

AGREEMENT

BETWEEN

THE TOWNSHIP OF NORTH BRUNSWICK

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES

Council 73

AFL-CIO LOCAL 3834

SUPERVISORY EMPLOYEES - TOWNSHIP OF NORTH BRUNSWICK

January 1, 2009 – December 31, 2012

TOWNSHIP EXECUTION COPY – 12/01/2010

TABLE OF CONTENTS

	PREAMBLE	3
I.	RECOGNITION AND NON-DISCRIMINATION	3
II.	HOURS OF WORK AND OVERTIME	4
III.	OVERTIME MEALS	6
IV.	WORK ASSIGNMENTS	6
V.	WAGES AND OTHER COMPENSATION	7
VI.	UNIFORM ALLOWANCE	8
VII.	ON-CALL	9
VIII.	HOSPITALIZATION AND WELFARE BENEFITS	10
IX.	LONGEVITY	12
X.	DISABILITY COMPENSATION	12
XI.	SICK LEAVE	13
XII.	PERSONAL LEAVE	15
XIII.	BEREAVEMENT LEAVE	15
XIV.	VACATION LEAVE	16
XV.	HOLIDAYS	17
XVI.	MILITARY DUTY	17
XVII.	JURY DUTY	18
XVIII.	MANAGEMENT RIGHTS	18
XIX.	NO STRIKE	19
XX.	DISCIPLINE	19
XXI.	GRIEVANCE PROCEDURE	20
XXII.	SENIORITY	23
XXIII.	LAYOFF AND TERMINATIONS	23
XXIV.	UNION SECURITY	24
XXV.	DUES DEDUCTION	25
XXVI.	BULLETIN BOARD SPACE	26
XXVII.	MAINTENANCE OF BENEFITS	26
XXVIII.	FULLY BARGAINED PROVISIONS	26
XXIX.	SAVINGS CLAUSE	26
XXX.	PERSONNEL FILE	27
XXXI.	HEALTH AND SAFETY	28
XXXII.	POSTING	29
XXXIII.	NEW POSITIONS	29
XXXIV.	NON-DISCRIMINATION PROVISION	30
XXXV.	DURATION	30
	SIGNATORY PAGE	31

PREAMBLE

This Agreement is entered in to by the Township of North Brunswick, a municipal government in the County of Middlesex (hereinafter "Employer" or "Township") and the AFSCME Local 3834, AFL-CIO (herein after referred to as the "Union"), representing certain Township employees (hereinafter "member") as provided herein.

ARTICLE I RECOGNITION AND NON-DISCRIMINATION

1. The Township hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other terms and conditions of employment for full-time members in the job titles set forth below:

Supervisor Public Works

Assistant Supervisor Public Works

Recreation Maintenance Supervisor

Assistant Supervisor Recreation Maintenance

Supervising Mechanic

Supervisor Building Services

Supervising Pump Station Operator/Supervisor Sewer Maintenance

2. This agreement shall be binding upon the parties hereto and their successors, as permitted by law.
3. As a means of fostering good employment relations through communication between the parties, the Township and the Union shall meet as needed and as mutually agreed upon for the purpose of reviewing the administration of the Agreement and to discuss matters of general interest.

ARTICLE II
HOURS OF WORK AND OVERTIME

1. The work week shall be defined as follows:
 - a. For all members, Monday through Friday shall be forty (40) hours per week, consisting of eight (8) hours per day, exclusive of meal breaks. The start of the work day may vary by division and season, as work warrants.

