

M.E.A. AGREEMENT

THIS AGREEMENT, made this 2 day of May, in the year 1977, by and between the TOWNSHIP OF EAST BRUNSWICK, hereinafter referred to as the "Employer" and the EAST BRUNSWICK MUNICIPAL EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association" has been created for the purpose of harmony and mutual understanding between the Employer and members of the Association in order that continuous and efficient service be rendered to the community.

INTRODUCTORY STATEMENT

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

WITNESSETH:

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

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

IT IS AGREED AS FOLLOWS:

ARTICLE I

Recognition

Section A: The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work and other conditions of employment for all employees represented by said Association.

Section B: Included in the negotiating unit shall be all full-time employees represented by said Association; however, it is agreed that all employees such as policemen, crossing guards, officials, heads and deputy heads of departments and agencies, members of Boards and Commissions, managerial executives, and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote, or effectively recommend same are excluded from the unit. Clarification of the bargaining unit shall take place during the term of this contract.

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ARTICLE II

Employee Representation

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

Section B. Representatives of the Association shall have the right to post on bulletin boards set up for their use, any material dealing with the proper business of the Association at any reasonable time.

Section C. The Employer shall permit the installation of bulletin boards, at the expense of the Association. The exact locations, size and number of boards to be installed shall be mutually agreed upon between the Employer and the Association.

ARTICLE III

Disciplinary Actions

Section A. The Employer shall provide for a hearing procedure for all disciplinary actions. This Section shall in no way limit the Employer's rights as stated in Article XVIII. The employer shall give written notification of a hearing involving an employee within five (5) working days prior to the scheduled date of the hearing.

Section B. The Employer shall give written notification to the Association when an employee who is a member is being suspended, fined, demoted, or removed from employment. The notification shall be submitted to the Association within two (2) days of the start of the disciplinary action and shall indicate the extent and reason for the punishment.

Section C. An Employee shall not be subject to a financial penalty in disciplinary matters until he or she has received the benefit of a hearing pursuant to Section A of this Article.

Section D. For those employees who use a time clock, a five (5) minute tolerance shall be allowed before a charged lateness is entered on the employee's record.

ARTICLE IV

Grievance Procedure

Section A. A grievance shall be any difference of opinion, controversy or dispute arising between the parties involving inter-

pretation or application of any provision of this Agreement.

Section B. A grievance shall be processed as follows:

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

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

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

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

Step 5. If no settlement of grievance has been reached by the parties, either one or both shall have the right to submit the unresolved grievance to binding arbitration. However, the action must be initiated within thirty (30) days of the time the answer was received or considered due in Step 3. Either party may make written application to the New Jersey State Board of Mediation requesting that an arbitrator be appointed to hear the grievance and make final determination. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be submitted to the Employer and to the Association and shall be binding and final on the parties.

Section C. The cost of fees and expense for having a grievance arbitrated shall be shared equally by the Association and Employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties of this Agreement.

Section D. If either or both parties desire(s) 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.

Statement of Policy on Discrimination

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

ARTICLE VI

Seniority

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

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

Section C. All job openings shall be posted for employee bidding. All qualified employees shall be given preference for appointment based upon seniority.

Section D. Each new employee shall serve a probationary period of twelve (12) months. At the completion of the eighth month, the employee's department head shall prepare a written evaluation of the employee's performance in which the department head shall recommend the retention or dismissal of the probationary employee. The report shall be submitted to the Township Administrator for his approval. If, at the end of twelve (12) months, the probationary employee shall have been deemed to have successfully completed his probationary period by means of written recommendation by the department head and the Township Administrator, he shall be granted status as a regular employee with all rights and privileges pertaining to his employment or position. Nothing contained in this Section shall be construed to prohibit the suspension or dismissal of a probationary employee at any time during this probationary period if, in the judgment of the appointing authority, such an action would be in the best interest of the Township.

Section E. A three-month probationary period together with written evaluation at the first and second month based on performance only shall also pertain to an employee promoted to a higher classification. Such probationary status shall in no way affect the rights and status in the original or lower classification. Any employee who has attained full-time permanent status and transferred within grade shall not be required to serve a probationary period.

Section F. When it becomes necessary for the Employer to abolish the position of an employee covered by this agreement the affected employee(s) shall be let go on the basis of "last hired, first fired." The employee fired shall have all the rights enumerated in R.G.O.3-2.4 and 3-3.5 of the Township of East Brunswick.

