

2018 - 2021 AGREEMENT  
 UNITED SERVICE WORKERS UNION, LOCAL 255, IUJAT AND THE  
 TOWNSHIP OF EAST BRUNSWICK

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2020 - 2021 AGREEMENT  
UNITED SERVICE WORKERS UNION, LOCAL 255, IUJAT  
AND THE TOWNSHIP OF EAST BRUNSWICK

THIS AGREEMENT, made this day of November in the year 2018 by and between the TOWNSHIP OF EAST BRUNSWICK, hereinafter referred to as the EMPLOYER and the UNITED SERVICE WORKERS UNION, LOCAL 255, IUJAT, hereinafter referred to as the UNION, has been created for the purpose of harmony and mutual understanding between the Employer, in order that continuous and efficient service be rendered to the community.

WITNESSETH:

WHEREAS, the Employer and the Union 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 Union 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 Union whose titles are set forth in Appendix A.

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

Deputy Municipal Clerk (Clerk's Office)  
Administrative Assistant (Office of the Mayor and Administrator)  
Executive Secretary (Office of the Mayor & Administrator)

**ARTICLE II - DUES CHECK-OFF AND REPRESENTATION FEE**

SECTION A: The employer agrees to check off Union dues and assessments uniformly arrived at and turn over such money to the duly elected Treasurer of the Association bi-monthly. The Union will file authorization forms with the employer, signed by each employee prior to such deduction.

SECTION B - PURPOSE OF FEE: Subject to current law, if a member of this bargaining unit does not become a member of the Union 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 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.

SECTION C - AMOUNT OF FEE:

Notification

Prior to the beginning of each membership year, the Union will notify the Finance Director in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Union to its own members for that membership year.

The Parties agree to meet in January 2019 to discuss and negotiate the impact of the Workplace Democracy Enhancement Act.

SECTION D - DEDUCTION AND TRANSMISSION OF FEE:

1. Notification

Once during each membership year covered in whole or in part by the Agreement, the Union will submit to the Finance Director a list of those employees who have not become members of the Union 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 Union.

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.

2. Termination of Employment

An employee who is terminated for any reason shall only pay that portion of the annual fees of the Union due in equal installments to the date of termination.

3. 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. The Township will provide a list with each transmission of fees listing current members and those paying the representation fee.

4. Changes

The Union will notify the Finance Director in writing of any changes in the list of nonmembers 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.

5. New Employees

The Union will be informed of the employment of each individual eligible for membership in the Union.

6. Hold Harmless

Provided the employer has met its obligations pursuant to this Article, the Union 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: No provision of this Agreement may be changed, supplemented or altered, except as agreed to by both parties in writing.

**ARTICLE IV - DISCIPLINARY ACTION**

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

SECTION B: In cases involving a written and/or oral reprimand an informal meeting will be held with the Business Administrator to review the discipline. In cases where the recommended discipline is a suspension, termination or demotion employees employed for one year are entitled to a hearing prior to any disciplinary action. A Notice of Charges will be provided within ten (10) working days after the incident leading to the charges or discovery of the incident or the completion of the investigation of the incident, whichever is greater. If an ongoing investigation requires more than ten days then a request for extension shall automatically trigger an extension of an additional 20 calendar days.

The Notice of Charges will include the specific charges and the sought-after penalty.

The employee shall be given the opportunity to request a hearing or to waive a hearing. If the employee elects a hearing it will be scheduled for a date no sooner than five working days and no later than 30 working days after the serving of the Notice of Charges, unless the parties agree otherwise. The Union will be notified of the charges and the hearing date.

You may choose to be represented by your union representative or an attorney or both, at your expense. If any party will be represented by an attorney at the hearing, the other party must be notified in writing at least three (3) working days in advance of the hearing.

The hearing officer will be the Business Administrator or his/her designee. The hearing procedure shall be informal. Any party may produce witnesses and may interview any witnesses produced by the other party. Either party may request a verbatim transcript. The cost will be paid by the party requesting the transcript.

Within ten (10) working days of the completion of the hearing, the hearing officer will issue a decision which will include findings of fact and a determination of appropriate disciplinary action, if any.

The decision of the Business Administrator shall not proceed to the lower levels of the grievance procedure, but shall, however, if the Union desires, be appealed to binding arbitration. The arbitrator shall be selected through the Public Employment Relations Commission.

SECTION C: 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 mandatorily negotiable terms and conditions of employment and are management prerogatives and non-mandatory subjects for negotiations and grievances arising out of the application or interpretation of statutes or administrative regulations expressly or impliedly incorporated in this Agreement may not proceed to binding arbitration.

### SECTION B - PROCEDURE:

A grievance shall be processed as follows:

A grievance must be presented no later than twenty (20) working days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance, whichever occurs later. 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 except as set forth above, exclusive of Saturdays, Sundays, and holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Union 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 Union and submitted to the Department Director. The answer to such grievance shall be in writing to the Union and shall be provided within ten (10) days of the submission of the grievance. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought.

STEP 2:

If the grievance is not settled at Step 1, then the Union shall, within ten (10) days of the due date of the Step 1 response or receipt of response, whichever is sooner, submit the grievance to the Business Administrator. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. 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 Union 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 Union 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 Union. It shall be binding and final on the parties and the employees. All employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is finally determined, except where an imminent danger to safety and health exists.

SECTION C:

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

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 Union both agree that they shall not discriminate against any employee because of race, color, sex, marital status, military service, religion, national origin, political affiliation, age, physical or mental disablement (except where age, physical or mental

disablement constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Union activities or the lack thereof.

**ARTICLE VII – SENIORITY**

**SECTION A:**

1. Seniority shall be defined as an employee's term of continuous service with the Township within their bargaining unit and calculated as full-time equivalent service, including prorated part-time service. Seniority may not be carried over from one bargaining unit to another.

2. Seniority shall 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 layoff, but a layoff 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.

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

4. Seniority shall not be earned during any period of suspension from employment, whether with or without pay, by reason of disciplinary action, unless said suspension is reversed and disciplinary action rescinded.

5. Whenever a job title is eliminated, and the employee affected by that action is transferred or accepts a different position in any grade, in the event the job title is re-instated then that employee shall have the right to transfer back to said job title, without being subject to the posting and bidding, and testing requirements of this Agreement. In the event the employee no longer wishes to transfer back to their original job title, then that vacancy shall be subject to the posting and bidding procedures of this agreement.

**SECTION B:** 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.

**SECTION C:** All full-time, part-time, or temporary positions including regular positions funded by grants shall be posted for employee bidding. The three (3) most qualified employees with passing test scores shall be given preference for appointment to vacant or new positions. The areas of evaluations and interview process being equal, seniority will prevail. If a regular full-time or regular part-time employee has performed the posted job on a temporary basis, and in the Administrator's



sole opinion has performed the job satisfactorily, then the employee shall not be required to take a written test for appointment to that vacant position, but will be required to complete all other requirements.