2. Overtime shall be paid as follows:
 - a. In the event a member is called back to work after end of his/her regular work day or before the start of his/her regular work day, the member will be entitled to a minimum of four (4) hours pay at the overtime rate. This provision shall not apply to a directive to report early for a normal workday nor any planned overtime where the member is given notice of the overtime prior to the end of a regular shift, in which case the employee shall be eligible for overtime pay for time worked.
 - b. From Monday to Friday, when there is a break in time between a member's regular work day, as defined in Paragraph 1a. above, and an overtime period of work, one and one-half (1.5) times the regular hourly rate of pay for time worked beyond the regular work day.
 - c. From Monday to Friday, when there is no break in time between a member's regular work day and their overtime period of work, the member shall be compensated at the regularly hourly rate of pay for the first eight (8) hours, one and one-half (1.5) times the regular rate of pay for the next four (4) hours, and two (2) times the regular hourly rate of pay for any additional hours.
 - d. One and one-half (1.5) times the regular hourly rate of pay for all work performed on Saturday in excess of the normally scheduled work week as defined in Paragraph 1a. above, up to and including twelve (12) hours of work or until midnight on Saturday night. Double times (2x) the regular hourly rate will apply for all hours thereafter until the member is dismissed or clocks out.
 - e. Double times (2x) the regular hourly rate of pay for all work performed on Sunday in excess of the normally scheduled work week as defined in Paragraph 1a. above.
 - f. Double times (2x) the regular hourly rate of pay for all work performed on any Holiday, not including holiday paid as part of regular pay.

3. In the event a member reports for this regularly scheduled work shift without having been previously notified that there is no work, the member shall be guaranteed eight (8) hours pay at his/her regular rate of pay.
4. All members in the bargaining unit shall have from thirty minutes up to one hour unpaid lunch during the work week, taken as work permits.
5. Each member in the bargaining unit shall be entitled to one fifteen (15) minute break in the first four (4) hours of the work day, and one fifteen (15) minute break in the second four (4) hours of the work day. The scheduling of breaks may be altered by the member's supervisor as the needs of the work require. In the event of an emergency necessitating that the members to work through their normal break times, no additional compensation shall be payable. The practice of requiring members to work during their breaks in an emergency shall not be abused by the employer.
6. During all overtime hours of work, the member shall be entitled to one fifteen (15) minute break for each four (4) hour segment of work. The scheduling of the break shall be at the discretion of the member's supervisor, who shall make every effort to schedule the break at the end of the first two (2) hours of work. The member's supervisor shall determine whether the work shall continue and/or when work shall cease.

ARTICLE III
OVERTIME MEALS

1. For every six hours of consecutive overtime hours worked, the Township may, in lieu of providing meals, provide a meal allowance of six dollars and fifty cents (\$6.50) per meal, on a reimbursable basis and upon presentation of an invoice equal to or greater than \$6.50.

ARTICLE IV
WORK ASSIGNMENTS

1. Whenever possible, members shall be assigned work within their job specification.
2. In no event shall a member be assigned to work in a higher classification when a member in the higher classification is available to do the work.
3. When a member is designated the work of a higher classification, he shall be paid at the highest rate of pay for such time.
4. Temporary assignments to higher rated work shall be made on the basis of seniority provided that the senior member available is capable of performing the work.

ARTICLE V
WAGES AND OTHER COMPENSATION

1. Wages: For all current members who were employed in covered positions on the effective date of each year's increase, the following wage increases shall be added to their current base pay:

<u>Effective Date</u>	<u>Salary Increase</u>
a. 1/1/2009-12/31/09	1.0%
b. 1/1/2010-12/31/10	1.7%
c. 1/1/2011-12/31/11	1.5%
d. 1/1/2012-12/31/12	1.75%

2. Performance Reviews, Each member shall participate in an annual performance review with their department director or designee. The department director and the member shall meet in December of each year to discuss and plan the member's Annual Goals for the next year, and to assess his/her success in achieving their goals in the year about to end. While the Director shall have final say based on established best practices in setting the goals for each member, the Director must also document and take into account the limitations of personnel and other resources, such as equipment, outside services, and/or materials, which may have impacted the year about to end or may impact the upcoming year in setting Annual Goals. The reviews shall not have any impact on the wage increases cited in paragraph 1 above. Annual Goals shall include:

- a. Job knowledge, quality and quantity of work, completion of his/her assigned tasks and overall performance;
- b. personal conduct, including the member's dependability, integrity, attendance and punctuality, general demeanor, and appearance;
- c. teamwork, including the member's responsiveness, initiative, communication with his/her team, support for superiors and subordinates,
- d. commitment to serve the Township and its residents.

