximum of five (5) employee representatives of the Union may attend such quarterly meetings and if held during regular work hours, they shall be granted time to attend without loss of pay.

#### ARTICLE VI - RIGHTS AND PRIVILEGES OF UNION

A. The Union shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Union representatives and/or shop stewards and such Union representatives and or shop stewards shall not be discriminated against due to their legitimate Union activities.

B. Union officers, representatives and/or shop stewards shall have the right to enter upon the premises of the employer during working hours for the purpose of conducting normal duties relative to the enforcement of this Agreement, provided reasonable advanced notice is given and so long as such visits do not interfere with proper service to the public, or the normal duties of the employees.

C. It is agreed that the Chapter will furnish to the employer a list of duly elected or appointed Union Chapter officers, representatives and shop stewards within fifteen (15) days after election or appointment. While serving Union as a Union representative and / or shop steward, an employee will not be promoted, reassigned or transferred to another location without seven (7) days prior written notice to the Union Chapter President.

D. A Union officer, representative and or shop steward may arrange to check cards and time sheets at reasonable times, upon reasonable notice.

E. The employer agrees within seven (7) calendar days to make available to the Union all relevant information which may be necessary for the Union to process any grievance, unfair practice charge, arbitration or complaint. All such information shall be updated upon request. All requests shall be made through the City Administrator.

F. Whenever any representative of the Union or any employee is scheduled by the employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearing, unfair practice charges, or other PERC hearings, PERC conferences, or PERC meetings, the employees shall suffer no loss in pay. In matters involving grievance procedures, arbitration hearings or PERC matters, no more than three (3) Union Chapter representatives will be authorized to attend such meetings.

G. The Union shall have the free, visible and unrestricted use of seven (7) bulletin boards, which shall be provided by the employer for their exclusive use. There shall be one bulletin board each in the City Hall, the Public Works Building, the Library, Police Department Building, Parks Building and the Water Utility Department.

#### ARTICLE VII - DUES CHECK OFFS AND REPRESENTATION FEES

A. The employer agrees to check off Union dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the employees in monthly installments. The City in two checks one to the Union Chapter and one to the Union Local shall dispense these moneys.

B. The employer agrees to checkoff a representation fee, in



lieu of dues, in accordance with procedures set forth in Section C of this Article, to be assessed against employees who are not members of the Union; in an amount equal to 85% of the dues payable by members and to pay over such money to the duly elected treasurer of the Union in monthly installments.

C. REPRESENTATION FEE PROCEDURES:

1. Purpose of Fee:

If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee:

a. Notification

Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of any special assessments relating to contract administration or contract negotiations concerns.

Legal Maximum

In order to adequately offset the per capita cost of service rendered by the Union as the majority representative, the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

3. Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph b. below; the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

b. Payroll Deduction Schedule

The City will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deduction will begin with the first paycheck paid.

1. Ten (10) days after receipt of the aforesaid list by the City; or

2. Twenty (20) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the City in a non-employment in a bargaining unit position, whichever is later.

4. Termination of Employment:

If an employee who is required to pay a representation fee terminates his / her employment with the City before the Union has received the full amount of the representation fee to which it is

entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year question.

5. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

6. Changes

The Union Chapter will notify the City in writing of any changes in the list provided for in paragraph "a" or section A 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 City received said notice.

7. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, class titles and dates of employment for all such employees.

8. Demand and Return System

The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share" if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues *may* obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board

established for such purposes by the Governor in accordance with N.J.S.A. 34: 13A-5.4, as amended.

#### ARTICLE VIII – DISCRIMINATION

The City and Union both recognize that there shall be no discrimination by reason of sex, creed, race, national origin, sexual orientation or age as far as employment. The City further agrees it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the Union nor will the City encourage membership in any association or union or do anything to interfere with the exclusive reorientation of the City in the appropriate bargaining unit.

#### ARTICLE IX- SENIORITY

- A. All employees of the City of New Brunswick shall be credited with seniority from the date of employment, which shall be called "employment seniority."
- B. For such jobs as are covered by the Merit System, there shall be the Merit System classification seniority dating from the time that the Department of Personnel certifies the employee to a Merit System position.
- C. The seniority list shall be brought up to date on July 1 of each year and posted on the bulletin boards. Such list shall have the date of hire and classifications. A copy of the seniority list shall be mailed to the president of the Association.

#### ARTICLE X - LAYOFF AND RECALL PROCEDURES

- A. When it is necessary to lay off employees, the Union shall be notified at once. The layoff and procedures discussed and the conditions outlined below and the established protections administered by the Department of Personnel shall be observed.
- B. Permanent employees will not be laid off before any emergency appointments, temporary appointments, a provisional appointment to permanent positions or employees serving in

working test periods with the classification affected. These non-permanent employees will be given minimum notice of at least two (2) weeks of any reduction in force.

- C. The City will provide a maximum of forty-five calendar days' notice of lay off to any permanent employee to be affected.
- D. Position classification seniority shall be the determining factor to be considered when identifying, which permanent employees are to be laid off, consistent with the Department of Personnel rules and procedures.
- E. Whenever possible, the City will try to avoid layoffs by transferring, reassigning or offering to demote employees to available vacancies without decreasing the employee's present salary.
- F. Permanent employees affected by lay off requirements may exercise bumping rights with their position classification or to equated lower rated position classifications as provided.
- G. The name of the permanent employee who is laid off shall be placed on a special re-employment list, Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the position classification or equated position classification and no new employee shall be hired until all employees on layoff status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the employer with any address change while waiting for recall.
- H. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority. Notice of recall will be made in writing by certified mail, return receipt requested, to the employee's home address of record, with a simultaneous copy of the notice being sent to the Union.
- I. (1) Any employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the date of

mailing or be considered to have abandoned his / her recall rights.

(2) An employee recalled to his/her former or equated position classification must report for reinstatement or be considered to have abandoned his / her recall rights.

(3) An employee recalled to a position classification with a lower salary rate than his / her previous job classification may refuse such position and remain eligible for recall.

J. An employee on layoff accrues no additional sick leave or vacation credits. When an employee is recalled from layoff and reinstated, he/she is considered to have continuous service credit for computation of future earned vacation.

#### ARTICLE XI - DEPARTMENT OF PERSONNEL RULES AND REGULATIONS

A. The administrative and procedural provisions and controls of the Merit System Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement specifically indicate an understanding contrary to or in conflict with any such provision, the parties agree to negotiate the provision found to be illegal or illegitimate within 45 days of the declaration that the subject provision is illegal or illegitimate.

B. Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional or promotional examinations administered by the Department of Personnel of the State of New Jersey shall be granted time off with pay to take such examination if they are scheduled during the work shift of the employee. Such privileges may not be abused.

C. It is the intent of this Agreement that employees shall be placed in the Merit System. However, it is recognized that there will be from time to time employees classified as temporary or provisional for more than four (4) months. In such cases the Union shall have the right to review the circumstances involving the temporary or provisional employment and if no agreement can be reached on the matter it can be moved to appropriate step in the grievance procedure.