SECTION D:

1. Each new employee shall serve a probationary period of twelve (12) months. No new employee may bid on any positions until they have completed a 6-month probationary period.
2. Each probationary employee shall be evaluated at least twice during their probationary period; the first evaluation shall occur during the employee's first six (6) months of employment.
3. Evaluations 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 regular.
6. A probationary employee may be discharged without the application of Article IV, Section A.
7. All employees shall be evaluated on an annual basis.

SECTION E:

1. Promoted employees shall serve a three (3) month probationary period. If an employee receives an unsatisfactory evaluation after a 3-month work test period then the employer may request a 3-month extension.
2. Such employee shall be evaluated monthly in writing.
3. 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.
4. Whenever practicable, within each department, seniority shall prevail in connection with vacation schedules, shift assignments, sectional assignments or holidays.

SECTION F: An employee who has achieved regular full-time employment status shall receive credit for time worked for the Township as a temporary, seasonal and/or "co-op" employee. This time for which credit is granted must be continuous and contiguous to appointment to regular full-time employment status and be not less than 400 hours.

SECTION G: When an employee is on unpaid leave of absence for a period in excess of 22 work days or 30 calendar days, the employee will not accrue time towards seniority for the period equal to the unpaid leave.

This will not apply to an employee who is out on Maternity Leave. Defined Maternity Leave is that period of time the employee is under the doctor's care. Once the employee is released from the care of the doctor and desires additional time off for child care, the employee must request a Family Leave. During this voluntary period of Family leave, the employee will not accrue his/her time towards seniority.

Said Family leave may or may not affect the longevity and/or vacation accrual of the employee. The determining factor shall be whether or not said leave takes the employee beyond the benchmark date for accrual (July 1 or October 1 depending on date of hire). Should the leave extend beyond such date, accrual should be postponed for one year.

The employee requesting Family Leave must provide the employer (Human Resources) 30 Calendar days advance notice when the leave is, "foreseeable."

Copies of the Family Leave Act are available in Human Resources, and in the Township of East Brunswick Personnel Policies.

This provision becomes operational as of the date the contract is signed and shall be prospectively applied.

SECTION H: 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. During an emergency, as declared by the Township Administrator or the department head, it will not be necessary to request volunteers for overtime. Employees will be directed to work overtime in order of seniority on a rotating basis. An emergency shall include snow and/or ice storms, water main breaks, hurricanes, spills, or other disasters that result in damage or hazardous conditions that may impede or affect public safety. 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:** For employees whose total service date is prior to July 1, 1997, 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 work days/month
Start of 2nd year to end of 5th year of completed service .....	11 work days
Start of 6th year to end of 9th year of completed service .....	16 work days
Start of 10th year to end of 14th year of completed service.....	21 work days
Start of 15th year to end of 19th year of completed service.....	26 work days
Start of 20th year to end of 24th year of completed service .....	31 work days
Start of 25th year and over.....	36 work days

For employees whose total service date is on or after July 1, 1997, 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.....	.83 work days/month
Start of 2nd year to end of 5th year of completed service .....	10 work days
Start of 6th year to end of 9th year of completed service.....	15 work days
Start of 10th year to end of 14th year of completed service .....	18 work days
Start of 15th year to end of 19th year of completed service.....	20 work days
Start of 20th year to end of 24th year of completed service.....	25 work days
Start of 25th year and over.....	30 work days

For employees hired on or after January 1, 2010, the following vacation schedule is agreed to and shall be taken in units of full or half days.

0-1 year of completed service.....	.66 work days/month
Start of 2 <sup>nd</sup> year to end of 5 <sup>th</sup> year of completed service.....	10 work days/year
Start of 6 <sup>th</sup> year to end of 9 <sup>th</sup> year of completed service. . . . .	12 work days/year
Start of 10 <sup>th</sup> year to end of 15 <sup>th</sup> year of completed service.....	15 work days/year
Start of 16 <sup>th</sup> year to end of 19 <sup>th</sup> year of completed service.....	18 work days/year
Start of 20 <sup>th</sup> year and over.....	20 work days/year

**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 regular 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 pay, the period of active duty or leave of absence shall be included in computing years of service. With regard to unpaid leaves of absence, accrual shall be determined as set forth in Article VII, Section G.

SECTION C: Vacation leave for the forthcoming year shall be accrued and be credited to each regular 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, an employee shall be entitled to payment for unused vacation as follows:

Effective 1/1/14, it is understood and agreed that at the time of separation, no employee shall be paid for any accumulated leave in excess of 30 days plus any current year unused days which shall be prorated.

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 whose total service date is on or after July 1, 1997 shall be entitled to .83 working days of vacation leave for each month of their probationary time up to a maximum of ten (10) 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.

SECTION H: Dispatchers Vacation.

For all Dispatchers whose total service date is prior to July 1, 1997, the following vacation schedule is agreed to and shall be taken in hours.

0-1 year of completed service.....	5.65 hours/month
Start of 2nd year to end of 5th year of completed service .....	68 hours
Start of 6th year to end of 9th year of completed service.....	108 hours
Start of 10th year to end of 14th year of completed service.....	148 hours
Start of 15th year to end of 19th year of completed service.....	188 hours
Start of 20th year to end of 24th year of completed service.....	228 hours
Start of 25th year and over .....	268 hours

For all Dispatchers whose total service date is on or after July 1, 1997, 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.....	5 hours/month
Start of 2nd year to end of 5th year of completed service .....	60 hours
Start of 6th year to end of 9th year of completed service.....	100 hours
Start of 10th year to end of 14th year of completed service.....	124 hours
Start of 15th year to end of 19th year of completed service .....	140 hours
Start of 20th year to end of 24th year of completed service.....	180 hours
Start of 25th year and over .....	220 hours

For all Dispatchers hired on or after January 1, 2010, 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.....	4 hours/month
Start of 2nd year to end of 5th year of completed service .....	52 hours
Start of 6th year to end of 9th year of completed service .....	68 hours
Start of 10th year to end of 14th year of completed service .....	92 hours
Start of 15th year to end of 19th year of completed service .....	116 hours
Start of 20th year and over .... ..	132 hours

**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 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:**

1. Current levels of health, hospitalization and major medical insurance will be maintained.
2. Management reserves the right to utilize managed health care; case management when deemed necessary and pre-admission review as stated in the employee health care booklet.

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

The dental maximum is \$1 ,500.

**Section C:** For 2005, the prescription plan shall include a \$5.00 co-pay on all brand name prescription drugs; \$3.00 co-pay on all generic prescription drugs; and no co-pay on all mail order prescription drugs of ninety (90) days or longer.