ARTICLE VI
UNIFORM ALLOWANCE

1. Members shall be in uniform while on duty.
2. For any new members appointed after execution of this Agreement, the Township shall provide each member with their initial uniform. Thereafter, each member shall replace items of the uniform as needed, at the member's expense.
3. After consultation with the Union, the standard uniform may be modified at the discretion of the Department Director and newly added or modified uniform items will be initially purchased by the Township.
4. Rain boots, rain gear, gloves, and safety equipment shall be provided by the Township.
5. The standard uniform shall consist of:
 - a. Short or long-sleeved shirts;
 - b. Sweatshirt;
 - c. Cold weather coat;
 - d. Work boots with toe protection.
6. Members shall receive \$950.00 in an annual uniform allowance paid in the existing method prior to the date of execution of this Agreement. Upon execution of the Agreement, the \$950.00 uniform allowance shall be paid as follows:
 - a. For members who work a full calendar year, one-half of the payment for uniform allowance shall be paid within 30 days after July 1 of the calendar year, starting with calendar year 2011. The balance of the Uniform allowance shall be paid within 30 days after December 31, 2011, and so on thereafter.
 - b. If a member starts working in their position during a calendar year or separates from work during a calendar year, he/she shall be paid for the proportionate share of their uniform allowance due as of July 1 or December 31, as the circumstances apply.
7. If a member reports to work without being in proper uniform, he/she may be subject to discipline.

ARTICLE VII
ON CALL

1. Effective upon the date this Agreement is executed, each member who is currently designated by their Director to be "on-call" shall be expected to be "on-call" and available to answer and respond by phone to work issues after the regular work day and respond to work, if the situation warrants. Each member designated by his/her Director to be "on-call" shall remain "on-call" for the duration of this Agreement or until a new Agreement is executed, whichever is longer.

2. If designated to be "on-call" in accordance with Paragraph 1 above, each designated member shall receive the sum of \$3,000.00 annually or a pro-rated amount for the portion of the year served in their designated title, paid at the same time as their regular pay, for being "on-call".

3. Members shall be reimbursed \$25.00 per month for use of their personal cell phone or have a Township cell phone furnished, which will be subject to Township cell phone policies and restricted to Township use only.

ARTICLE VIII
HOSPITALIZATION AND WELFARE BENEFITS

1. As provided by New Jersey law, members shall, as of May 22, 2010, contribute 1.5% of their annual pensionable salary toward a portion of the cost of their health care (medical and prescription plan) coverage. This contribution shall be made via payroll reductions by any member who receives medical and/or prescription coverage. Members who are on an approved leave of absence or not receiving a regular paycheck for other reasons, but who remain eligible for coverage by the Township's health care plan, must directly pre-pay the Township on a monthly basis the equivalent of 1.5% of their pensionable salary to continue their health care coverage. Failure to pay may result in discontinued coverage.
2. The Township agrees to provide a medical/hospitalization plan, prescription plan, and dental plan as outlined in the Article at no additional expense to the member than as outlined herein.
3. The Township agrees to continue the New Jersey State Health Benefit Plan, or substantially the same plan provided by another health care provider, to all current members.
4. The Township agrees to provide a Prescription Plan, which shall provide for the following co-payment by members and their dependents for generic and brand drugs:

Co-Payments	Retail	Mail Service
Generic	\$3.00	\$5.00
Brand	\$10.00	\$15.00
Day Supply Limit	Up to 30 days	Up to 90 days

- a. The criteria used by the Township's prescription benefit manager for classifying drugs as generic and brand will apply.
5. The Township will provide a dental plan which is substantially the same as the plan currently provided.
 - a. The Township will contribute \$384.96 annually or portion of year worked for each single employee and \$400.00 annually or portion of year worked for each member who has spouse, domestic or civil partner, or legal dependent provides
 - b. The member share of the dental plan cost shall be deducted from their regular pay.
6. In the event a member of the bargaining unit is killed or dies as a direct result of working in their assigned tasks, full health, prescription and dental benefits under this section shall be provided to the member's then current spouse, domestic or civil union partner until he/she remarries or attains the age of Medicare eligibility and/or for the member's legal dependents until their reach the age of 21 or ineligibility for coverage in accordance with the Plan, whichever comes later.