## ARTICLE XII - NOTICE OF VACANCIES

A. Notice of all promotional and/or advanced title vacancies shall be posted and a written notice shall also be given immediately to the president of the Union. There shall be appropriate bulletin boards with the minimum of one in every building where there are employees.

B. Whenever a vacancy is posted or a newly created position is posted, the type of work, place of work, rate of pay, hours of work, classification and special eligibility, if any shall be on the notice. The notice shall be on the bulletin board for a sufficient period of time so that all employees shall have an opportunity to file for the position. That is to say no less than two (2) weeks before the vacancy is to be filled.

## ARTICLE XIII- PROMOTION AND TRANSFER PROCEDURES

A. Promotion means that advancement of an employee to a position classification with increased duties and responsibilities and higher salary range.

1. All promotions and other personnel transactions shall be made in accordance with Rules of the Department of Personnel.

2. Upon promotion of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

3. Upon promotion, an employee shall be informed of his/her new rate of pay one-week in advance of the effective date.

4. It is agreed that employees in the service of the City of New Brunswick will be given preference over candidates not employees by the City of New Brunswick consistent with the Department of Personnel statutes and regulations.

B. Any employee promoted shall receive a three and one-half (3 1/2) percent raise or the minimum salary for his/her new position whichever is greater. Any increase in pay due to a promotion shall not preclude any employee from receiving full benefit of any negotiated wage increase contained in this Agreement.

## ARTICLE XIV - LEAVE OF ABSENCE

A. RESERVED

B. MILITARY LEAVE: N.J.A.C. 4A:6-1.11 shall apply.

C. LEAVE WITHOUT PAY TO FILL OFFICES:

1. A permanent employee shall be granted a leave without pay to fill elected public office for the period of the term of such office.

2. Upon expiration of said term, such person shall be entitled to resume his/her position provided that he/she applies for the same prior to the expiration of the leave and provided he/she shall return to duty within six (6) years after the commencement of the leave, the employee's name shall be placed on a special re-employment list upon the expiration of such six (6) year period.

D. LEAVE OF ABSENCE WITHOUT PAY: N.J.A.C. 4A:6-1.1(a)2 shall apply.

E. JURY DUTY

Any employee called to jury duty shall not lose any pay during such time as he/she served upon the jury. Any compensation received for jury duty in excess of documented parking fees shall be turned over to the City immediately upon receipt.

F. BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee - spouse, parent, child, brother, sister, grandparent, grandchild, in-laws (father, mother, daughter, son) or partner through Civil Union, or any relative residing in the employee's household, the employee shall be granted three (3) days leave of absence with full pay or one (1) full day with pay in the event of death of an aunt, uncle, cousin, niece or nephew, brother or sister in law, grandparent-in-law. Employees attending the funeral of a relative enumerated above *which* is held two hundred (200) miles or more distant from the employee's residence shall be granted one (1) additional day leave of absence with pay. The City reserves the right to request evidence of Civil Union status,



## ARTICLE XV -HOLIDAYS

A. The following holidays with pay shall be observed: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Christmas.

B. If a holiday falls on a Sunday, it shall be observed the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Sections A and B shall be modified to the extent that they shall be controlled and observed in accordance with the "National Holiday Monday Act".

C. In the event that a holiday is observed during an employee's vacation, he/she shall not be charged a vacation day and should a holiday occur while an employee is on sick leave, he/she shall not have the day charged against his her accumulated sick leave.

## ARTICLE XVI- VACATIONS

Benefit time (vacation, sick leave, personal days) may not be taken in advance of being earned. unless the employee submits a request, in writing, to his/her Department Director or his/her designee acknowledging that such leave is being taken in advance of being earned and in the event the employee leaves the service of the City of New Brunswick before the time taken is earned, the employee acknowledges that he/she owes the City of New Brunswick the difference between the time taken.

A. Vacations shall be scheduled as far as possible in advance giving consideration to the individual needs of the employees. In case of conflict in any Division, seniority shall prevail.

B. The following schedule shall prevail:

One (1) working day's vacation for each month of service during each of the first five (5) calendar years of employment:

Fifteen (15) days each year during calendar years six (6) through ten (10):

Twenty (20) days each year during calendar years eleven (11) through fifteen (15)

Twenty five (25) days each year during calendar years sixteen (16) through twenty-nine (29):

Thirty (30) days vacation after thirty (30) years of service.

C. Vacation time should be taken during the year in which it is earned. An employee shall be permitted to carry forward five (5) days unused vacation into the succeeding year without any approval; up to ten (10) days unused vacation into the succeeding year only, upon written request to, and approval by the employees Department Director; and over ten (10) days unused vacation into the SUCCEEDING YEAR ONLY, upon written request to and approval of the City Administrator after recommendation and approval of the employee's Department/Division Director. Such approval by the City Administrator shall be based on a determination that the employee cannot take all of his/her vacation due to the pressure of the workload. Such approval shall be in writing and a copy furnished to the Personnel and Finance Offices. An employee shall have the absolute right to use any carried-over vacation time without threat of losing said time.

D. After the fifth (5th) year of employment an employee shall receive on January 1st of each calendar year all vacation time in anticipation of continued employment.

E. At the City's discretion, the City may buy back unused vacation time at seventy-five (75) percent of value.

F. Upon the death of an employee having to his / her credit any annual vacation leave, there shall be calculated and paid to his / her estate a sum of money equal to the accumulated vacation leave balance (in hours) multiplied by the employee's hourly rate at the time of their passing.

## ARTICLE XVII - PERSONAL DAYS

All City employees covered by this Agreement shall be granted five (5) days of personal leave to be used for any purpose whatsoever. Personal days will be credited two and one-half (2 1/2) days on January 1st and two and one-half (2 1/2) on July 1<sup>st</sup>. Personal Days shall not be accumulated. Unused balances in any calendar year shall be forfeited. Personal Days can be used in conjunction with planned vacation days.

## ARTICLE XVIII - SICK LEAVE

### I. SICK LEAVE WITH PAY

A. Employees shall earn one (1) working day sick leave with pay for each month of service from their date of appointment up and including December 31st of the first calendar year of employment and one and one quarter (1 1/4) working day sick leave with pay for each month of service thereafter. Unused sick leave time may be accumulated from year to year but such accumulation shall not exceed one hundred fifty (150) days. Any employee having accumulated more than one hundred fifty (150) days under a previous Contract shall be capped at the accumulated total existing as of December 31, 1987.

B. After the first year of employment Sick Leave shall be credited as of January 1st in anticipation of continued employment. N.J.A.C. 4A:6-13(A)-2.

C. All employees within the unit who have perfect attendance records during the calendar year, i.e., who have not utilized any such days during that year, will be credited with an additional two (2) sick leave days.