Effective 1/1/06, the co-pay for brand name prescriptions shall increase to \$10.00 and generic shall increase to \$5.00.

Effective January 1, 2019, increase the co-pay for brand-name prescription drugs and specialty drugs to \$35.00. The co-pay for generic prescription drugs shall remain at \$5.00. After two (2) refills, employees who utilize maintenance drugs shall be enrolled in the mail-order program at CVS for a ninety (90) day supply at a rate of \$35.00 for each such brand-name prescription drugs and specialty drugs and \$0.00 for generic prescription drugs.

### **Section D:**

1. Current levels of disability insurance will be maintained for non work related disability. Work related disability benefit will be extended to provide 2/3rds salary for long term disability administered as per the Township contract with the Insurance carrier and begins as soon as the policy can be instituted.
2. All actively working employees covered by health benefits will be covered by a \$5,000 life insurance policy when their health benefits become effective.

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

- a. After 25 years or more service (based on total service date) with the Township, or
- b. After having reached the age of 62 or older with at least 15 years of service (based on total service date) with the Township.
- c. The Township will provide secondary coverage for eligible retirees when coverage by Medicare or another carrier including Veterans benefits is available.

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, B and C 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 source (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.

For purposes of this section, it is understood that the definition of years of service refers to an employee's "total service date" as computed by the Division of Human Resources.

#### SECTION F: Healthcare Contribution

All employees shall contribute a portion of their salary towards health insurance premiums in accordance with Tier 4 rates as set forth in Ch. 78, P.L. 2011.

Effective May 10, 2010 the Township will no longer reimburse employees for any out-of-network costs.

**ARTICLE XI - SALARY AND WAGES**

**SECTION A:** Full-time and part-time regular employees covered by this Agreement shall be paid in accordance with the Salary Schedules in Appendices A & B. The following wage increases shall be effective:

January 1, 2018	2.0%
January 1, 2019	2.5%
January 1, 2020	2.5%
January 1, 2021	2.5%

**SECTION B:** Effective January 1, 2019, East Brunswick Police Department's Civilian Dispatchers shall be subject to a step salary pay scale in accordance with Appendix C. Dispatchers shall forego any percentage pay increase for the year 2018. Additionally, there shall be no shift differential for civilian dispatchers.

**SECTION C:** 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 or his/her designee from time to time.

**SECTION D:** 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. 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.

If an employee works 16 consecutive hours during an overtime emergency, if said emergency ends during an employee's regularly scheduled work day/time, that employee shall be permitted to clock out, and be paid for their regular shift.

The parties agree to re-open this provision on or about April 15, 2007.



SECTION E. 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 F: Civilian Dispatchers and Communications Employees.

1. Effective April 16, 2018, all Civilian Dispatchers shall be subject to the following modified twelve (12) hour Pitman Schedule, as agreed to in the Memorandum of Agreement contained in Schedule D:
  - a. There shall be two (2) sides (Side A and Side B), consisting of four (4) squads of three (3) dispatchers. (Six-day shift dispatchers and six night shift dispatchers). Two teams will be assigned day shifts while the other two are assigned the night shifts. On any given day one team is on the day shift, one team is on the night shift and two teams are off duty.
  - b. Day shift dispatchers shall work 6 a.m. to 6 p.m. whereas night shift dispatchers shall work 6 p.m. to 6 a.m.
2. The new Pitman Schedule works on a fourteen (14) day rotation of 3 on, 2 off, 2 on, 3 off, 2 on.
  - a. New Pitman schedule and previous schedule both equate to 2080 hours per year.
  - b. Long week is forty-four (44) hours worked in four (4) days (3x12 hours shifts and 1x8 hour shift). The eight (8) hour shift will be during the week and determined in advance.
  - c. Short week is thirty-six (36) hours worked in three (3) days (3x12 hour shifts).
  - d. Six (6) hours of comp time is accrued in lieu of overtime in long week. You must work the 44-hour week to accrue comp time. Comp time is earned during the long week.
  - e. In the short week, four (4) hours of compensatory time is applied to a four (4) hour ghost shift to bring that week to forty (40) hours. This results in Dispatchers working forty-four (44) hours in the "long" week, and forty (40) hours in the "short" week.
3. Overtime Pay
  - a. Dispatchers shall receive compensatory time in lieu of overtime pay for all hours worked in excess of forty (40) in a given work period in accordance with 29 U.S.C. 207(0). Accrued compensatory time off is capped in accordance with 29 U.S.C. 207(0). Overtime compensation may be paid in cash, at the Township's option, in

lieu of providing compensatory time off in any workweek or work period pursuant to 29 C.F.R. 553.26.

4. All employee time will be converted into hours, based on 8 hours.
  - a. The new schedule will create 156 hours of comp time.
  - b. Dispatchers, regardless of date of hire, are not entitled to any personal time.
  - c. Personal time (24 or 32 hours depending on the employees' allotment) along with vacation time (28 or 20 hours depending on the employees' personal time) for a total of fifty-two (52) hours will need to be forfeited to match the fifty-two (52) hours of compensatory time that will be accrued in new schedule. Fifty-two (52) hours will be awarded at the beginning of the year.
  
5. One (1) dispatcher will be permitted off per day, per shift, utilizing vacation or compensatory time. All days must have prior approval.
  - a. There is a two (2) civilian dispatcher minimum.
  - b. At management's discretion, an off-going Dispatcher may be required to work additional hours. However, an off-going Dispatcher will never be forced to work in excess of sixteen (16) consecutive hours. A rotation of on duty dispatchers will be utilized to avoid forcing of the same person.
  - c. Both oncoming and off duty civilian dispatchers can be ordered into work in the event coverage cannot be filled.
  - d. The Chief maintains the right to pay for overtime hours worked or grant compensatory time for said hours.
  
6. Lunches and breaks
  - a. Per each twelve (12) hour shift lunches will be thirty minutes in duration, there will also be two fifteen minute breaks per twelve (12) hour shift. Both lunches and breaks will be taken in a secure area of the Police Department. In the event of an emergency, essential employees will respond back into the communications room immediately.
  - b. If three (3) dispatchers are scheduled, lunches and breaks can rotate without incident.
  - c. If two (2) dispatchers are scheduled, one (1) dispatcher can take lunch/break in a secure area of the Police Department. As essential personnel they may be called back to the Communications Room in the event of an emergency. Food and snacks may be consumed in the Communications Center at any time.
  - d. Station Commanders have the authority to adjust and assign lunch and break periods in order to provide for public safety and convenience.

7. Holidays

- a. If a Dispatcher is scheduled to work on a Holiday recognized in Article XIII, and works the Holiday, the Dispatcher shall receive regular pay plus time-and-one-half or compensatory time off, as determined by the Township.