7. In the event a member of the bargaining unit is killed or dies while off duty, then full health, prescription, and dental benefits shall be paid by the Township, either as part of regular coverage or via COBRA payment for the member's then current spouse, domestic or civil union partner, and/or the member's legal dependents for a period of four months from the date of death. The Legal spouse, domestic or civil union partner and other legal dependents may purchase their own coverage via COBRA for the remaining period of three (3) years, beginning from the date of death.

**ARTICLE IX
LONGEVITY**

1. In addition to wages, members, employed by the Township as of December 31, 2008, shall receive longevity pay in accordance with the following schedule:

Five (5) Years	2 % increase
Ten (10) Years	3 % increase
Fifteen (15) Years	4 % increase
Twenty (20) Years	5 % increase

**ARTICLE X
DISABILITY COMPENSATION**

1. The Township agrees to continue the salary of members injured on the job or who suffer a work related illness in exchange for their assignment to the Township of their lost time payment under Worker's Compensation payment. Such time shall not be charged against Sick Leave.

ARTICLE XI
SICK LEAVE

1. **Sick Leave.** Sick Leave shall be granted to employees when they are unable to perform their work by reason of personal illness, injury, or exposure to a contagious disease. Sick leave will also be granted by the Township for each member to be used for family illness, defined as a serious illness or injury of an immediate family member when the member's assistance is directly required.
2. **Sick Leave Allowance.** The Township shall provide paid sick leave on the basis on one (1) day's leave for each month of employment during the first or portion of the first calendar year of employment. Upon completion of the first calendar year of work, a member shall be granted 15 sick leave days , which is tracked in hours. The annual Sick leave allowance shall be credited on January 1 of each in anticipation that a member will complete a full year's work; however, if a member separates prior to the end of the calendar year, sick leave allowance shall be prorated to the actual portion of the year worked. Unused sick leave may be accumulated from year to year by the member without limitation and may be used in the future as needed. Sick leave must be utilized in fifteen (15) minute minimum increments.
3. **Reporting.** Members shall notify their Department Director as designated in writing, as early as possible, but not later than one (1) hour prior to the start of work to report and use sick leave.
4. No member shall be allowed to work who endangers the health and well-being of himself/herself or other employees and, if the member's condition warrants, the member shall be directed to the Township physician for determination of his/her fitness for duty.
5. The Township may require medical documentation to substantiate sick leave from a member whenever a member is absent for 5 or more consecutive work days.
6. After 5 or more consecutive days of sick leave, the Township may require a member to be examined by a Township physician before returning to work.

7. **Sick Leave Incentive.** Within two weeks after December 31st of each calendar year, each member shall have the option of “selling back” to the Township and the Township shall be obligated to compensate the member at the then current rate of pay as of December 31st, a number of unused sick leave days in accordance with the following formula. If in that year and limited to sick leave credited starting as January 1st of that year, there remain the following sick leave days available to the member, then, the member may opt to relinquish to accumulate the unused sick days in exchange for payment equal to the current daily rate of pay.

i. <u>Remaining Sick Leave Days</u>	<u>Eligible Days to Sell Back</u>
ii. 10 days	5 days
iii. 9 days	4 days
iv. 8 days	3 days
v. 7 days	2 days
vi. 6 days	1 day

8. **Retirement.** Upon separation due only to retirement, members shall be paid 33% of a member’s daily wages for all unused sick days, capped at \$15,000.

ARTICLE XII
PERSONAL LEAVE

1. **Personal Leave:** Members shall be entitled to three (3) days for Personal Leaves of Absence in each calendar year. Leave may only be taken in hourly increments. Members must submit a written request to their Department head or designee to use Personal Leave at least 24 hours in advance of the requested leave. Unused Personal Leave may not accumulate from year to year.

ARTICLE XIII
BEREAVEMENT LEAVE

1. Members shall be entitled up to three (3) consecutive days of Bereavement Leave from the work week with pay in the event of a death in the immediate family. Leave shall be taken and calculated on a calendar basis from date of death or date of the funeral, at the option of the member. The immediate family shall be defined as father, mother, spouse, children, grandparents, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepchild, or person residing full-time in the same residence in a legally qualifying relationship (domestic partner or civil union).
2. Members shall be granted one (1) day off without loss of pay to attend the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law, or sister-in-law.

