

AGREEMENT

Between

THE TOWNSHIP OF NORTH BRUNSWICK

and

RWDSU LOCAL 108, UFCW, RWDSU, AFL-CIO, CLC

Blue Collar Division

January 1, 2010 through December 31, 2012

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PREAMBLE

THIS AGREEMENT made this ____ day of February, 2011 by and between the Township of North Brunswick, a municipal government in the County of Middlesex (hereinafter "Employer" or "Township") and Local 108 – Blue Collar Division, UFCW, RWDSU, AFL-CIO, CLC, with its principal place of business at 1576 Springfield Avenue, Maplewood, NJ 07040 (hereinafter "Union");

WHEREAS, the Township and the Union have heretofore entered into negotiations as to various matters concerning the conditions and terms of employment; and

WHEREAS, the Township and the Union now desire to reduce the agreements arrived at by said negotiations to a written agreement;

NOW, THEREFORE, the parties hereto, namely the Township and the Union, do agree as follows:

ARTICLE I

RECOGNITION AND NON-DISCRIMINATION

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 the job titles set forth in Schedule A, attached hereto.

ARTICLE II
HOURS OF WORK AND OVERTIME

1. The normal work week shall be defined as follows:
 - a. For all workers, Monday through Friday, inclusive, shall be forty (40) hours per week, consisting of eight (8) hours per day, 8:00 A.M. to 4:30 P.M.
2. Overtime, shall be paid as follows:
 - a. Time and one-half (1 ½) for all work performed after eight (8) hours per day on Monday through Friday.
 - b. Time and one-half (1 ½) for all work performed on Saturday in excess of the normally scheduled work week as defined in paragraph 1 above up to and including twelve (12) hours of work and at the rate of double time (2.0) after twelve (12) hours of work.
 - c. Double time (2.0) for all work performed on Sundays in excess to the normally scheduled work week as defined in paragraph 1 above.
 - d. Double time (2.0) shall be paid for work performed on any holiday in addition to holiday pay.
 - e. Anyone on vacation or holiday time shall be considered on time worked.
Overtime shall be distributed equally among the employees in each department who choose to work and are available for overtime. In the Public Works Department, overtime shall be equalized in accordance with the provisions of Schedule B. A list of employees and their hours of overtime shall be maintained for each department and posted on bulletin boards. Employees who choose not to work their turn on the overtime list shall be charged as having worked the overtime in determining the equal distribution of overtime. The Union will assist the Township in making available sufficient employees for overtime work.
 - f. An employee shall be eligible for overtime after serving a ninety (90) day probationary period from date of hire.
3. In the event an employee reports for this regularly scheduled work shift without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours pay at his regular rate of pay.

4. In the event an employee is called back to work after conclusion of his normal work shift, the employee 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 to any planned overtime where the employee is given notice of the overtime prior to the end of the regular shift.
5. All employees in the bargaining unit shall have a one-half (1/2) hour unpaid lunch break. Lunch shall commence at 12:00 noon except at Parks and Recreation.
6. At Parks and Recreation, lunches shall commence at 11:30 A.M.
7. Each employee in the bargaining unit shall be entitled to one fifteen (15) minute break in the first four (4) hours of the shift, commencing normally at 10:00 A.M., and one fifteen (15) minute break in the second four (4) hours of the shift, normally commencing at 2:00 P.M. The scheduling of breaks may be altered by the supervisors as the needs of the work require. In the event of an emergency necessitating that the employees work through their normal break times, no additional compensation shall be required. The practice of requiring employees to work during their breaks in an emergency shall not be abused by the employer.
8. In the event an employee is required to work beyond the normal shift, if the employee works up to twenty-five (25) straight hours, he shall be compensated at time and one-half (1 ½) rates for the first four (4) overtime hours and then at double time (2.0) rates for the next thirteen (13) hours. However, if an employee works in excess of twenty-five (25) continuous hours, then the employee shall be compensated at time and one-half (1 ½) rates for the first eight (8) overtime hours and then at double time (2.0) rates for all hours thereafter.
9. During all overtime hours of work, the employee shall be entitled to one fifteen (15) minute break for each four (4) hour segment of work. The scheduling of the break shall be in the discretion of the supervisor who shall make every effort to schedule the break at the conclusion of the first two (2) hours of work. The supervisor shall determine whether the work shall continue for four (4) or more full hours.