D. If any employee requires less than the full amount of allowable sick leave in any calendar year, the amount of sick leave not taken shall accumulate to his/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay as needed. Sick leave for the purpose herein is defined to mean absence from duty of an employee because of personal illness by reasons of which such employee is unable to perform the usual duties of his/her position or exposure to a contagious disease.

E. The City has the right to request sick time verification whenever it deems it necessary. However, this shall not be done in an arbitrary or

capricious manner.

F. The Department/Division Director may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

G. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short period of attendance of the employee upon a member of the family living with the employee and who is seriously ill.

H. An employee who has used-up all calculated sick leave time, and is ill, may use personal days, compensatory days and or vacation days during said situations.

## II TEMPORARY DISABILITY LEAVE WITH PAY (WORKER'S COMPENSATION)

Any employee who is disabled because of occupational injury or disease may, on the recommendation of the Department Director, be granted a leave of absence with full pay for a period not to exceed one (1) week provided that employee has filed an appropriate claim for Worker's Compensation in the Personnel Office. Thereafter, leave and the provisions of the New Jersey Statutes governing Worker's Compensation shall govern compensation.

## ARTICLE XIX - WORK WEEK AND OVERTIME AND COMPENSATION TIME POLICIES

A. The City has the right to determine the work week within the guidelines of federal and state laws and Department of Personnel regulations, except that no change will be made in the present work schedule without prior negotiations with the Association.

B. The normal work week, except for office workers, shall consist of a continuous eight (8) hour shift within a twenty-four (24) hour period: Office workers shall work seven (7) hours per day, thirty-five (35) hours per week. The normal workweek, except for Garbage & Trash workers, drivers and forepersons, shall consist of five (5) workdays within a seven (7) day period beginning at 12:01 a.m. Sunday and ending at 12:00 p.m. Saturday.

The work week for Garbage & Trash Workers, drivers and forepersons shall consist of six (6) days Monday through Saturday. Effective January 5, 2009, the work week for Garbage & Trash workers shall be eight (8) hours per day, five (5) days per week with one (1) crew working on Saturday at the overtime rate of time and one-half (1 ½). Animal Control Officers will work thirty seven and a half hours (37 1/2) per week or seven and a half hours (7 1/2) per day. Animal Control Officers will earn a minimum of two (2) hours overtime for emergency call out.

C. All employees shall be paid straight time for a regular workday: time and one-half shall be paid in excess of eight (8) hours in any one day or forty (40) hours in any week (except for plant employees assigned to rotating shifts; and Garbage and Trash workers, drivers and fore person).

Employees assigned to rotating shifts in Pumping Stations and the Water Treatment Plant shall work eighty (80) hours in a two week period.

D. Seasonal and Temporary Employees – Parks and Shade Tree Divisions: Seasonal and temporary employees can work beyond the normal workday so long as these assignments do not interfere with weekend overtime assignments given to permanent full time employees.

E. All full time employees: requested, or scheduled to work any holiday included in Article XV shall continue to be paid two (2) times the employee's normal hourly rate (straight time for the holiday and straight time for the hours actually worked). All shift employees- Water Treatment Plant Operators and shift employees in the Department of Water and Communication Operators in the Department of Police - will receive payment for the thirteen (13) holidays provided for in Article XV in two checks: one check for six and one-half (6 %) days no later than June 30th and one check for six and one-half (6 %) days no later than December 31 of each calendar year. There will be no overtime pay for holidays for the aforementioned employees as all such holiday pay will be incorporated in two (2) holiday checks regardless of whether an employee works a holiday or not.

F. Any employee called back in emergency circumstances will be paid at the rate of time and one half (1/2) or in accordance with the other paragraphs of this subsection and shall be guaranteed a minimum of two (2) hours pay to be computed from the time the employee actually clocked in.

1. The City and the Union will jointly institute a Committee to

review and study the current Emergency Call Back Policy.

G. Notwithstanding any other provision in this paragraph, any employee shall have the right to elect to receive compensatory leave time on the same basis as overtime compensation as specified in the article (i.e., if an employee is entitled to one and one-half (1 ) times his/her pay ,then the compensatory leave shall equal same). All compensatory leave must be used in the calendar year in which it is earned or it shall be converted to overtime pay and the employee shall receive such pay in a separate pay check.

H. In computing overtime compensation, one-half (1/2) hour shall be the smallest fraction of an hour reported.

I. Effective January 1, 2016, the City agrees to pay Fire Inspectors in the fire safety office four (4) hours of overtime for each weekend on call assignment he or she is given. Weekend assignments begin on a Friday at 4:30 p.m. and end on Monday night at 12:00 midnight. Currently, each inspector is required to be on call for thirteen (13) weekend rotations per year. This compensation shall be in addition to the overtime compensation earned for actual time worked at a fire scene. Once at the fire scene, overtime is subject to a two (2) hour minimum and will remain so. Each inspector will be required to execute an agreement stating that they will not consume any alcoholic beverages while he or she is "on call." This agreement and requirement will be strictly enforced.

#### DEFINITIONS

Time and one -half (1/2) is straight time plus an additional one -half percent, which means: If you were to earn *one* (\$1.00) dollar an hour overtime compensation is one dollar (\$1.50) fifty cents an hour.

A. The City Administration can institute shifts in Departments/Divisions if it is found that specific services must be provided. In the event a shift is to be established, notice will be given to employees affected at least one work week in advance. It is not contemplated that shifts (or individual schedules) will change frequently. If the Union believes there are abuses arising out of shift work, then the grievance will be fast tracked to the City Administrator for resolution.

B. Any employee who is required to attend any meeting, symposium, conference or other activity during other than his/her normal working hours shall receive hour and one-half for hour time compensation, in the terms of time off from

his/her regular duties to be taken within thirty (30) days from the time said hour or part thereof shall first accrue.

C. No employee will be required to work more than sixteen (16) hours in any given twenty-four (24) hour period.

#### REST PERIOD

Each employee shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for second and third shifts also be considered half-day periods of work). In addition, each blue - collar employee shall be entitled to a ten (10) minute wash-up period at the end of the scheduled work period.

#### MEAL REIMBURSEMENT

Any employee required to work through a supper or other meal hour other than lunch shall be entitled to reimbursement for meals at the rate of eight dollars and fifty cents (\$8.50) per meal.

#### ROTATION OF OVERTIME ASSIGNMENTS

Overtime for employees shall be rotated intradivisionally by title only. The overtime list shall be developed on an annual basis. The overtime rotation shall be by seniority with the senior most employee receiving preference in the rotation only. Seniority for this purpose is based upon the date of provisional appointment to the employee's current title.

#### ARTICLE XX - OUT OF TITLE WORK

Out-of-title work refers to an employee being assigned to: 1) work outside of the occupational group to which the employee's position is allocated; 2) work which is above or below the levels of duties and responsibilities which are currently assigned to the classification of the position occupied by the employee, and 3) a level of supervision above or below the current classification of the employee's position.