ARTICLE XIV
VACATION LEAVE

1. The following vacation schedule shall remain in effect for the term of this Agreement

a. For current employees as of 12/31/2008:

Length of full-time Service to the Township

Less than one (1) year

One (1) year but less than Five (5) years

Five (5) years but less than ten (10) years

Ten (10) years or more

Vacation Allowed

One (1) day for each completed month of service

Thirteen (13) days

Sixteen (16) days

Twenty-one (21) days plus one (1) additional day for each two (2) years

b. For employees hired on or after 1/1/2009:

Less than one (1) year

One (1) year but less than Five (5) years

Five (5) years but less than ten (10) years

Ten (10) years but less than fifteen (15) years

Fifteen (15) years but less than twenty (20) years

Twenty or more years of service

One (1) day for each completed month of service

Thirteen (13) days

Fourteen (14) days

Fifteen (15) days

Seventeen (17) days

Twenty (20) days

2. The vacation period shall begin on January 1st of each calendar year. Unused vacation leave earned in one calendar year may only be carried to the end of the next succeeding year, at which time such unused leave will be forfeited.

3. Vacation shall be scheduled around work responsibilities. Each member must submit a written request for vacation leave at least 5 days in advance of the requested vacation to their Department head or designee. Department heads shall act reasonably in response to vacation requests but may deny requests if work conditions necessitate the member's presence at work.

4. In the calendar year that a member separates employment with the Township through resignation, termination retirement, or other cause, the member shall be paid for unused vacation accumulated from the prior calendar year plus their prorated leave accumulated in the current calendar year as of the date of separation. The dollar value of any vacation leave taken prior to the date of separation which is in excess of the accumulated and prorated leave, shall be deducted from the employee's final compensation.

5. Members shall not be required to work on any day which is a vacation day.

**ARTICLE XV
HOLIDAYS**

1. The Township will pay members for the following unworked holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

2. If any of the above listed holidays falls on a Saturday, it shall be celebrated on the preceding Friday.
If any of the above listed holidays falls on a Sunday, it shall be celebrated on the following Monday.
3. If a holiday falls during an member's vacation, he/she shall be paid for that day as a holiday and it shall not be charged to his/her vacation time.

**ARTICLE XVI
MILITARY DUTY**

The Township will fulfill its obligations concerning member's military service as required by State and Federal Law.

ARTICLE XVII

JURY DUTY

1. Each regular, full-time, permanent member in full pay status, actively at work performing assigned duties, who loses time from his/her job because of jury duty, certified by the Clerk of the Court, shall be paid the difference between his/her regular daily rate of pay and monies received from the Court, up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:
 - a. When a jury service is completed prior to 12:00 Noon, the member is required to telephone his/her immediate supervisor and report to work if requested.
 - b. The member must notify his/her supervisor within five (5) working days following receipt of a summons for jury service.
2. The provisions of this Article do not apply when a member voluntarily seeks jury duty service.

ARTICLE XVIII

MANAGEMENT RIGHTS

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States of America.
2. The Union recognizes the Township's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of New Jersey, to maintain and operate its departments and agencies efficiently.
3. The Township has and is vested with all the customary and usual rights, power, functions and authority of management.
4. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency are a responsibility of the Township.

ARTICLE XIX
NO STRIKE

1. It is recognized that the need for continued and uninterrupted operation of the employer's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation during the life of the Agreement.
2. The Union agrees that during the term of this Agreement neither the Union, nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in, any strike, slowdown, walk-out or other job action against the Township.
3. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action.

ARTICLE XX
DISCIPLINE

1. There shall be no discipline or discharge without just cause.
2. Prior to the issuance of minor or major discipline, the supervisor of a member may choose to issue verbal and/or written warnings to a member in an effort to correct behavior, to curb inappropriate action, or to motivate appropriate action. Such verbal or written warning, if reduced to writing, should specify the reason for the warning and may be filed in a member's personnel file and will remain in the personnel file for six months. If there is no repetition of the behavior, action, or inaction by a member within six months from the date of issuance of the warning, the written record of the warning shall be removed from a member's personnel file. If there is a repetition, the written record shall remain in the personnel file of the member.
3. The Township shall take no final disciplinary action against any member without:
 - a. written charges and specification
 - b. a hearing, if requested in writing, on said charges
 - c. the member's right to representation
 - d. the member's rights, pursuant to New Jersey Civil Service Commission regulations.
4. No hearing shall be held sooner than five (5) days after the service of written charges and specifications referred to in section 2 (a) above, unless immediate action is warranted pursuant to NJ CIVIL SERVICE COMMISSION regulations.
5. The Union shall be provided with a copy of all disciplinary charges and specifications referred to in section 2 (a) above.