ARTICLE III
OVERTIME MEALS

1. The Township will provide meals for employees working emergency overtime, if such work continues past 12:00 midnight and/or past 6:00 A.M. and/or past 6:00 P.M. The Township may, in lieu of providing meals, provide a meal allowance of Six Dollars and Fifty cents (\$6.50) per meal.

ARTICLE IV
WORK ASSIGNMENTS

1. Whenever possible, employees shall be assigned work within their job classification.
2. In no event shall an employee be assigned to work in a higher classification when an employee in the higher classification is available to do the work.
3. When an employee is assigned the work of a higher classification, he shall be paid at the highest rate of pay for such time. For example, a laborer required to drive a truck shall be paid the truck driver's rate for such work.
4. Temporary assignments to higher rated work shall be made on the basis of seniority provided that the senior employee available is capable of performing the work.

ARTICLE V
WAGES AND OTHER COMPENSATION

1. Wages: For all current employees 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>Year</u>	<u>Cost of Living Increase</u>
1/1/2010	1.5%
1/1/2011	1.5%
1/1/2012	1.75%

- a. The percentage increases shown above shall be added to the most recent salary for each job title in the bargaining unit shall be as listed in Schedule A for all employees employed as of 12/31/2009 and any employees returning to work for the Township from the existing special reemployment list for any title in Schedule A.
- b. For new employees, not hired from the existing special reemployment list and who are hired after 1/1/2003, the Township shall have the prerogative to establish the starting salary for each new employee within the authorized salary range for the position. Their salary increase shall be the percentages shown above added to their salary as of 12/31/2009.
2. The Township will initiate performance reviews of union personnel, which will be conducted semi-annually. The performance assessment of an employee in use for other employees of the Township shall be used. The performance assessment of an employee will be used to evaluate the need for corrective action on the part of the employee and/or to assess the employee's suitability for recognition, based on superior performance. For new employees as of January 1, 2003 and later, employees who demonstrate exceptional performance on an annual basis (January 1 to December 31) will be eligible to receive an additional salary increase not to exceed 2% per annum, the amount of which will be determined by the Township administration. The Department Director, the employee's supervisor, and the employee shall meet in December of each year to discuss and plan the employee'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. Annual Goals shall include:

- a. evaluation of completing his/her assigned tasks.
 - b. personal conduct, including the member's general demeanor, integrity, appearance,
 - c. teamwork, including the employee's responsiveness, communication, and support for superiors and co-workers, and commitment to the Township and its residents.
 - d. the member's initiative in recommending improvements to operations.
3. Employees shall be in uniform while on duty. Consistent failure of an employee to be in the approved uniform shall render an employee ineligible to receive their uniform allowance.
- a. The uniform allowance shall be to cover the cost of uniform replacements and maintenance.
 - b. The Uniform Allowance shall be \$875.00 for 2010. Commencing with 2011, the uniform allowance shall be \$900.00 and shall be payable in January, 2012, upon employee compliance with the mandate to wear the designated uniform throughout the preceding year of 2011. The Uniform Allowance for 2012 shall be \$925.00, payable in January of 2013, again upon compliance with the mandate to wear the designated uniform throughout the preceding year of 2012.
 - c. The standard uniform shall consist of:
 - i. Short sleeve shirts with approved departmental logo for warm weather use
 - ii. Long sleeve shirts with approved departmental logo for cold weather
 - iii. Blue denim jeans or khaki pants
 - iv. Sweatshirt in approved color and logo approved by the Department
 - v. Cold weather coat
 - vi. Work boots with toe protection
 - vii. Rain/snow boots, raincoats, and work gloves will continue to be provided by the Township at Township expense

4. Response Pay during emergencies – For 2010, employees shall receive standby pay in the amount of \$66.66 as a non-recurring payment for responding to overtime calls. Effective January 1, 2011, for consistent response during emergencies, employees shall receive special compensation when their consistent response to “all department” calls for overtime during emergencies. To be eligible, an employee must respond to work whenever all department staff are notified to report to work in response to major snow storms, other serious weather events, or other emergencies requiring all available personnel. Employees are exempt from the mandate to respond to emergencies, for purposes of this provision, when they are on vacation or sick leave on the work day on or immediately preceding the day that employees are notified to respond. Eligible employees shall receive the sum of three hundred dollars (\$300.00) within thirty days after 12/31/2011 and thereafter each year as a non-recurring payment in lieu of any compensation for having responded to departmental overtime requests. If an employee fails to respond to one or more “all-departmental” emergency overtime events in the course of the year, they shall only be eligible for the proportion amount of the Response pay equal to the number of calls they did respond as a ratio of all department calls for the calendar year.