A. The City and the Association agree that employees should be assigned work appropriate to and within their job classification.

The practice of permanently assigning out-of-title work to employees shall be discontinued insofar as possible. Instances of out-of-title work identified by the association and formally brought to attention of the City shall be corrected by phasing out such assignments at the earliest time which shall in any case be no more than six (6) months from the time of notification by the union. Any dispute as to whether the work is within the job classification of the employee(s) involved shall be resolved by the Union or employee appeal to the Department of Personnel.

B. Management retains the right to demote employees for good and sufficient reason. Individuals subject to a demotion shall be notified in writing with a copy to the Union and have the right to appeal.

C. When an employee is assigned duties which are in a higher position classification for thirty (30) days or more, he/ she will be paid at the minimum step of the range allocated to such higher position classification or if the employee's salary is three and one-half (3 1/2) percent higher than their present rate of pay.

#### ARTICLE XXI - HEALTH AND WELFARE

A The City will assume the full cost of family coverage compatible to Blue Cross/Blue Shield, Rider "T", Major Medical Insurance, Dental, Prescription and Vision Plan.

Effective July 1, 2009, all employees will contribute \$10.00 per pay period towards the cost of the health care premium.

Effective January 1, 2010, all employees will contribute \$12.00 per pay period towards the cost of the health care premium.

The City shall have the right to implement an additional health plan or plans to supplement the current health benefits program offered to MEA members. MEA members may, at their option, elect to participate in such plans if established.

B. Prescription Plan:

Effective January 1, 2006 - Three (3) Tier Formulary Program



A. The Employee will pay ten (\$10.00) dollars for generic prescriptions, twenty (\$20.00) dollars for preferred brands and thirty (\$30.00) dollars for non-preferred brands.

B. There will be a mail order option for ninety (90) day supplies of prescriptions. The co-pay will be double for mail order supplies, i.e., twenty (\$20.00) dollars for generic, forty (\$40.00) dollars for preferred brands and sixty (\$60.00) dollars for non-preferred brands.

Effective February 1, 2016, co-pays for 30 day supply: generic drugs, \$10; preferred brand drugs, \$30; and non-preferred brand drugs, \$50. Co-pays for 90 day mail order supply: generic drugs, \$20; preferred brand drugs, \$60; and non-preferred brand drugs, \$100.

Upon ratification of the agreement by the parties, a mandatory generic dispense as written ("DAW") procedure shall take effect. That is, if a healthcare provider indicates "DAW" or "dispense as written" on the prescription, the participant shall only pay the preferred or non-preferred co-pay. If the healthcare provider does not indicate "DAW" or "dispense as written" the member shall pay the brand (preferred or non-preferred) co-pay plus the difference in cost between the generic and the drug obtained.

#### DRUGS COVERED

Federal Legend drugs, State Restricted Drugs, and compounded medications. AIDS medication is available by mail order only. Needles and syringes for insulin users. Oral Contraceptives. Specialty drugs shall be purchased through Maxor mail order.

#### Exclusions:

- 1) Medications received while an inpatient in a licensed hospital, rest home, nursing home, sanitarium, etc.
- 2) Medication for which the cost is recoverable under any workers compensation or occupational disease law.
- 3) Medications furnished by any other drug or medicinal service for which no charge is made to the recipient.

4) Any drug labeled "Caution limited by Federal Law to Investigational Use" or experimental drugs even though a charge is made to the patient.

5) Also, drugs used for cosmetic purposes. Example of exclusions - Retin A is acceptable when it is prescribed for the treatment of acne, it is not covered for use as an anti-wrinkle cream. Rogaine is not covered.

6) Genetically Engineered Drugs such as hormone drug which induce growth in children. Genetically Engineered Drugs are continuously being developed, an evaluation of all new developments will be done on a case by case basis. For example, the City may want to consider the inclusion of Genetically Engineered Drugs to reduce heart disease.

7) Fertility Drugs - Oral and injectable drugs which facilitate pregnancy.

8) The parties agree to limit prescriptions for erectile dysfunction ("ED") to 6 pills per month per participant. If, however, the participant's healthcare provider prescribes such medication for a non-ED condition, the participant shall be allowed to exceed the limit if the healthcare provider establishes medical necessity.

9) The plan shall not cover Proton Pump Inhibitors ("PPI") in as much as these drugs can now be purchased "over-the-counter."

Payment-in-lieu of benefits:

Any employee who does not elect coverage under Paragraph A above for the six (6) month periods of January 1st through June 30th or July 1st through December 31st, and whose spouse is not provided coverage by the City shall receive a lump sum payment-in-lieu of benefits in the amount of seven hundred fifty (\$750) dollars for each six-month period payable the first day of June and December. This amount shall be prorated only in the case of a newly filled full-time or permanent part-time employee.

Likewise, any employee who would otherwise be eligible for family coverage, but who elects individual coverage only, for the periods of time listed earlier and whose spouse is not provided by the City shall receive

payments as described earlier. Any employee who elects not to be covered by the City hospital, surgical, and major medical coverage but retains dental, prescription and vision coverage and whose spouse is not covered by the City shall receive payment of six hundred fifty (\$650) dollars as per the above.

Permanent part-time employees shall receive a prorated payment consistent with Article XXXIII.

Effective January 1, 2010, reimbursement under the AETNA plan for prescription co-pays will no longer be available.

#### COORDINATION OF BENEFITS

Effective 1/1/2002

All City Health benefits Providers will be required to coordinate benefits when non-City plans are enjoyed by family of City employees. The "Birthday Rule" will apply for dependent children in such situations.

A. The City will conform to all requirements of COBRA and/or the New Jersey Insurance Constitution Plan as applicable to the City and the employee.

B. The City will assume the entire cost of health and welfare benefits at the same level as the affected employee enjoyed while actively employed including all upgrades and changes in coverage and shall pay all premiums for employees who retire on a disability pension.

C. For those employees hired prior to December 31, 1998 the City will assume fifty (50%) percent of health and welfare benefits for those employees who have twenty-five (25) years or more of service with the City or are sixty-two (62) years of age and fifteen (15) years of service.

For those employees hired after January 1, 1999 the City will assume fifty (50%) percent of health and welfare benefits for those employees who have twenty-five (25) years of service or more service with the city or are sixty-two (62) years of age and twenty (20) years of service.

The level of coverage will be equivalent to coverage provided to active

employees.

Co-pays, deductibles and/or eligible benefits are subject to collective bargaining and are therefore subject to change. Medicare will be primary health coverage when retiree turns sixty five (65).

D. All employees who retire under the Public Employees Retirement System having less service time then specified in Section D above shall be given the option of continuing their health and welfare benefits as provided to them as current employees at the per-person group cost which the City incurs.

E. The City agrees to implement any new or upgraded health and welfare benefits extended to other City Bargaining Units during the life of this contract.

F. Any improvement in the Public Employees Retirement System will become part of this Agreement.

G. Employees hired after January 1st, 1999 will be required to enroll in an HMO health benefit in force at the time or pay the difference in premium between the traditional indemnity plan in force at the time and any HMO available.