ARTICLE XXI
GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.
2. The parties agree that this procedure will be kept as informal as may be appropriate.
3. The term "grievance" shall mean an allegation that there has been:
 - a. a misinterpretation or misapplication of the terms of the agreement.
 - b. inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the members affecting terms and conditions of employment.
 - c. disciplinary action.
4. The Township agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, appropriate witnesses, and/or the Union grievance committee. The grievance committee shall be made up of the following:
 - d. Union President or designee
 - e. Representative of AFSCME Council 73/Local 3834
5. The following constitutes the sole and exclusive method of resolving Grievances between the parties covered by this Agreement:
 - f. **STEP 1**
 - A. The grievance and/or the Union Steward shall discuss the grievance with the appropriate supervisor within thirty (30) calendar days of the occurrence complained of or within thirty calendar days after he/she would reasonably be expected to know of its occurrence.
 - B. If the grievance is satisfactorily resolved, there is no need to put the grievance in writing.
 - g. **STEP 2**
 - A. In the event the grievance has not been resolved at STEP 1, the Union and on the Union, may file the written grievance with the Township Administrator within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after he/she would reasonably be expected to know of its occurrence.

- B. The Township Administrator or designee shall schedule a meeting to discuss the grievance. This meeting shall take place within ten (10) working days of receipt of the grievance at this Step. The Township will be permitted to bring the Administrator, Township Attorney and appropriate witnesses to the meeting. The Union shall be permitted to bring the Union grievance committee, the grievant and appropriate witnesses.
- C. The parties agree that this Step of the grievance procedure shall not be a hearing but rather an attempt to resolve problems. Where satisfactory resolutions to grievances are mutually agreed to at this Step, written memorandum of understanding shall be prepared and signed by the parties within ten (10) working days of the date of the meeting.
- D. Where no satisfactory resolution of the grievance is reached at the STEP 2 meeting, the Township Administrator or designee shall issue a formal denial of the grievance within five (5) working days of the meeting.

h. STEP 3

- A. In the event the grievance has not been satisfactorily resolved at STEP 2, the Union and only the Union may submit the matter to arbitration on the following conditions:
 - 1. The request for arbitration must be filed in writing with the Public Employment Relations Commission no later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at STEP 2.
 - 2. Nothing in this agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent a member before Office of Administrative Law (OAL). The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
 - 3. Where the grievance arises from facts which could permit the individual grievant to appeal to the NJ Civil Service Commission, this procedure shall be optional. If any appeal is filed with the NJ Civil Service Commission, the processing of the grievance shall cease and the grievance withdrawn and, if necessary, the matter withdrawn from arbitration.

4. No arbitration hearing shall be scheduled until such time as the time limits or appeal to the Civil Service Commission has expired, usually no later than twenty (20) days from the date of action complained of.
5. Once the grievant makes selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
6. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this agreement.
7. The arbitrator shall issue a decision no later than thirty (30) days from the date of the closing of hearings or, if oral hearings have been waived, from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without power or authority to make any decision:
 - a. contrary to, or inconsistent with modifying or varying in any way, the terms of this Agreement or of applicable law or rules and/or regulations having the force and effect of law.
 - b. limiting or interfering with any of the powers, duties and responsibilities of the Township under applicable law and/or rules and regulations having the force and effect of law.
- i. The filing or dependency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the employer to take the action complained of subject, however, to the decision of the arbitrator.
- j. The parties may mutually agree in writing to extend any time limit at any step of the procedure.