ARTICLE VI
HOSPITALIZATION AND WELFARE BENEFITS

1. The Township will provide current employees a major medical/hospitalization plan, prescription plan, and dental plan substantially similar to the plans in effect on 12/31/09.
 - a. Commencing May 22, 2010 as provided by State statute, each employee shall pay 1.5% of their pensionable salary toward the cost of their medical coverage. If an employee waives their coverage, there shall be no deduction for this purpose toward this cost. Employees who are absent from work on unpaid leave will be obligated to pay 1.5% of their annual salary on a monthly basis in advance or, if they have accumulated vacation leave sufficient to offset this cost, request in writing to have the pay amount deducted from their accumulated vacation leave.
2. In the event a member of the bargaining unit is killed in the line of duty, full health, prescription, and dental benefits under this section shall be provided to the employee's then current spouse and dependents until the employee's spouse remarries or becomes eligible for Medicare and for the employee's dependents upon they reach the age of 21.
3. It is understood that the Township will pay the premium increases in the years 2010 – 2012 for the Dental Program provided said increases do not exceed Fifty Dollars (\$50.00) per year.

ARTICLE VII
LONGEVITY

1. In addition to wages, employees, hired on or before December 31, 2009, shall receive a longevity bonus in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage Longevity</u>
Five (5) Years	2 percent
Ten (10) Years	3 percent
Fifteen (15) Years	4 percent
Twenty (20) Years	5 percent
Twenty-five (25) Years	6 percent

2. In addition to wages, employees, hired on or after January 1, 2010, shall receive longevity in accordance with the following schedule:

<u>Years of service completed</u>	<u>Longevity Pay</u>
Five (5) Years	\$ 250.00
Ten (10) Years	\$ 500.00
Fifteen (15) Years	\$ 800.00
Twenty (20) Years	\$ 1,000.00
Twenty five (25) years & thereafter	\$ 1,200.00

ARTICLE VIII
DISABILITY COMPENSATION

1. The Township agrees to continue the salary of employees 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 IX
SICK AND PERSONAL LEAVE

1. Annual Sick Leave Allowance. The Township shall provide paid sick leave on the basis of one (1) day's leave for each month of employment during the first calendar year of employment. Thereafter, on January 1st of each calendar year the employee shall be credited with fifteen (15) days sick leave unless, by reason of the existing sick leave program the individual employee is placed in some other status in which case the employee shall be credited with sick leave in accordance with said program. Unused sick leave may be accumulated from year to year by the employee without limitation and may be used in the future as needed. Sick leave may be utilized in quarter hour increments.
 - a. Unused sick leave may be accumulated from year to year by the employee without limitation and may be used in the future as needed for sick leave purposes.
 - b. No employee shall be allowed to work who endangers the health and well-being of himself/herself or other employees and, if the employee's condition warrants, the employee shall be directed to the Township physician for determination of his/her fitness for duty.
 - c. The Township may require medical documentation to substantiate sick leave from an employee whenever a member is absent for 5 or more consecutive work days or when an employee is absent from work for the equivalent of 5 sick days in a three (3) month period.

- d. After 5 or more consecutive days of sick leave, the Township may require a employee to be examined by a Township physician before returning to work.
- e. **Retirement.** Upon separation due only to retirement, employees shall be paid \$30.00 per day of an employee's daily wages for all unused sick days, capped at \$15,000.
- f. **Sick Leave Incentive.** Within two weeks of December 31st of each calendar year, each employee shall have the option of "selling back" to the Township and the Township shall be obligated to compensate the employee at the then current rate of pay a number of unused sick leave days in accordance with the following formula. If in that year and limited to the new sick leave credited at the start of January 1st of that year, there remain the following sick leave days available to the employee, then, the employee may opt to relinquish to accumulate the unused sick days in exchange for payment equal to the current daily rate of pay.