Section G. Notwithstanding anything to the contrary herein, all probationary employees shall be considered permanent employees from the date of their employment for the purpose of coverage under the Public Employees Retirement System.

ARTICLE VII

Vacations

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

0-1 year of completed service.....	1 day per month
Start of 2nd year to end of 5th year of completed service.....	12 days
Start of 6th year to end of 9th year of completed service.....	14 days
Start of 10th year to end of 14th year of completed service.....	17 days
Start of 15th year to end of 19th year of completed service.....	22 days
Start of 20th year to end of 24th year of completed service.....	27 days
Start of 25th year and over.....	30 days

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

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

Section D. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Administrator. No employee shall be permitted to accumulate more than 30 days of unused vacation leave. Vacation leave, subject to the approval of the department head, may be taken from time to time in units of full or half days.

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

Section F. An employee shall not be eligible for vacation leave unless he has been employed for six (6) consecutive months or more. New employees shall be entitled to one working day of vacation leave for each month of their probationary time, up to a maximum of twelve (12) days.

ARTICLE VIII

Section A. The Township agrees that upon the death of 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, parent, brother, sister, grandmother or grandfather and the brother, sister or parent of their spouse and the grandparent of their spouse.

ARTICLE IX

Prior Benefits

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

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

Section C. The Employer is reviewing coverages under Section A and B of this contract and said Sections may be subject to renegotiation during the term of this contract.

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

1. Sick Leave
2. Vacation Days
3. Personal Days
4. Leave because of death in immediate family

ARTICLE X

Salary and Wages

Section A. Schedule A, attached hereto, sets forth the steps within the established grade levels of employment for 1977. These steps shall not be construed to be a mandatory guide for salary increases, but shall be used only as a permissive guideline for salary administration.

Section B. All employees shall receive a nine hundred dollar (\$900.00) increase in salary to be retroactive to January 1, 1977, and to be reflected in the 1977 Salary Schedule attached hereto as Schedule A.

Section C. The Employer agrees to step movement on the Salary Schedule for the contract year 1978 for members of the Association.

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

Section E. The Township agrees that employees covered by this Agreement be compensated for overtime work when such work has been authorized by the department director or his representative, at an hourly rate equal to one and one-half times this equivalent rate prescribed in subsection 3-6.1 of the Personnel Policy of the Township of East Brunswick. Departmental employees on a thirty-five (35) hour work week shall receive pay for the eight hours in any work day at straight time rates exclusive of lunch. Those departments on a forty (40) hour work week shall receive one and one-half (1-1/2) pay for any hours worked in excess of eight (8) hours per day exclusive of lunch. Whenever an employee is required to work the sixth and/or seventh day and/or holiday, time and one-half shall be paid such employees for all hours worked on the sixth and/or seventh day and/or holiday. If an employee works on a holiday, he or she shall be entitled to an additional day off with pay. Once overtime is earned it is secured. In all instances, however, overtime compensation shall commence only after the employee has worked eight hours in any one work day.

Section F. The Salary Schedules will be strictly adhered to for the duration of the contract. The only exception will be when an employee is promoted to a higher grade.

Section G. There shall be a shift differential for Filter Plant Operators of fifteen cents (15¢) per hour for the second shift (4 p.m to 12 midnight) and twenty cents (20¢) per hour for the first shift (12 midnight to 8 a.m.).

Section H. Effective January 1, 1977 and henceforth, pay days shall be on Friday.

ARTICLE XI

Check Off of Dues

Section A. The employer agrees to check off Association dues and assessments uniformly arrived at and turn over such money to the duly elected Treasurer of the Association on the last day of each month. If the last day of any month is a Saturday, Sunday or holiday, payment shall be made on the next succeeding work day. The Association will file authorization forms with the employer, signed by each employee prior to such deduction.

ARTICLE XII

Holidays

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

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

Section C. In addition to the above holidays, when such holidays fall on a Thursday, the following Friday shall also be given off with pay as a holiday to all employees covered by this Agreement. When one of the above holidays falls on a Tuesday, the preceding Monday shall also be given off with pay as a holiday to all employees covered under this Agreement. During the term of this contract and subsequent contracts, holidays accrued as a result of this Section shall be taken as personal days pursuant to Article XIII of this agreement.

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

ARTICLE XIII

Personal Days

Section A. Each employee shall be granted four (4) personal days off with pay for the calendar year 1977, noncumulative, and in units of full or half days. In the first year of employment, one (1) personal day shall be accrued for each three months of employment. These four personal days shall be in addition to those granted in Article XII, Section C.