SECTION G: The Township may institute twice monthly pay periods effective 1/1/14.

1. No employee is eligible for a salary increase on January 1 of any Agreement year unless their total service date is prior to July 1 of the preceding year. This applies to all employees whose total service date is after January 1, 1986.
2. In the event a new employee is hired for a position, the salary shall not exceed 70% of the maximum salary for the appropriate grade. In the event the Township deems it necessary to pay higher than 70% of the maximum salary rate, the Township shall negotiate such change with the MEA.
3. **Reclassification and Promotions**

If the Township decides to do a systematic reclassification or a total review of all classifications for all civilian employees of the Township the provisions of Section F3 (a) and (b) shall not apply.

- a. Reclassification by Petition. In the event an employee upon petition is reclassified upward in grade, the employee's salary shall be adjusted by providing a 3% to 10% increase per grade changed. The new salary shall fall within the new grade's minimum and maximum. The specific increase within the range shall be determined by the employer and shall take effect immediately.
- b. Systematic Reclassification. In the event an employee is reclassified in grade as the result of a systematic reclassification the following shall occur.
  - i. If the employee is reclassified upward in grade, the employee's salary shall be adjusted by providing a 5% increase per grade changed, except in those instances where an employee was already classified in the higher wage classification and was reclassified to a lower classification with no loss of pay. In those instances, an employee's salary shall only be adjusted five percent (5%) per grade over and above the grade from which the employee was originally reclassified.

The Union agrees to withdraw its demand for arbitration Docket No. AR-97-278 with prejudice.

- ii. If the employee is reclassified downward in grade and
  - If the employee's salary is within the range of the new grade, then no change will occur.
  - If the employee's salary is more than the maximum of the new grade, then the employee will receive 50% of the increase available to other employees at maximum until the employee's salary is equal to the maximum permitted in the new grade.
  - If the employee moves from another sector of Township government and if the employee's salary exceeds the maximum of the grade by less than \$1,500, the procedure set forth in the previous paragraph applies.
  - If the employee moves from another sector of Township government and if the employee's salary exceeds the maximum of the grade by \$1,500 or more, the employee's salary shall not increase, no matter what other contractual provisions may exist until it is less than \$1,500 above the maximum of the range at which time the procedure in 3(b) ii, subparagraph 2 above shall apply.

C. Promotions. In the event an employee is promoted to a position of a higher grade, the salary shall be set by providing a 5% to 10% increase per grade changed. The new salary shall fall within the new grade's minimum and maximum. The specific increase within the range shall be determined by the employer and shall take effect immediately. In the event an employee is voluntarily demoted, their salary shall decrease by no more than 5% per grade. The Township may propose more than 5% per grade in certain cases.

#### SECTION H:

1. Individual salary adjustments may be considered through a bilateral negotiation process between the Union and the Township.
2. The primary reason for consideration of any salary adjustment request is the recognition that the salary is significantly at variance with the job market, making the retention and/or hiring of personnel difficult or if an employee is reclassified, promoted, transferred, or otherwise moved to a new grade, and the employee's salary is significantly less than the median for that grade.
3. The Township and/or the Union may request such an adjustment and both parties must agree on the resolution. No member of the Union may be considered for an adjustment more than once a year without approval of the Business Administrator. Individual Union members may not make an adjustment request. The Union is permitted this process through its right to negotiate with the Township with regard to wages, hours and other terms of employment.

4. All discussions are confidential and no membership votes will take place on individual salary adjustment decisions.

SECTION I:

1. Employees working "special assignments" (ie hydrant flushing) shall continue to receive shift differential of 25 cents for the second shift (4 P.M. to 12 Midnight) and 30 cents for the third shift (12 Midnight to 8:00 A.M.). There shall be no shift differential for civilian dispatchers.

2. Employees in the Division of Recreation and the Department on Aging with the job title of Recreation Supervisor and Program Coordinator are exempt from the shift differential clause in this Article.

SECTION J: Pay days shall be twice monthly on the 15<sup>th</sup> and the 30<sup>th</sup> of the month unless the payday is a holiday, in which case pay day shall be the last workday preceding the holiday.

SECTION K: The rate of pay 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 L: 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 M: The parties will abide by the Fair Labor Standards Act (FLSA) requirements governing administration of overtime and standby pay. For purposes of this Article, all contractual days off and/or time off shall be considered as time worked.

SECTION N: If an employee works on a holiday, in addition to compensation for the holiday, (Article XIII, Section C) and as specified in Section C of this Article (Overtime Compensation), he or she shall be entitled to an additional day off or additional time off, with pay in accordance with the following:

1. An employee working any amount of time on the following holidays shall receive an additional seven (7) or eight (8) hour day off with pay, depending on the work schedule. Said day shall be administered as any other compensatory day off:

New Year's Day	Day of Occurrence
Independence Day	Day of Occurrence
Labor Day	Day of Occurrence
Thanksgiving Day	Day of Occurrence
Christmas Day	Day of Occurrence

2. An employee working on any other holiday as provided in Article XIII of this Agreement, aside from those listed above, shall be entitled to additional time off with pay in an amount equal to the amount of time actually worked on said holiday, but not more than a normal workday (7 or 8 hours depending on work schedule). Said time shall be administered as any other compensatory time off.

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

SECTION P. All full-time subcode officials and inspectors shall receive an additional \$500 stipend for each certification, provided the employee utilizes said license on a regular basis. Recognized licenses includes: building, electrical, plumbing, fire, and C.O. Employees shall be eligible for a maximum of three (3).

SECTION Q. When management determines that an employee is required to perform some or all of the duties of another employee on a leave of absence, that employee shall be eligible for fill-in pay. Employees approved for fill-in pay shall receive a minimum of 3% increase in pay, and a maximum of 10% increase in pay. An employee may receive more than the minimum based upon such factors as the nature and amount of the duties assigned, number of grades working out of title, the difference between the pay of the two employees or other such factors as determined by the Administrator. Agreement for out of title pay shall be made prior to the commencement of the employee beginning their leave of absence. In the event the fill-in duties are determined to be required after an employee commences their leave of absence, the determination for the fill in pay shall be made within 5 days of the assignment and the implementation of the minimum increase.

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**ARTICLE XII - UNION 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 Union to process any grievance.

**SECTION B - RELEASE TIME FOR MEETINGS:** Whenever any representative of the Union 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 Union and its representative may schedule the use of municipal meeting rooms at all reasonable hours.

**SECTION D - USE OF TOWNSHIP EQUIPMENT:** The Union 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 Union may have exclusive use of a bulletin board at a location to be approved by the Administrator. The Union 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 Union may use municipal mail facilities, except postage.