H. Health benefits, for any employee absent from work due to an approved disability, will be by the City at one hundred (100%) percent of value for the first three (3) months of disability only.

RE-OPENER: The parties agree that the City shall have the right to re-open the contract on or before July 1, 2017 for the sole purpose of addressing the implementation and effect of the Affordable Care Act's Excise Tax on the City's health benefits plans and MEA unit members. Should the City exercise its right to reopen the contract pursuant to the provisions of this paragraph, and should the parties be unable to come to an agreement on the issues raised by either party regarding the implementation and effect of the Affordable Care Act's Excise Tax on the City's health plans and on MEA unit members, the parties agree to submit these limited issues to an arbitrator to be mutually selected by the parties or through the parties' contractual grievance procedures. The appointed arbitrator shall apply the interest arbitration criteria set forth in N.J.S.A. 34:13A-16, et seq., in making his/her determination.

ARTICLE XXII - TERMINAL LEAVE AND PAY

A. For employees hired prior to January 1, 1991, terminal leave and pay shall be granted to all employees who retire under the provisions of the New Jersey Public' Employees Retirement System based on the employee's accumulated sick leave at the time of retirement. This does not include discharge for just cause. Employees qualifying for terminal leave and pay shall be paid 50% in time and 50% in money. Upon the establishment of a retirement date, eligible employees will be entitled to time off prior to retirement at the rate of 50% of their terminal leave benefits. Upon the expiration of the 50% benefits in time, said employee shall receive payment for the remaining 50% of terminal leave benefits in a lump sum payment.

B. Employees hired after January 1, 1991 shall receive payment for 50% of the member's value of accumulated unused sick leave up to a maximum of \$10,000.00 per employee which may be taken in a lump sum payment at retirement

C. Upon the death of any employee, regardless of age, the estate of said employee will be entitled to payment in the amount of 50% of the employee's accrued sick time balance at that time.

ARTICLE XXIII - LONGEVITY PAY

A. Persons who have been in the employ of the City shall receive a longevity stipend calculated from the date of hire. Effective as of January 1, 1999 the Longevity Pay will be amended as follows:

- After five (5) years of service = 4% of Base
- After ten (10) years of service = 7% of Base.
- After fifteen (15) years of service = 9% of Base
- After twenty (20) years of service = 11 % of Base
- After twenty-five (25) years of service = 13% of Base
- After thirty (30) years of service = 15% of Base

For those employees hired on or after January 1, 1999 a longevity benefit will no longer be offered by the City.

B. The longevity stipend shall be included in the employee's annual salary for the purpose of PERS calculation and the payment equally apportioned among pay periods.

#### ARTICLE XXIV - AUTOMOBILE USE

The rate for mileage to cover use of one's personal vehicle for City business shall be equal to that permitted by the U.S. Internal Revenue Service and shall be subject to audit. Only housing inspectors shall be eligible for mileage reimbursement.

Effective January 1, 2007, automobile usage will be paid quarterly (4 times a year) at the following rates:

\$550.00 per quarter for 2011  
\$575.00 per quarter for 2012 and 2013  
\$600.00 per quarter for 2014

For those Housing Inspectors who are required to use their own personal vehicles for an entire quarter, reimbursement shall be as follows:

2015: \$625.00  
2016: \$650.00  
2017: \$675.00  
2018: \$700.00

Inspectors who use their personal vehicles for a portion of a quarter, their reimbursement will be pro-rated accordingly. Inspectors who are given the use of a City vehicle for an entire quarter or quarters will receive no reimbursement.

#### ARTICLE XXV - TUITION REIMBURSEMENT PROVISION

Employees will be eligible for the City's College Tuition Reimbursement Benefit only under the following circumstances:

1. Any employee seeking reimbursement for college tuition must obtain prior approval from the City Administrator before registering for any college course.

2. Approval of a course for reimbursement does not necessarily constitute the City's approval of an overall program of study. Each course

will be assessed for eligibility separately and individually.

3. To be eligible for this benefit an employee must be employed full time with the City for a period of at least 2 years.

4. Tuition charges only will be eligible for reimbursement; fees for parking, computer use, student activities, etc. will no longer be eligible for reimbursement effective January 1, 2007.

5. The City will reimburse eligible tuition costs for approved college courses up to an annual maximum benefit of \$1,500.00 for each employee. Reimbursement will be processed by the City upon receipt of final grade report and or official transcript and evidence of employee payment to college or university.

6. Reimbursement will only be made when an employee has satisfactory completed a course having earned a grade of "B" or better.

7. Courses of study must be related to an individual's job. Final determination of eligibility will be made by the City Administrator or his designee.

8. The City will reimburse an individual for 50% of one's actual tuition charges or 50% of an equivalent Rutgers University tuition charge, whichever produces the lesser value.

#### ARTICLE XXVI- UNIFORMS AND CLOTHING ALLOWANCE

A. Five (5) sets of uniforms will be provided for all employees, excluding clerical employees, in the following Departments Division: Housing Inspections, Parks, Public Property, Public Works, Water Utility, Traffic Safety, Fire Safety and clerical and dispatchers in the Police Department.

#### DEFINITION

A uniform will consist of a shirt (T-shirt or standard Uniform Shirt) and a pair of pants.

#### ADDITIONAL UNIFORMS ISSUE

Department of Public Works and Water Utility (if required): One Jacket every other year, One rain gear every other year, slush boots every other year, and two pair work shoes/boots every year (1 of the two pairs of work shoes/boots offered annually to the Water Utility – Distribution and Maintenance employees shall be “waterproof/resistant” boots.

Distribution Division of Water Utility and the Garbage and Trash Bureau of Public Works will also receive one set of coveralls once during the term of the contract unless in the determination of the Department of Public Works Director and the Water Utility Director additional sets are justified.

Water Treatment Plant Operators will be issued 1 pair of work boots/shoes per year.

Clerical, and Dispatchers at Police department: Female workers can, substitute a skirt instead of a pair of pants. Also, one vest.

#### MAINTENANCE AND OR REPLACEMENT

The City reserves the right to use a uniform service in lieu of issue uniforms. If the City issues uniforms they will provide each employee after the first year with at least two (2) new sets of uniforms each subsequent year. Additional uniforms will be issued if a need can be demonstrated.

B. Any of the uniforms provided will be replaced upon presentation to the employee's Supervisor/Department Director and verification that the condition of the garment warrants replacement.

C. The City guarantees that uniforms will be delivered to personnel on or about June 1st for each calendar year barring unforeseen delivery problems with the uniform vendor.

D. Upon separation from the service of the City, all uniforms and equipment issued shall be turned into the employee's supervisor before the employee's final pay check will be released.