<u>Remaining Sick Leave Days</u>	<u>Eligible Days to Sell Back</u>
10 days	5 days
9 days	4 days
8 days	3 days
7 days	2 days
6 days	1 day
Less than 6 days	none

- 2. **Personal Leave Days.** Employees shall be entitled to three (3) days for Personal Leaves in each calendar year, or prorated share thereof actually worked and for new employees hired during the year. Unused personal days shall expire at the end of each year, except employees with accumulated personal leave days greater than their annual allotment as of 12/31/09, shall be entitled to use those personal leave days between now and December 31, 2016, on which date any of those unused personal days will expire.

ARTICLE X
DEATH IN FAMILY

1. Members shall be entitled up to (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 the date of death or date of 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, daughter-in-law, son-in-law, stepchild, or person residing full-time in the same residence in a legally qualifying relationship (domestic partner or civil union).
2. Employees 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 XI
VACATIONS**

1. For employees hired on or before December 31, 2009, the following vacation schedule shall remain in effect for the term of this Agreement:

<u>Length of Service</u>	<u>Vacation Allowed</u>
Less than One (1) year:	One (1) day of vacation for each completed month of service up to twelve (12) days.
One (1) year but less than (5) years:	Thirteen (13) days.
Five (5) years but less than (10) years:	Sixteen (16) days.
The tenth (10th) year and thereafter:	Twenty-one (21) days plus one (1) additional day for each two (2) years of service after ten (10) years.

2. For employees hired on or after January 1, 2010, a new vacation schedule shall be in effect as follows:

<u>Length of Service</u>	<u>Vacation Allowed</u>
Initial month of employment	1 working day if they begin work on the 1 st through 8 th day of the month, ½ day if they begin work on the 9 th through 23 rd day of the month.
Less than One (1) year	After the initial month and through the end of the first calendar year, one (1) vacation day for each completed month of service.
One (1) calendar year but less than (10)calendar years	Twelve (12) Days
After (10) calendar years but less than (20) calendar years	Fifteen (15) Days
After twenty (20) calendar years of continuous service	Twenty (20) Days

3. If a member's employment is terminated for any reason mid-year, he or she will be entitled to a pro-rata portion of their vacation days for that year
4. Accumulation of vacation days shall be pursuant to Civil Service Regulations.
5. For all covered titles in the union, vacation requests must be submitted in writing at least three (3) calendar days in advance of the requested vacation day.
6. The vacation period shall begin on January 1 of each calendar year.
7. Employees shall not be required to work on any day which is a vacation day.

**ARTICLE XII
HOLIDAYS**

1. The Township will pay employees 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 holiday falls on a Sunday, it shall be celebrated on the following Monday.
3. If a holiday falls during an employee's vacation, he shall be paid for that day as a holiday and it shall not be charged to his vacation time.

**ARTICLE XIII
MILITARY DUTY**

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

ARTICLE XIV
JURY DUTY

1. Each regular, full-time, permanent Employee in full pay status, actively at work performing assigned duties, who loses time from his job because of jury duty, certified by the Clerk of the Court, shall be paid the difference between his 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 Employee is required to telephone his immediate supervisor and report to work if requested.
 - b. The Employee must notify his supervisor within five (5) working days following receipt of a summons for jury service.
2. The provisions of this Article do not apply when an Employee voluntarily seeks jury duty service.

ARTICLE XV
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.
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 is a responsibility of the Township.

ARTICLE XVI
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 XVII
DISCIPLINE

1. There shall be no discipline or discharge without just cause.
2. The Township shall take no final disciplinary action against any employee without:
 - a. written charges and specification,
 - b. a hearing on said charges,
 - c. the employee's right to representation,
 - d. the employee's rights provided under Civil Service statute.
3. No hearing shall be held sooner than five (5) days after the service of the written charges and specifications referred to in section 2 (a) above.
4. The Union shall be provided with a copy of all disciplinary charges and specifications referred to in section 2 (a) above.

ARTICLE XVIII
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 employees 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 the Union grievance committee. The grievance committee shall be made up of the following:
 - a. Union Steward, or designee.
 - b. Chief Steward, or designee.
 - c. Unit Vice President or designee.
 - d. Representative of Local 08, RWDSU, AFL-CIO.
5. **Steps of the Grievance Procedure** - The following constitutes the sole and exclusive method of resolving Grievances between the parties covered by this Agreement:
 - a. **Step 1** - 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 (30) calendar days after he/she would reasonable be expected to know of its occurrence. If the grievance is satisfactorily resolved, there is no need to put the grievance in writing.
 - b. **Step 2** - In the event the grievance has not been resolved at Step 1, the Union and only the Union may file the written grievance on the approved form 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.