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

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**ARTICLE XIII – HOLIDAYS**

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

NEW YEARS DAY	INDEPENDENCE DAY
MARTIN LUTHER KING DAY	LABOR DAY
GENERAL ELECTION DAY	
PRESIDENTS' DAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
ONE (1) FLOATING HOLIDAY	

Dispatchers and filter plant employees shall also receive Columbus Day as a holiday.

**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.

**SECTION D:** Upon termination of employment, through retirement or a resignation in good standing, an employee shall receive termination compensation for only those holidays accumulated prior to the date of termination.

**ARTICLE XIV - PERSONAL DAYS**

**SECTION A:** Each employee shall be granted five (5) 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 and one quarter (1-1/4) personal days shall be accrued for each three (3) months of employment. These five (5) days shall be in addition to those granted in Article XIII, Section C.

Filter plant employees shall receive four (4) personal days.



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SECTION B: At the time of separation, any employee who leaves prior to July 1 shall receive 1/2 of their annual personal leave allotments. Any employee who leaves July 1 or after, shall receive their full annual allotment.

SECTION C: All employees hired on or after January 1, 2010 shall receive three (3) personal days per year.

**ARTICLE XV - LONGEVITY PAY**

SECTION A: All employees whose total service date is prior to July 1, 1997 shall be entitled to the additional compensation based upon years of credited service, as of January 1st of each year as follows:

- 4%.....at the end of the 5th year and start of the 6th year
- 6%.....at the end of the 9th year and start of the 10th year
- 8%.....at the end of the 14th year and start of the 15th year
- 10%.....at the end of the 19th year and start of the 20th year
- 12%.....at the end of the 24th year and start of the 25th year
- 14%.....at the end of the 29th year and start of the 30th year

Employees whose total service date is on or after July 1, 1997 shall be entitled to the additional compensation based upon credited years of service, as of January 1st of each year as follows:

- 2%.....at the end of 7th year of service
- 4%.....at the end of 11<sup>th</sup> year of service
- 6%.....at the end of 16th year of service
- 8%.....at the end of 21st year of service

Employees whose total service date is on or after January 1, 2010 shall have longevity pay capped at \$3,000 per year which shall be non-pensionable.

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Employees hired on or after January 1, 2019 shall receive a longevity cap of \$2,000.00 per year, which shall be non-pensionable.

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 total service date commences between January 1 and July 1 shall be credited with a full year of service and previous regular 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 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 whose total service date is prior to June 1, 1986 shall be unaffected by this provision. With regard to unpaid leaves of absence, accrual shall be determined as set forth in Article VII, Section G.

**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: For employees whose total service date is prior to July 1, 1997, 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 (1/4) 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.

Employees whose total service date is on or after July 1, 1997 shall receive the following sick days:

During the first year of employment.....	.58 days
per month	
Start of 2 <sup>nd</sup> year.....	9 days
Start of 3 <sup>rd</sup> year.....	15 days

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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.

Employees hired on or after 1/1/14 shall receive 12 sick days per year. These days shall be pro-rated during the first year of employment.

SECTION C:

1. For all employees whose total service date is 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, excluding discharge for just cause, the employee shall be entitled to pay on the basis of one-half (1/2) day's pay per one (1) 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 whose total service date is 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, excluding discharge for just cause, said employee shall be eligible for pay for unused accumulated sick leave on the basis of 1/2 day's pay per one (1) full day of sick leave accumulated and not previously used up to a maximum payment not to exceed \$10,000 per employee.

The payments shall increase as follows:

1/1/14.....	\$12,000
1/1/15.....	\$13,000
1/1/16.....	\$14,000

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.

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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.

SECTION G: At the time of separation, an employee leaving prior to July 1 shall receive ½ of their annual sick leave allotment. Any employee who leaves July 1 or after shall receive their full annual allotment.

### **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 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.

In the future, Township trucks for the use of employees shall have, to the extent available through the dealer or manufacturer, power steering, power brakes, automatic transmission, and AM radios. All Township trucks will be air conditioned, if the cost of the air conditioner does not exceed \$1,000.

SECTION E: The Township Safety Committee shall continue the current practice to ensure compliance with strict safety standards through recommendation of corrective action to the designated authority.

SECTION F: During snow removal operations there will be a fifteen-minute break every four (4) 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.

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SECTION G: During the term of this Agreement every employee shall receive a copy of his/her 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 conducted outside 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: Any time an employee works in excess of twenty-four (24) consecutive hours in an emergency, then at the conclusion of the job assignment, those employees shall be entitled to clock out with pay for the remainder of their regularly scheduled shift. They shall, however, be available for callback in the event of another declared emergency.

SECTION L: All employees required to have a CDL license shall be reimbursed the difference between the cost of a regular driver's license and a CDL license.

SECTION M: 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 lunchroom at Dunhams Corner Road (Parks), a refrigerator, stove, sink, and table and chairs, shall be provided. For Public Works, the lunchroom, its furnishings, refrigerator, sink and microwave shall continue to be provided for the term of this contract.

SECTION N: The Employer will reimburse employees the Rutgers per credit rate for both Graduate and Undergraduate courses up to a maximum of 18 credits per year per employee 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 Business Administrator.

At the time of approval by the Department Head and the Business Administrator, the Manager of Human Resources, Budget and Purchasing must be notified for budgetary purposes. Reimbursement would include tuition and books. All course work must be successfully completed with a passing grade. Reimbursement will be for an accredited institution of higher education only, and when no other source of reimbursement is available to the employee (i.e., G.I. benefits). Reimbursement will

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be provided upon the employee submitting a copy of their original tuition bill listing all charges, courses and a copy of his/her grades to the Manager of Human Resources and the Business Administrator.

Employees whose total service date is on or after July 1, 1997 must remain employed by the Township for three years after completion of the course pursuant to this Article. If the employee leaves the Township's employ before the three-year time period has passed, he/she will be responsible for reimbursing the Township thirty-three and one-third percent (33 1/3%) of the payment per year for each year he/she leaves before the completion of three years.

SECTION O: The Family Leave Act of 1993 requires covered employers to provide certain specified periods of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Copies of the Family Leave Act are available from Human Resources.

SECTION P: If an employee is voluntarily transferred that employee will remain ineligible for another lateral transfer for a period of 12 months. However, any employee wishing to transfer more than once in any 12-month period may do so only with the approval of the Business Administrator.

SECTION Q: Class A CDL - Employees utilizing their Class A CDL on a regular basis shall have their base salary increased \$900 effective 7/1/05. Employees who currently possess a Class A CDL and utilize it on an occasional basis shall have their base salary increased \$300 effective 7/1/05. Employee's referenced above shall have their job titles amended to reflect the CDL license.

#### **ARTICLE XVIII - CLOTHING MAINTENANCE ALLOWANCE**

SECTION A: A clothing maintenance allowance shall be provided for uniformed employees of the Township in the amount of \$650. 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. New hires, after six months will receive a \$150-dollar payment and will be eligible for the next regular payment. In addition to the \$150, they will be entitled to receive 2 shirts and 2 pairs of pants.