#### ARTICLE XXVII - SALARY PLAN

The Salary Plan as shown as Exhibit A annexed hereto provides for the



assignment of a minimum and maximum salary for each class of positions in the MEA Bargaining Unit. Salary increases during the term of the Agreement shall be as follows:

Effective and retroactive to July 1, 2015	1.5%
Effective January 1, 2016	2.0%%
Effective January 1, 2017	2.0%%
Effective January 1, 2018	1.5%

A. The maximum shown in Exhibit A, shall not restrict an employee from receiving the across the board increases provided for in this negotiated settlement.

B. Range 8 Minimum Salary will be increased to \$25,388 in 2007.

C. Effective January 1, 2016, any employee holding a title in the classification of water treatment operator, water treatment plant maintenance or water distribution and who successfully attains and maintains a T1 or W1 license issued by the New Jersey Department of Environmental Protection, will have his or her annual salary increased by \$5000 on a one time basis. This one time increase shall be added to base pay and paid out in bi-weekly (26 pays) installments. If an employee fails to maintain his or her license for any reason, this additional compensation shall be removed.

#### ARTICLE XXVIII - POSITION RECLASSIFICATION

In the event that the Department of Personnel changes any job title as a result of a position reclassification study, the affected employee's salary shall be placed either at the minimum salary for his/her new salary range or shall receive a three and one-half (3 1/2 ) percent raise, whichever is higher.

#### ARTICLE XXIX- NEW EMPLOYEES

Normally, new employees shall be hired at the minimum step of the salary range allocated to the employee's position classification.

A. In the event a new employee is hired for a position, a salary shall not exceed fifty (50) percent of the difference between minimum and

maximum within the appropriate range. In the event the City deems it necessary to pay higher than fifty (50) percent the City will negotiate such change with the Union.

#### ARTICLE XXX - SUBCONTRACTING OF WORK

If during term of this Agreement, the City contracts out or subcontracts work normally performed by employees covered by this Agreement and such action results in layoffs or job displacement, employees affected will be given every opportunity available to continue employment within their classification or any other position available for which they are qualified prior to layoff or similar action. An employee thus affected will be protected by the provisions of the Agreement and by any relevant laws, rules and regulations. The City shall meet with the Union to negotiate all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement might result.

#### ARTICLE XXXVI - ACCESS TO PERSONNEL FILES

The City shall have and maintain one personnel file for each employee. Upon request and with reasonable notice an employee shall have the right to review *his/her* personnel file. An employee shall have the right to obtain copies of any documents in his/her personnel file. The employee may file a written response to any document contained therein. Such responses will be included in the employee's permanent personnel file and will be attached and retained with the document to which the response was written. If any material shall be forwarded to the employee within ten (10) days of placing therein with a copy being forwarded to the president of the Union. Any employee shall have the right to have a Union representative present at the time of review.

Upon request, an employee has the right to have the record of any disciplinary action proved against him/her removed from his /her personnel file if nothing similar has occurred in five (5) years for, minor offences or seven (7) years for major offences.

#### ARTICLE XXXII - SAFETY

A. The City shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The City will discharge its responsibility for the development and enforcement of occupational safety standards to provide a safe and healthful environment. The City will set up necessary job safety and health programs for all

employees covered by this Agreement and shall provide a reasonable safe and healthful place of employment for all employees.

B. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. When reasonably possible, each employee will comply with all safety rules and regulations.

C. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

D. Employees shall not be required to work under conditions of work, which are unsafe or unhealthful. An employee whose work is temporarily eliminated as a result of the foregoing may be promptly assigned on an interim basis to other comparable work for which the employee is qualified to perform. In the event an employee is so assigned to do other comparable work, he/she shall not suffer a reduction in pay.

E. A member of the Union designated and duly authorized by the City Administrator shall serve on a Citywide Safety and Health Committee.

F. If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the City will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

G. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

H. The following departments shall be provided with the following safety equipment: Public Works, Sanitation, Water, Parks, Public Property, Traffic and civilian employees of the police department one (1) set of safety shoes, one (1) helmet, one (1) pair of safety glasses, earplugs (where needed), fluorescent vests (where needed) and one (1) pair of work gloves for each

employee. Employees issued safety equipment shall wear/use such equipment as required by their respective supervisors.

I. The employer shall comply with all federal and state safety rules, regulations, laws and administrative rulings.

J. Use of shoring equipment will be used as necessary and in accordance with PEOSHA standards.

K. The City and the Union endeavor to formulate a post-accident drug and alcohol policy for union and management employees. The policy will also cover such situations where accidents have not yet happened; however, a reasonable suspicion can be proven.

#### ARTICLE XXXIII - PART-TIME EMPLOYEES

A. Permanent part-time employees who work twenty (20) hours or more in a work week shall receive the same benefits as full-time employees except the benefits shall be prorated.

B. The employer will pay a portion of the premium cost of individual coverage of health benefits comparable to Blue Cross, Blue Shield, Rider "P" and Major Medical insurance, Prescription Plan, Dental Plan and Vision Plan for permanent part-time employees. The portion paid by the employer will be based on the number of hours per week the permanent part-time employee works, compared to the number of hours per week (either thirty-five (35) or forty (40) the permanent full-time employee with the same title works). The permanent part-time employee will assume the additional cost of individual coverage and the full cost of any dependent coverage if said employee so elects to have spouse or children covered under the above health plan. This provision shall be effective May 1, 1992.

#### ARTICLE XXXW - MISCELLANEOUS AND GENERAL PROVISIONS

A. Reserved

B. If any provisions of this agreement are in conflict with applicable federal or state laws, such part shall be suspended and the appropriate applicable provisions shall prevail, without affecting the remainder of this Agreement.

C. In the event that federal or state law provides rights, privileges, or benefits which presently do not exist or prevail such additional rights, privileges or benefits shall be incorporated in this Agreement and become a part thereof.

#### ARTICLE XXXV - PAST PRACTICES

Any and all past practices not specifically set forth herein shall be continued.

#### ARTICLE XXXVI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service offered by its agencies; determine the standards of selection for employment; direct its employees; schedule work, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classification; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work except where expressly modified by this Agreement; however, the parties hereto agree to be bound by all N.J. Statutes and "Scope of Bargaining" determinations of N.J. PERC.

The City reserves the right to define how, when and where an emergency situation exists and it will remain the right of the City to take all necessary actions to address and respond to emergency situation. Emergency situations will be determined by the following personnel: Mayor, City Administrator, Police Director, Fire Director, DPW Director, Superintendent of Public Property, Superintendent of Parks, Water Utility Director, City Engineer, and Health Officer. Example of emergency situations are as follows: Snow and ice conditions, spills from accidents, water main breaks, sewer repairs, storm damage, facility emergencies, roadway cave-ins, natural disasters, civil unrest, etc.

#### ARTICLE XXXVII - COPIES

Copies of this Agreement shall be printed by a mutually agreed upon independent printer and the cost of said copies shall be shared equally between the City and the Union.