- i. In the event the parties mutually agree to do so, the Township Administrator, or designee shall schedule a meeting to discuss the grievance. This meeting shall take place within Ten (10) working days from 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, and the grievant and appropriate witnesses.
 - ii. 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 memoranda of understanding shall be prepared and signed by the parties within ten (10) working days of the date of the meeting.
 - iii. Where no satisfactory resolution the grievance is resolved 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.
- c. **Step 3** - 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:
- i. The request for arbitration must be filed in writing with the Public Employment Relations Commission not later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at Step 2.
 - ii. Nothing in this agreement shall be construed as compelling the union to submit a grievance to arbitration or to represent an employee before Civil Service. 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.
 - iii. Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Civil Service, this procedure shall

be optional. If any appeal is filed with the Department of Civil Service the processing of the grievance shall cease and the grievance withdrawn and, if necessary the matter withdrawn from arbitration.

- iv. Within 20 working days of the filing of the request for arbitration, the parties shall meet to discuss the grievance.
 - v. No arbitration hearing shall be scheduled until such time as the time limits or appeal to the Department of Civil Service have expired, usually not later than twenty (20) days from the date of the action complained of.
 - vi. Once the grievant makes the 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.
 - vii. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this agreement.
 - viii. The arbitrator shall issue a decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then, 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:
 1. Contrary to, or inconsistent with modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force a effect of law.
 2. Limiting or interfering with any of the powers, duties, and responsibilities of the Township under applicable law, and rules and regulations having the force and effect of law.
6. 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.

7. The parties may mutually agree in writing to extend any time limit at any step of the procedure.
8. Advisory Arbitration of grievances may be sought by the Union when bringing arbitration of grievances except for grievances defined in Paragraph 3b. above.

ARTICLE XIX
SENIORITY

1. Seniority is defined as the length of an employee's continuous service with the Township.
2. An Employee shall cease to have seniority rights by:
 - a. Voluntary quitting.
 - b. Justifiable discharge.
 - c. Absence beyond an approved period of leave for more than ten (10) days, unless the employee provides a reasonable excuse acceptable to the North Brunswick Township Committee.
 - d. The Township shall supply the union with an up-to-date Seniority List.
3. Seniority shall be applied for the following purpose, in addition to those under Civil Service Law, Rules and Regulations:
 - a. Priority selection of vacations.
 - b. Rotation of overtime work.

ARTICLE XX
LAYOFF AND TERMINATIONS

1. No employee shall be laid off or his work terminated for reason other than just cause.
2. In the event reduction in force is necessary in any one area or department, the Township will endeavor to place affected employees in available opening in the same area or department or another area or department.
3. At the time of layoff, employees shall receive all vacation time due and not taken.
4. In the reduction or restoration of the working force, the rule to be followed shall be length of service with the Township and in accordance to Civil Service Rules and Regulations.

ARTICLE XXI
UNION SECURITY

1. Pursuant to law, the Township agrees that every employee 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 employee in the enjoyment of any rights conferred by any laws of New Jersey and the United States.
3. It is agreed that at the time of hiring, the Township will deliver to each new employee a copy of this Agreement and a packet of materials to be supplied by the Union.

ARTICLE XXII
DUES DEDUCTION

1. The Township agrees to deduct dues exclusively for the Union from the wages of an Employee 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 Employee. 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 Employee(s) on a bi-weekly basis, provided that, if an Employee has no pay for such pay period, or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of the Employee(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 a refund is due any Employee for any sums deduct from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.
4. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Union or as designated by the Business Agent for the Union. A list of the names and addresses from whom dues have been deducted will be forwarded monthly. A copy of this list shall be sent to the Chief Steward.
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 XXIII
BULLETIN BOARD SPACE

1. The Township shall provide a bulletin board for use by the Union to enable employees 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 Chief Steward and shall relate to Union affairs.
2. No political campaign literature or defamatory material shall be posted.

ARTICLE XXIV
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 which are of benefit to all employees.