ARTICLE XXII
SENIORITY

1. Seniority is defined pursuant to NJ Civil Service Commission regulations.
2. An member shall cease to have seniority rights by:
 - a. voluntarily quitting.
 - b. justifiable discharge.
 - c. absence without approved leave for more than five (5) days, unless the member provides a reasonable excuse acceptable to the member's Department Director and Township Administrator.
3. The Township shall provide the Union with a Seniority List.
4. Seniority shall be applied for the following purpose, in addition to those under the NJ Civil Service Commission Rules and Regulations:
 - a. Priority selection of vacations.

ARTICLE XXIII
LAYOFFS AND TERMINATIONS

1. No member shall be laid off from his/her position for any reason other than is permitted by NJ Civil Service Commission regulations.
2. In the event a reduction in force is necessary in any area or department, the Township will follow NJ Civil Service Commission regulations in placing affected members in available openings in the same area or department or another area or department.
3. At the time of layoff, members shall be paid all vacation and personal leave earned and not taken.
4. In the reduction or restoration of the working force, the rule to be followed shall be in accordance with NJ Civil Service Commission Rules and Regulations.

ARTICLE XXIV
UNION SECURITY

1. Pursuant to law, the Township agrees that every member shall have the right to freely join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations.
2. As a duly elected body exercising governmental power under the laws of this State, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any member in the enjoyment of any rights conferred by any laws of the State of New Jersey and the United States of America.
3. It is agreed that at the time of hiring, the Township will deliver to each new member a copy of this Agreement and a packet of materials to be supplied by the Union.
4. Representatives of AFSCME Council 73, who are not members of the Township, shall be admitted on the premises of the Employer to conduct union business. Requests for such visits shall be by mutual consent with the Township and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Duly authorized representatives shall have the right to consult with members before the work day starts, during lunch or breaks, or after the work day. The Township shall designate appropriate facilities for such meetings.
5. Duly authorized Union Officials shall be granted a reasonable amount of time during the workweek, without loss of pay, to conduct union business if an emergency situation arises concerning Union business. He/She shall request permission from his/her immediate supervisor to leave his/her post before any action is taken and such permission shall not be unreasonably withheld.
6. Members of this local shall be permitted to take up to ten days off with pay to attend AFSCME training, conferences and conventions. Such time off shall not be granted unless a written request is made to the member's Department Director no later than five (5) days prior to the scheduled training seminar or conference. All expenses for attendance at such conferences or training shall be borne by the member.

ARTICLE XXV
DUES DEDUCTION

1. The Township agrees to deduct, exclusively for the Union, from the wages of an member covered by the Agreement, pursuant to the existing statute, as amended, provided at the time of such deduction there is in the possession of the Township a current written assignment, individually and voluntarily executed by the Member. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Township.
2. The Township will deduct the current dues from the pay of the member(s) on a bi-weekly basis, provided that, if an member has no pay for such pay period or if such pay period is the first pay of the new member, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of the member(s) in any one-month only dues incurred while an individual has been in the employ of the Township and only such amounts becoming due and payable in such month.
3. In the event that refund is due any member for any sums deducted from wages and paid to the Union, it shall be the responsibility of such member to obtain the appropriate refund from the Union.
4. The Township will forward all dues deductions monies collected on a monthly basis to AFSCME Council 73. A list of the names and addresses from which dues have been deducted will be forwarded monthly. A copy of this list shall be sent to the AFSCME Council 73 and the Union President.
5. The Township will implement a fair share representation fee equal to eighty-five (85%) percent of the Union dues which shall be withheld in accordance with the law.
6. The Union shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair representation fees.

ARTICLE XXVI
BULLETIN BOARD SPACE

1. The Township shall provide a bulletin board for use by the Union to enable members of the bargaining unit to see notices posted thereon when reporting or leaving their workstations or during their rest periods. All notices shall be initialed by the Union President and shall relate to Union affairs.
2. No political campaign literature or defamatory material shall be posted.

ARTICLE XXVII
MAINTENANCE OF BENEFITS

1. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions that are beneficial to all members.

ARTICLE XXVIII
FULLY BARGAINED PROVISIONS

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues that were the subject of negotiations.
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only and executed by both parties.