ARTICLE XXXVIII - DURATION OF AGREEMENT

The City and the Union agree that the duration of this Agreement shall be for a period of four (4) years commencing January 1, 2015 and ending December 31, 2018.

ARTICLE XXXIX – DISABILITY

A. The City agrees to enroll all unit employees in a Disability Insurance Program. It is understood between the parties that there are equal contributions required from the employer and the employees. The contributions shall be equal to those contributions required to enroll in the New Jersey State Disability Insurance Program.

B. The City agrees that payment under the disability program shall commence on the eighth calendar day of total temporary disability or at the end of accumulated sick leave, whichever is greater. Payments awarded shall not be less than payments authorized by the New Jersey State Disability Insurance Program.

ARTICLE XL - MEALS DURING EMERGENCIES

The City shall permit employees to take meals within or outside the city boundaries in establishments which are open-between the hours of 5:00 p.m. and 9:00 am., for those employees who are required to *work* in emergency situations (for example, snow removal). Prior approval of the employee's supervisor is required and reimbursement shall not exceed the following amounts:

2015: \$10.00  
2016: \$10.00  
2017: \$11.00  
2018: \$12.00

A receipt must be provided to the employee's supervisor prior to reimbursement.

ARTICLE XLI - DISCHARGE AND DISCIPLINE

A. No employee of the City of New Brunswick covered by this collective bargaining agreement shall be disciplined or discharged except for just cause. Questions arising out of the application or interpretation of this article shall be subject to the grievance procedure and arbitration provisions contained in this collective bargaining agreement unless otherwise precluded by law.

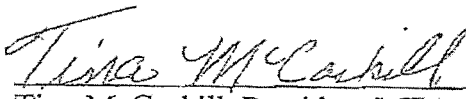
B. The City shall abide by the provisions of N.J.A.C. 4A:2-2.5 regarding the opportunity for a hearing before an appointing authority.

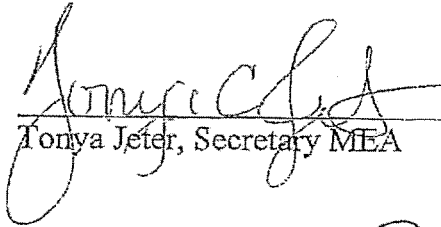
C. The City proposes to review and modify current Table of Offences and Penalties as document is outdated. Both parties agree to form a committee to review and make modifications as necessary.


D. Employees suspended without pay will not earn or accrue any benefit time during the period of suspension.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this day of \_\_\_\_\_, 2016.

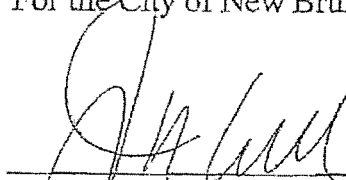
For the New Brunswick Municipal Employees Association Chapter, Local 108  
R.W.D.S.U., AFL-CIO

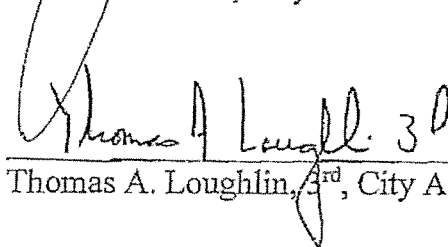
  
\_\_\_\_\_  
Tina McCaskill, President MEA

  
\_\_\_\_\_  
Tonya Jeter, Secretary MEA

  
\_\_\_\_\_  
Jasper Parnell, Business Agent

For the City of New Brunswick

  
\_\_\_\_\_  
James M. Cahill, Mayor

  
\_\_\_\_\_  
Thomas A. Loughlin, 3<sup>rd</sup>, City Administrator



CITY OF NEW BRUNSWICK  
M.E.A. TITLE & RANGE NUMBERS

JOB TITLE	RANGE
ACCOUNT CLERK	8
ACCOUNT CLERK BILINGUAL	8
ACCOUNT CLERK	8
ACCOUNTANT	17
ADMINISTRATIVE ANALYST	17
ADMINISTRATIVE ANALYST BILINGUAL	18
ADMINISTRATIVE CLERK	9
ANIMAL CONTROL OFFICER	14
CLERK 1 (Formerly Assessing Clerk)	8
CLERK 1 (Formerly Assessing Clerk Typing)	8
ASSIGNMENT CLERK	11
ASST. DATA PROCESSING COORDINATOR	17
ASST. MUNICIPAL ENGINEER	25
ASSISTANT PLANNER	17
ASSISTANT SUPERVISOR WATER	16
ASSISTANT VIOLATIONS CLERK	11
ASST. WATER TREATMENT PLANT OPERATOR	10
ASST. SUPERVISOR TREES	17
BUILD INSP/FIRE PROT INSP/ PLUMBG SUBCODE	25
BUILDING INSPECTOR TRAINEE	11
BUILDING INSPECTOR / ZONING OFFICER	27
BUILDING MAINTENANCE WORKER	8
CASHIER	8
CHAUFFEUR	8
CHEMIST (WATER ANALYSIS) PIT	8
CHIEF PUBLIC SAFETY TELECOMMUNICATION	17
CLERK 1 (Formerly Clerk)	8
CLERK P/T	8

JOB TITLE	RANGE
CLERK STENOGRAPHER 1	8
KEYBOARDING CLERK 1 (Formerly Clerk Typist)	8
COMMUNITY ORGANIZATION SPECIALIST	17
COMMUNITY SERVICE AIDE B/L	9
COMMUNITY SERVICE WORKER	11
COMMUNITY SERVICE WORKER B/L SPANISH/	11
COMPUTER SERVICE TECHNICIAN	19
CONSTRUCTION INSPECTOR	15
COOK	8
DATA CONTROL CLERK	8
DATA ENTRY MACHINE OPERATOR	11
DATA PROCESSING PROGRAMMER	17
DATA PROCESSING PROGRAMMER TRAINEE	13
DATA PROCESSING TECHNICIAN	15
ELECT INSP / FIRE PREVENT SUBCODE OFFICIAL	25
ELECTRICAL INSPECTOR	25
ENGINEERING AIDE	11
EQUIPMENT OPERATOR	12
EXECUTIVE ASSISTANT	17
FIELD REP. NEIGHBORHOOD PRESERV. PROGRAM	16
FIRE PREVENTION SPECIALIST	19
FIRE SUBCODE OFFICIAL	25
FORESTER	21
GARAGE ATTENDANT	8