SECTION B: The allowance shall be used for the maintenance 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

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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 maintenance 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 Human Resources 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.

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 Union.

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 Union 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 Union who are not employees covered by this Agreement will not be permitted to visit the facility during working hours to discuss Union 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 Union representatives impede the employer's operations.

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#### **ARTICLE XX - SAVING CLAUSE**

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 or administrative agency 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**

Regular 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 regular appointment pursuant to ARTICLE VI, Section 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 regular part-time employee.

SECTION B: Regular part-time employees of the Township of East Brunswick who are included in the Union, 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

SECTION C: Regular part-time employees who work over 40 hours in a week will be paid time and one-half (1-1/2).

#### **ARTICLE XXII - LAYOFFS AND RECALLS**

Should it become necessary for the Township to layoff employees covered by this Agreement, such layoffs shall be accomplished in the following manner:

1. Should the layoffs of regular employees be necessary, such layoffs shall be accomplished based upon seniority as defined by Article VII and as specified below.



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2. Upon layoff, the employee shall be paid all accumulated vacation benefits, as well as accumulated sick leave at the rate of fifty percent (50%), as well as all earned personal days. The only exception to this shall be laid off employees with over 20 years of service to the Township, who shall, in addition to vacation and personal days, receive one hundred percent (100%) of accumulated sick leave.
3. Seniority and benefits shall not accrue during period of layoff.
4. In the event it becomes necessary to layoff regular employees, the layoff shall begin with all part-time employees within the affected job classification (job title) prior to the layoff of any fulltime employee in that job classification.

For the purpose of this Article, job classification shall be defined as all job titles within the same grade and for which an employee is qualified.

5. Upon layoff, inverse seniority shall be utilized. Thus, the employee with the least seniority in the affected job classification shall be laid off first, and so on through the list until all layoffs necessary have been completed. An employee in a job classification scheduled to be laid off shall "bump" a less senior employee in the same job classification, even if said employee is in a different Department from the employee to be laid off. That "bumped" employee shall then be afforded the same rights as the employee who has bumped him, and so on down the line, until such time as the least senior employee within an affected job classification has been laid off.

In the event an employee bumps down a grade or grades due to a layoff and the employee's current salary exceeds the maximum of the new grade, he/she will be paid no more than the maximum salary range of the new grade.

6. Should no employee with less seniority exist within the same job classification as the employee to be laid off, the said employee may "bump" a less senior employee within a lower job classification, provided that the Township determines that the employee is bumping into a job classification which is related or within a job classification which has similar or less requirements, or is a job classification which the employee had previously held with the Township. This paragraph is subject to the provisions of Article V - Grievance Procedure.
7. The subject matter of bumping outside of the bargaining unit is a non-negotiable management prerogative.

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SECTION B: Recall Rights: Recalls shall be accomplished in accordance with the following procedures:

1. The most senior former employee laid off shall be the first employee recalled to work when a position is to be filled in which management determines the employee is qualified.
2. A laid off employee shall have recall rights for a period of two (2) years from the date of layoff.
3. Notice of recall to work shall be addressed to the employee's last address appearing in Township records, by certified mail, return receipt requested. It shall be the responsibility of the employee to notify the Township of any change of address. The employer shall provide said notice of recall at least two (2) weeks prior to the commencement of the recall offer. The employee shall respond, in writing, to the notice within ten (10) working days from the date of 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 recall rights, and the employment relationship shall have been terminated.
4. No new regular employee shall be hired into any job classification while an employee is on layoff and possesses recall rights within that job classification.

SECTION C: Prior to a layoff, the employer shall provide the Union with the sixty (60) days' notice and during that interim period, the parties shall meet and review the affected positions and discuss prior to implementation the bumping order and mechanisms to be utilized.

### **ARTICLE XXIII - DURATION OF AGREEMENT**

SECTION A: This Agreement shall remain in full force and effect from the effective date of January 1, 2018 through December 31, 2021.

SECTION B: This Agreement shall continue in full force and effect from year to year, unless one party or the other gives notice, in writing prior to the expiration date of this Agreement of a desire to change or modify this Agreement.

SECTION C: Should either party request, the parties do hereby agree that they shall commence negotiations for an Agreement for the year 2022 on or before 15 October 2021.

Grade

Title


SECTION D: Should agreement not be reached for 2022 by January 1, 2022, 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 BRUSNWICK

  
\_\_\_\_\_  
Brad Cohen, Mayor

  
\_\_\_\_\_  
Nannette Perry, Township Clerk

Date 1/12/21

Date 1/19/2021

UNITED SERVICE WORKERS UNION, LOCAL 255, IUJAT

  
\_\_\_\_\_  
Edward Kahn, Business Agent

Grade Title

**SCHEDULE A - CLASSIFIED POSITIONS**

Grade

Title

4

Senior Citizen Bus Driver  
Service Worker I  
Water Meter Reader

Custodian  
Custodial Crew Leader  
Senior Clerk

5

Custodian  
Custodian Crew Leader  
Senior Citizen Kitchen Coordinator  
Senior Clerk Dept on Aging  
Transportation Coordinator/Bus Driver

Administrative Assessing Clerk  
Administrative Clerk  
Administrative Finance Clerk  
Records Processing Clerk  
Technician I

6

Maintenance Mechanic Assistant  
Park and Ride Maintenance Skilled Worker  
Parks Conservationist I  
Recycling Center Worker  
Revenue Processing Clerk  
Secretary  
Secretary\Senior Meals Assistant  
Service Worker II  
Transportation Coordinator\Meals Assistant

Water Service Representative  
Water Utility Service Worker II  
Public Safety Records Clerk  
Public Safety Maintenance Worker  
Payroll Records Clerk  
Water Utility Technician Apprentice I Program Assistant

Grade	Title
7	Animal Control Officer Assessing Revenue Administrative Assistant EBTV CBB Coordinator Executive Secretary Executive Secretary/Detective Bureau Licensing Clerk Maintenance Worker
7	Maintenance Mechanic Worker 1 1 Maintenance Skilled Worker II Parks Skilled Worker Public Safety Administrative Specialist Skilled Worker Skilled Worker\Parks & Shade Tree Violations Clerk  Computer Programmer Counselor I Recycling Composite Site Operator Reproduction Clerk/Operator Senior Assessing Assistant Service Worker II Water Meter Installer/Repairer Water Revenue Assistant Water Utility Technician Apprentice II
8	Accounts Payable Clerk Administrative Assistant/Sewer Computer Technician EBTV Video Producer I Field Personnel II Geographic Information System Analyst Mechanic I Parking Enforcement Officer Parking Utility Office Coordinator Parks\Aquatics Maintenance Specialist Personnel Assistant Public Safety Administrative Coordinator I Public Safety Maintenance Worker II Purchasing Assistant Recreation Assistant