ARTICLE XXIX
SAVINGS CLAUSE

1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXX
PERSONNEL FILE

1. There shall be one personnel file for each member.
2. The member shall have the right to examine the file on written request to the Department Director or their designee.
3. The member may examine the file during normal business hours, provided that the number of members who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any member be refused for longer than one working day. The member may have a Union representative present at such examination.
4. The member shall be entitled to a copy of the file in the event of formal disciplinary charges .
5. No formal disciplinary action notice or other document which might be in a disciplinary hearing may be placed in the file unless the member was provided with a copy prior to being placed in the file.
6. The member shall have the right to place in the file a written rebuttal to any document in the file.

ARTICLE XXXI
HEALTH AND SAFETY

1. Any issues that the Union deems to be health and safety problems will be communicated to the appropriate Department Director and the Township Administrator.
2. The Administrator will at the Union's request meet with representatives of the Union within five (5) business days to discuss the problems and hear any recommendations which the Union may have to resolve the problems.
3. The Township will make a reasonable effort to resolve health and safety issues raised by the Union.
4. The Township will notify the Union President of any proposed measurement of member exposure to any potentially dangerous condition and/or toxic substances to which members are exposed together with relevant data sheets if any.
5. The Union initiates a grievance under this Article at STEP 2 of the Grievance Procedure.
6. No members shall be required to operate equipment, drive or be driven in a vehicle, which is unsafe. Members shall notify their Director or their designee of any signs of unsafe vehicle conditions so the condition can be investigated and corrected, if warranted.
7. Members engaged in sanding operations shall notify and meet other on-duty personnel to stand by and assist them when the member needs to inspect and/or clear the sanding apparatus.

ARTICLE XXXII
POSTING

1. All announced hiring opportunities for positions covered by this Agreement shall be posted on bulletin boards for a period of seven (7) working days. The posting shall include:
 - a. The NJ Civil Service Commission description of the job;
 - b. Location of the job;
 - c. Salary range of the job;
2. A copy of the posting will be given to the Union President.
3. During the seven (7) day posting period, the Township may fill the vacancy on an interim basis in order to avoid undue interruption of Township operations.
4. Prior to filling of a vacancy pursuant to NJ Civil Service Commission requirements, the Township will fill the vacancy in accordance with this procedure in order that existing members may have an opportunity to make known any desire to apply for the position.
5. A vacancy shall be deemed to occur when:
 - a. an existing position is vacated as a result of a termination, promotion or transfer which the Township intends to fill.
 - b. a new position is created in the bargaining unit which the Township intend to fill.
6. Whenever possible, the Township will post vacancies as soon as it has formal notice that a vacancy will occur.

ARTICLE XXXIII
NEW POSITIONS

1. In the event the Township creates a new title, the Union shall be notified of it's establishment, in advance, where practicable, but in any case no later than the date of filing the position.
2. The Township shall have the right to fill any new positions.
3. The Township agrees to negotiate terms and conditions of employment for those positions it agrees are within this Union.
4. Such negotiations shall take place within five (5) business days of the Union's request.
5. The terms and conditions of the position shall be the subject to the terms of this Agreement.

ARTICLE XXXIV
NON-DISCRIMINATION PROVISION

1. No employee or member of the public will be discriminated against by either party because of race, creed, color, religion, sex, national origin, handicap, Union affiliation and activity, marital status or age.

ARTICLE XXXV
DURATION

1. This agreement shall be effective, retroactive to January 1, 2009 and through December 31, 2012.
2. By this Agreement, this contract and all its provisions shall be extended and remain in full force and effect during any period of negotiations for a successor contract which shall continue beyond the expiration date of this Agreement.
3. Either party to this Agreement may serve notice of an intention to modify or change this Agreement no sooner than one hundred twenty (120) days prior to the expiration of the contract.

SIGNATORY PAGE

FOR THE TOWNSHIP OF NORTH BRUNSWICK:

F. W. L.
Francis Mac Womack III, Mayor

12-6-10
Date

FOR AFSCME COUNCIL 73 LOCAL 3834:

Paul P. Lepore - Pres. 3834

12-6-10
Date

Treasurer 3834

Harvey J. Rossmann

12-6-10
Date

Secretary 3834

Frank DePue

12/6/10
Date