JOB TITLE	RANGE
HEAVY EQUIPMENT OPERATOR	14
HOUSING INSPECTOR	15
HOUSING INSPECTOR BILINGUAL	16
HOUSING INSPECTOR TRAINEE	11
LABORER	8
LAND SURVEYOR	21
LIBRARIAN	17
LIBRARY ASSISTANT	8
LIBRARY ASSISTANT TYPING	8
LIBRARY CLERK DRIVER	8
LIBRARY CLERK DRIVER / SECURITY GUARD	8
LIBRARY INTERN	15
LIBRARY TRAINEE	15
MAINTENANCE REPAIRER	8
MAINTENANCE REPAIRER CARPENTER	14
MAINTENANCE REPAIRER PLUMBER	14
MAINTENANCE REPAIRER MECHANIC	14
MAINTENANCE REPAIRERE ELECTRICIAN	14
MASON	14
MECHANIC	17
MECHANIC FIRE APPARATUS	20
MECHANIC HELPER	8
MECHANIC HELPER / TRUCK DRIVER	12
MOTOR BROOM DRIVER	12
MOTOR VEH. OPER. ELDERLY & HANDICAPPED	8
MUNICIPAL COURT ATTENDANT	15
OFFICE SERVICES MANAGER	
OMNIBUS OPERATOR	8

JOB TITLE	RANGE
PAINTER	14
PARK MAINTENANCE WORKER	8
PARKING ATTENDANT	8
PAYROLL CLERK	9
CLERK 2 (Formerly Permit Clerk)	9
PLANNING AIDE	11
PLUMBING INSPECTOR	15
PLUMBING INSPECTOR SUB-CODE	25
PLUMBING SUB CODE / BLDG / FIRE INSPECTOR	25
PRINCIPAL ACCOUNT CLERK	13
CLERK 3 (Formerly Principal Assessing Clerk)	13
PRINCIPAL CASHIER	13
CLERK 3 (Formerly Principal Clerk)	13
CLERK STENOGRAPHER 3	14
KEYBOARDING CLERK 3 (Formerly Principal Clerk)	13
PRINCIPAL CLERK TYPIST B/L SPANISH / ENGLISH	13
PRINCIPAL DATA ENTRY MACHINE OPERATOR	15
PRINCIPAL DRAFTING TECHNICIAN	18
PRINCIPAL EMPLOYEE BENEFITS CLERK	12
PRINCIPAL ENGINEERING AIDE	18
PRINCIPAL ENGINEERING CLERK	15
PRINCIPAL ENGINEERING TECHNICIAN	18
PRINCIPAL LIBRARY ASSISTANT	12
PRINCIPAL PAYROLL CLERK	15
PRINCIPAL PURCHASING ASSISTANT	15
CLERK 3 (Formerly Principal Tax Clerk)	15
PROGRAM ANALYST	20
PUBLIC INFORMATION ASSISTANT	18

JOB TITLE	RANGE
PUMPING STATION OPERATOR	10
PUMPING STATION REPAIRER	16
PUBLIC SAFETY TELECOMMUNICATOR	14
PURCHASING ASSISTANT	11
RADIO DISPATCHER	8
REAL ESTATE AND MARKETING SPECIALIST	23
RECEPTIONIST	8
RECREATION AIDE	8
RECREATION LEADER	8
RECREATION PROGRAM COORDINATOR	15
RECREATION PROGRAM SPECIALIST	15
SANITATION DRIVER	12
SANITATION WORKER	9
SECURITY GUARD	8
SENIOR ACCOUNT CLERK	9
SENIOR ACCOUNTANT	19
CLERK 2 (Formerly Sr. Assessing Clerk)	9
CLERK 2 (Formerly Sr. Assessing Clerk Typist)	10
SENIOR BUILDING MAINTENANCE WORKER	9
SENIOR CASHIER	9
SENIOR CITIZEN PROGRAM AIDE	8
CLERK 2 (Formerly Senior Clerk)	8
CLERK STENOGRAPHER 2	11
SENIOR CLERK TRANSCRIBER	10
KEYBOARDING CLERK 2 (Formerly Senior Clerk)	9
SENIOR CLERK TYPIST B/L SPANISH ENGLISH	11
SENIOR COOK	8
SENIOR DATA CONTROL CLERK	12

JOB TITLE	RANGE
SENIOR DATA MACHINE OPERATOR	13
SENIOR EMPLOYEES BENEFITS CLERK	8
SENIOR ENGINEERING AIDE	15
SENIOR GARDNER	14
SENIOR HOUSING INSPECTOR	19
SENIOR LIBRARIAN	20
SENIOR LIBRARIAN (CHILDREN)	20
SENIOR LIBRARIAN (REFERENCE)	20
SENIOR LIBRARIAN (TECHNICAL SERVICES)	20
SENIOR LIBRARIAN ASSISTANT	9
SENIOR MAINTENANCE REPAIRER	12
SENIOR MAINTENANCE REPAIRER ELECTRICIAN	15
SENIOR MAINTENANCE REPAIRER PLUMBER	15
SENIOR MAINTENANCE REPAIRER MECHANIC	15
SENIOR MAINTENANCE REPAIRER CARPENTER	15
SENIOR MECHANIC	19
SENIOR MOTOR VEH. OPER. ELDERLY &	10
SENIOR PARK MAINT. WORKER	12
SENIOR PAYROLL CLERK	13
CLERK 3 (Formerly Senior Permit Clerk)	13
SENIOR PLANNER	18
SENIOR PLANNING AIDE	14
SENIOR PUMPING STATION REPAIRER	17
SENIOR PUBLIC SAFETY TELECOMMUNICATOR	15
SENIOR ROAD REPAIRER	9
CLERK 2 (Formerly Senior Tax Clerk)	11
SENIOR TREE CLIMBER	15
SENIOR WATER REPAIRER	13
SR. WATER TREATMENT PLANT OPERATOR	17
SEWER EQUIPMENT OPERATOR	12
SEWER REPAIRER 2	12

SOCIAL CASE WORKER	15
SOCIAL CASE WORKER SUPERVISOR	18
SOCIAL SERVICE AIDE	9

JOB TITLE	
SOCIAL SERVICE AIDE B/L	10
SOCIAL WORKER AGING	17
SUPERVISING ACCOUNT CLERK	18
SUPERVISING ANIMAL CONTROL OFFICER	15
KEYBOARDING CLERK 4	17
SUPERVISING LABORER	12
CLERK 4 (Formerly Supervising Tax Clerk)	18
SUPERVISING BUILDING SERVICE	10
SUPERVISOR PARKS	19
SUPERVISOR SANITATION (PUBLIC PROPERTY)	14
SUPERVISOR TRAFFIC MAINTENANCE	18
SUPERVISOR TRAFFIC MAINTENANCE PART TIME	18
CLERK 1 (Formerly Tax Clerk)	8
TRAFFIC ANALYSIS COORDINATOR	20
TREE CLIMBER	13
TREE TRIMMER	11
TRUCK DRIVER	10
VIOLATIONS CLERK	15
WATER METER INSPECTOR	13
WATER METER READER	9
WATER REPAIRER	11
WATER TREATMENT PLANT OPERATOR	14
WATER TREATMENT PLANT REPAIRER	16
WELFARE INVESTIGATOR	15
YOUTH SERVICES COUNSELOR	8





APPROVALS:

*Thomas A. Lueg* 3<sup>d</sup>  
CITY ADMINISTRATOR

*[Signature]*  
CITY ATTORNEY

TKS/kc