ARTICLE XIV

Longevity Pay

Section A. All employees shall be entitled to the additional compensation based upon completed full years of service as of January 1st of each year as follows:

ADDITIONAL COMPENSATION PERCENTAGE OF GROSS SALARY

2% at the end of the 5th year and start of the 6th year
4% at the end of the 9th year and start of the 10th year
6% at the end of the 14th year and start of the 15th year
8% at the end of the 19th year and start of the 20th year
10% at the end of the 24th year and start of the 25th year
12% at the end of the 29th year and start of the 30th year

Section B. The additional compensation provided for in this Section shall commence on January 1 of each year and shall be paid as part of the employee's regular wages. Any employee whose employment commences between January 1 and October 1 shall be credited with a full year of service and previous part-time employment with the Township shall be accumulated, and the employee shall be given credit for an equivalent amount of full-time employment. Whenever a full-time employee leaves the Township's employ for active duty in the military service of the United States or receives a leave of absence, with or without pay, the period of active duty or leave of absence shall be included in computing years of service.

ARTICLE XV

Sick Leave

Section A. Sick leave shall mean paid leave that may be granted to each employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform all the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

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

Section C. Sick leave may be accumulated without limit during each employee's term of service. At the time of separation from service, the employee shall be entitled to pay on the basis of one-half day's pay per one full day of sick leave accumulated and not previously used.

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 Township physician or the employee's own physician may be required as proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from the Department of Health and Welfare shall be required.

ARTICLE XVI

Miscellaneous Agreements

Section A. Clean, cool water and salt pills will be provided for all Public Works and Parks work details.

Section B. Custodial services will be provided for the Recreation and Public Works offices.

Section C. Township cars purchased in the future for members of the Association will have power steering, power brakes and air conditioning.

Section D. The Township will employ a safety inspector for all vehicles and equipment to assure compliance with OSHA standards.

Section E. During snow removal operations there will be a fifteen (15) minute break every four (4) hours and one-half (1/2) hour for a meal within any eight (8) hours of overtime. Furthermore, during snow removal or other such occurrences, no employee shall be required or allowed to work in excess of sixteen (16) consecutive hours.

Section F. During the term of this contract every employee shall receive a copy of their job description.

Section G. The working hours of the Township uniformed employees shall consist of eight consecutive hours, starting times shall be determined by the Employer.

ARTICLE XVII

Clothing Allowance

Section A. A clothing allowance of \$200.00 in 1977 shall be provided for uniformed employees of the Water Utility, Roads Division, Building and Grounds, Parks Department, Traffic Safety Division and for the Public Health Nurse and Animal Control Officer.

Section B. The allowance shall be used for the purchase of uniforms to be selected by a joint management and M.E.A. Committee.

Section C. The allowance shall cover shirts, pants, safety shoes, Eisenhower jackets, gloves and a parka and such other items as might be included from time to time by joint agreement. There shall be no uniform change by any agency during the term of this contract.

Section D. A Employer/Association committee shall be established to explore the issue of protective smocks for clerical and secretarial employees.

ARTICLE XVIII

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 the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency. The Employer exercises these rights through the Revised General Ordinances of the Township of East Brunswick and such Rules and Regulations and Standard Operating Procedures as created pursuant to R.G.O. 2-4.5.e of the Revised General Ordinances of the Township of East Brunswick.

Section B. Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal, State or Municipal law, and furthermore, nothing in this article shall be construed to empower the Township to change, modify or alter any of the provisions of this Agreement without the express written authorization of the Association.

Section C. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer except as such right may be modified by the terms of this Agreement.

ARTICLE XIX

Applicable Laws

Section A. This Agreement shall be governed by the laws of the State of New Jersey.

ARTICLE XX

Saving Clause

Section A. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Federal or State legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE XXI

Changes, Supplements

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

ARTICLE XXII

Duration of Agreement

Section A. This Agreement shall be effective as of January 1, 1977, and shall extend through December 31, 1977

Section B. The parties do hereby agree that they shall commence negotiations (a Municipal Employees Association Negotiating team and the Business Administrator, specifically), for an agreement for the year 1978 on or before September 1, 1977, unless change of date is mutually agreed upon. Contract agreements shall be reached on or before November 30, 1977.

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.

William F. Fox

David Green

Edna M. Jabber
Arthur L. Newman
Michael Fedak
Robert K. Yonon
David Herbert
Gileen M. Salvatoriello

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