Grade

Title

Recycling Specialist/Equipment Operator  
Senior Park Conservationist  
Service Worker III/Equipment Operator  
Sewer Utility Technician  
Specials Operation Assistant  
System Operator/Water  
Tax/Utility Revenue Assistant  
Technician II  
Water Utility Technician

Administrative Assistant  
Claims Coordinator  
Engineering Inspector Aide  
Field Inspector/Analyst  
Office Coordinator  
Park Conservationist/Arborist

9

Accounts Control Clerk  
Deputy Court Administrator  
Exec Admin Assistant/Chief of Police  
Exec Admin Assistant/Finance  
Exec Admin Assistant/Planning and Engineering  
Exec Admin Assistant/Recreation and Parks  
Field Specialist  
Field Specialist\Arborist  
Lead Operator  
Mechanic 11  
Payroll Account Clerk  
Program Coordinator/Senior Citizens  
Program Coordinator/Daisy Supervisor  
Program Coordinator/Recreation Supervisor  
Public Safety Administrative Office Coordinator  
Revenue Coordinator  
Senior Assessing Assistant  
Senior Technical Assistant  
Sewer Service Worker III/Equipment Operator  
Sewer Utility Service Worker/Equip Operator  
Service Worker III/E.O./Field Specialist  
Water Billing Coordinator  
Water Utility Service Worker III/Equipment Operator

Grade	Title
	Civilian Dispatcher Equipment Repairer/Fabricator Exec Admin Assistant/Police Admin Exec Admin Assistant/WR/SWR Supervisor of Community Services Water Inspector
10	Civilian Dispatcher Code Enforcement Officer Computer Programmer/Telecommunications Specialist Coordinator of Community Services Counselor I Diesel Mechanic\Fabricator EBTV Video Producer II Field Inspector\Analyst Lead Road Technician Mechanic/Fabricator Parking Utility Coordinator Program Coordinator Program Coordinator/Youth Public Safety Administrative Coordinator II Public Safety Maintenance Worker II Recreation/Crystal Springs Operations Coordinator Recreation Coordinator/Day Camps Senior Fabricator Senior Field Specialist\Arborist Senior Mechanic Senior Mechanic\Fabricator Sewer Maintenance Coordinator Social Services Coordinator Utility Coordinator Water Maintenance Coordinator  Computer Programmer/Analyst Sr. Park Conservationist\Field Specialist Senior Parks Conservationist/Arborist Technician III
11	Building Sub-Code Official Communications Systems Coordinator Construction Inspector Electrical Sub-Code Official

**Grade**

**Title**

Field Operations Organizer, Parks  
Field Operations Organizer, Shade Tree  
Fleet Operations Coordinator  
Human Resources Coordinator  
Plumbing Sub-Code Official  
Public Safety Specialist II  
Recycling and Solid Waste Coordinator  
Road Maintenance Coordinator Technician IV

Engineering Project Coordinator  
Field Operations Organizer/Recycling Coordinator  
Fire Sub Code Official  
Water Production Coordinator



**SCHEDULE B**

2018 -2021 Salary Schedule

GRADE	2018 Min	2018 Max	2019 Min	2019 Max	2020 Min	2020 Max	2021 Min	2021 Max
4	\$33,902.76	\$63,908.10	\$34,750.33	\$65,505.80	\$35,619.09	\$67,153.45	\$36,509.56	\$68,822.03
5	\$35,124.72	\$67,171.08	\$36,002.84	\$68,850.36	\$36,902.91	\$70,571.62	\$37,825.48	\$72,335.91
6	\$36,316.08	\$70,400.40	\$37,223.98	\$72,160.41	\$38,154.58	\$73,964.42	\$39,108.45	\$75,813.53
7	\$37,555.38	\$73,874.52	\$38,494.26	\$75,721.38	\$39,456.62	\$77,614.42	\$40,443.04	\$79,554.78
8	\$38,891.58	\$77,348.64	\$39,863.87	\$79,282.36	\$40,860.47	\$81,264.41	\$41,881.98	\$83,296.03
9	\$40,066.62	\$87,351.78	\$41,068.29	\$89,535.57	\$42,094.99	\$91,773.96	\$43,147.37	\$94,068.31
10	\$40,961.16	\$87,677.16	\$41,985.19	\$89,869.09	\$43,034.82	\$92,115.82	\$44,110.69	\$94,418.71
11	\$42,279.00	\$115,260.00	\$43,335.98	\$118,141.50	\$44,419.37	\$121,095.04	\$45,529.86	\$124,122.41

\*For purposes 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. Any employee hired after July 1 would have to go the next full year in the first step and then receive the next step the following January.

**SCHEDULE C**

**Civilian Dispatchers**  
**2018 -2021 Salary Schedule**

<u>Grade</u>	<u>2018</u>	<u>2019 (2.5%)</u>	<u>2020 (2.5%)</u>	<u>2021 (2.5%)</u>
Starting	\$ 40,158.00	\$ 41,161.95	\$ 42,191.00	\$ 43,245.77
Step 2	\$ 42,751.71	\$ 43,820.50	\$44,916.02	\$ 46,038.92
Step 3	\$ 45,345.42	\$ 46,479.06	\$ 47,641.03	\$ 48,832.06
Step 4	\$ 47,939.13	\$ 49,137.61	\$ 50,366.05	\$ 51,625.20
step 5	\$ 50,532.84	\$ 51,796.16	\$ 53,091.07	\$ 54,418.34
Step 6	\$ 53,126.55	\$ 54,454.71	\$ 55,816.08	\$ 57,211.48
Step 7	\$ 55,720.26	\$ 57,113.27	\$ 58,541.10	\$ 60,004.63
Step 8	\$ 58,313.94	\$ 59,771.79	\$ 61,266.08	\$ 62,797.74



UNITED SERVICE WORKERS UNION  
LOCAL 255

The Township of East Brunswick has indicated a desire to integrate the current collective negotiations agreements (cna) covering the Sewer Department employees, currently represented by Local 255, United Service Workers Union (USWU) into (the current cna between the Township and Local 1996, East Brunswick Municipal Employees Association. In negotiating the impact of said change the parties have agreed to the following:

1. For the purposes of sick, personal, vacation, any other paid time off, and receiving retirement health benefits for employee only, the Township will recognize the original hire date with the Authority or Township as currently recognized with the Township.
2. Longevity - Employees will accrue longevity beginning the date of the integration (the same as new hires).
3. Retirement Health benefits for spouses - The actual date of hire with the Township (approximately June 2010) shall be considered the date upon which employees shall accrue time for the earning of spousal retirement benefits.
4. Grades and titles to be determined by the Business Administrator/HR.
5. License stipends for the sewer department shall remain in place. In addition, the on-call pay shall remain in place.
6. Layoffs - Current employees in the Sewer department shall maintain their departmental seniority for the Sewer Department (SD) only, In the event of a layoff, the sewer department employees cannot bump any employee outside of the SD with a seniority date prior to the effective date of the integration. Likewise, no employee outside of the current SD may bump any current employee in the SD.
7. Any employee hired after the date of integration shall be subject to the terms and conditions of the MEA collective bargaining agreement.
8. Other than the provisions above, all other terms of the MEA cna shall apply.

Township of East Brunswick

USWU, Local 255, IUJAT

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Dated: 10/21/16

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Phil Fletcher

**SCHEDULE E**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("MOA") is made by and between the Township of East Brunswick (herein the "Township") and the Township of East Brunswick Municipal Employees Association (herein the "Association" or "Union").

WHEREAS, the Township and the Association are parties to a collective negotiations agreement ("CNA") with a term of January 1, 2014 through December 31, 2017; and

WHEREAS, the parties are in the process of negotiating a successor CNA and;

WHEREAS, the Township and the Union have reached an agreement with regard to certain terms and conditions, applicable specifically and only to Dispatchers, which they desire to implement effective April 16, 2018; and

WHEREAS, the parties agree that these terms and conditions shall be memorialized herein and also set forth in an addendum — Schedule A - to the successor CNA.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings herein set forth the parties agree as follows:

1. That the terms and conditions set forth in the attached "Schedule A" shall be applicable to all Dispatchers effective April 16, 2018; and
2. This schedule shall be subject to a twelve (12) month trial basis. After the twelve (12) month period expires, the Township may unilaterally revert back to the schedule that was in effect prior to the implementation of the modified Pitman schedule should it determine that the modified Pitman schedule is not advantageous.
3. In addition to the attached Pitman schedule set forth in "Schedule A, on-coming personnel or off-duty personnel that are civilian dispatchers may be called in and ordered to work at the Township's discretion.


All other terms and conditions of the collective bargaining agreement shall remain the same. All parties to this Agreement acknowledge that this memorandum constitutes the entire agreement between the parties with regard to the terms and conditions set forth herein and that they have not relied upon any other promises, representations, or previous agreement of any kind, which may have been made prior to the execution of this agreement.

FOR THE ASSOCIATION

 \_\_\_\_\_

Date: 4/10/18

FOR THE TOWNSHIP

 \_\_\_\_\_

Date: 4/10/18

**SCHEDULE F**

Twelve (12) Month Trial Basis Dispatcher Schedule

This schedule is for Dispatchers only. Except as otherwise set forth herein, all other terms and conditions set forth in the parties' current collective negotiations agreement are applicable to the Dispatchers.

Article VIII - Vacations:

For all Dispatchers whose total service date is prior to July 1, 1997, the following vacation schedule is agreed to and shall be taken in hours.

0-1 year of completed service.....	5.65 hours/month
Start of 2nd year to end of 5th year of completed service.....	68 hours
Start of 6th year to end of 9th year of completed service.....	108 hours
Start of 10th year to end of 14th year of completed service.....	148 hours
Start of 15th year to end of 19th year of completed service.....	188 hours
Start of 20th year to end of 24th year of completed service.....	228 hours
Start of 25th year and over.....	268 hours

For all dispatchers whose total service date is on or after July 1, 1997, 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.....	5 hours/month
Start of 2nd year to end of 5th year of completed service.....	60 hours
Start of 6th year to end of 9th year of completed service.....	100 hours
Start of 10th year to end of 14th year of completed service.....	124 hours
Start of 15th year to end of 19th year of completed service.....	140 hours
Start of 20th year to end of 24th year of completed service.....	180 hours
Start of 25th year and over.....	220 hours

For all dispatchers hired on or after January 1, 2010, the following vacation schedule is agreed to and shall be taken in units of full or half days.

0-1 year of completed service.....	4 hours/month
Start of 2nd year to end of 5th year of completed service.....	52 hours
Start of 6th year to end of 9th year of completed service.....	68 hours
Start of 10th year to end of 15th year of completed service.....	92 hours
Start of 16th year to end of 19th year of completed service.....	116 hours
Start of 20th year and over.....	132 hours

Article XI - Personal Days:

Dispatchers, regardless of date of hire, are not entitled to any personal time.

Article XVII, Miscellaneous Agreements:

Section R: Dispatchers

(1) Dispatcher Schedule. Effective April 16, 2018 dispatchers shall work a modified Pitman schedule using four teams consisting of three dispatchers each. The schedule consists of a fourteen-day rotation in which each team works three consecutive days, followed by two days off, two days on, three days off, two days on, and two days off. Two teams are assigned day shifts while the other two are assigned night shifts. On any given day, one team is on the day shift, one team is on the night shift, and two teams are off duty. Each shift will be twelve hours, except that one shift during "long" weeks in which dispatchers are scheduled to work four shifts, one shift will be eight hours while the other three shifts will be twelve hours. In the "short" weeks in which dispatchers are scheduled to work three, twelve-hour shifts, the Township will schedule an additional four hour shift to each dispatcher. This results in Dispatchers working forty-four (44) hours in the "long" week, and forty (40) hours in the "short" week.

(2) Overtime Pay - Dispatchers shall receive compensatory time in lieu of overtime pay for all hours worked in excess of forty (40) in a given work period in accordance with 29 U.S.C. 207(o). Accrued compensatory time off is capped in accordance with 29 U.S.C. 207(0). Overtime compensation may be paid in cash, at the Township's option, in lieu of providing compensatory time off in any workweek or work period pursuant to 29 C.F.R. 553.26.

(3) At management's discretion, an off-going Dispatcher may be required to work additional hours. However, an off-going Dispatcher will never be forced to work in excess of sixteen (16) consecutive hours.

(4) One Dispatcher will be permitted off per day, per shift, utilizing accrued vacation or compensatory time off. All days off must have prior approval.

(5) Shift differentials will remain in effect and compensate the 6 p.m. to 6 a.m. schedule. Shift differentials will be removed upon salary increase to the new step plan.

(6) If a Dispatcher is scheduled to work on a holiday recognized in Article XIII, and works the holiday, the Dispatcher shall receive regular pay plus time-and-one-half or compensatory time off, as determined the Township.

(7) Lunches and breaks. Each shift, Dispatchers are entitled to one (1) thirty (30) minute lunch and two (2), fifteen (15) minute breaks. Lunches and breaks will be taken in a secure area of the police department. In the event of an emergency, essential employees will respond to the communications room immediately. Station Commanders have the authority to adjust and assign lunch break periods in order to provide for public safety and convenience.