ARTICLE XXV
FULLY BARGAINED PROVISIONS

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which 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 XXVI
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 XXVII
PERSONNEL FILE

1. There shall be one personnel file for each employee.
2. The employee shall have the right to examine the file on written request to the Department Head.
3. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations and in nonevent shall any employee be refused for longer than one working day. The employee may have a Union Representative present at such examination.
4. The employee shall be entitled to a copy of the file in the event of formal disciplinary charges and shall be entitled to a reasonable amount of copies in other events.
5. No formal disciplinary action or other document which might be in a disciplinary hearing may be placed in the file unless the employee was provided with a copy which was initialed by the employee in the presence of a union official prior to being placed in the file.
6. The employee shall have the right to place a written rebuttal in the file to any document in the file.

ARTICLE XXVIII
UNION LEAVE

1. The employee covered by this Agreement shall be granted ten (10) days per annum aggregate time off with pay to attend to Union business. Additionally, they shall be granted five (5) days per annum aggregate without pay to attend to Union business.

ARTICLE XXIX
HEALTH AND SAFETY

1. Any issues that the Union deems to be health and safety problems will be communicated to 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 Chief Steward of the Union of any proposed measurement of worker exposure to any potentially dangerous condition and/or toxic substances to which workers are exposed together with relevant data sheets if any.
5. The Union may initiate a grievance under this Article at Step Two of the Grievance Procedure.
6. No employee shall be required to operate equipment, drive or be driven in a vehicle which is unsafe.
7. In winter, employees, using a mason dump truck or larger vehicle while on the road and engaged in salting or sanding of Township roads, must establish radio contact with a public works supervisor or co-worker in the field to have an employee present at their location, before exiting the cab and upon reentry of the cab, in order to inspect and/or clearing sanding or sodium chloride equipment.

ARTICLE XXX
POSTING

1. All vacancies in any bargaining unit position shall be posted on bulletin boards for a period of seven (7) working days. The posting shall include:
 - a. The Civil Service description of the job.
 - b. Location of the job;
 - c. Salary range of the job;
 - d. A copy of the posting will be given to the Chief Steward.
2. 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.
3. Prior to permanent filing of a vacancy, pursuant to Civil Service requirements, the Township will fill the vacancy in accordance with this procedure in order that existing employees may have an opportunity to make known any desire to apply for the position.
4. A vacancy shall be deemed to occur when:
 - a. an existing position is vacated as a result of a termination, promotion or transfer,
 - b. a new position is created in the bargaining unit.
5. Whenever possible, the Township will post vacancies as soon as it has formal notice that a vacancy will occur.

ARTICLE XXXI
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 the filling 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 the bargaining unit.
4. Such negotiations shall take place within five (5) business days of the Union's request.
5. The terms and conditions of the position and retroactivity shall be the subject of negotiations between the parties.

ARTICLE XXXII
NON-DISCRIMINATION PROVISION

1. No employee will be discriminated against by either party because of race, creed, color, religion, sex, national origin, handicap, disabled veteran or veteran of Vietnam era, union affiliation and activity, political affiliation and activity, marital status or age.

ARTICLE XXXIII
DURATION

1. This agreement shall be effective, to January 1, 2010 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 on e hundred twenty (120) days prior to the expiration of the contract.

SCHEDULE A

Title	1/1/2010		1/1/2011		1/1/2012	
Building Maintenance Worker	\$22.38	\$46,552	\$22.72	\$47,250	\$23.11	\$48,077
Equipment Operator	\$25.33	\$52,696	\$25.71	\$53,486	\$26.16	\$54,422
Laborer - Roads	\$24.03	\$49,972	\$24.39	\$50,722	\$24.81	\$51,609
Laborer - Sanitation	\$24.44	\$50,836	\$24.81	\$51,599	\$25.24	\$52,502
Mechanic	\$25.97	\$54,010	\$26.36	\$54,820	\$26.82	\$55,780
Mechanic's Helper	\$18.06	\$37,556	\$18.33	\$38,119	\$18.65	\$38,786
Parks & Recreation Maintenance Worker	\$24.03	\$49,973	\$24.39	\$50,722	\$24.81	\$51,610
Radio Dispatcher	\$24.62	\$51,217	\$24.99	\$51,985	\$25.43	\$52,895
Senior Mechanic	\$27.46	\$57,108	\$27.87	\$57,965	\$28.36	\$58,979
Senior Parks & Recreation Maintenance Worker	\$25.14	\$52,284	\$25.51	\$53,068	\$25.96	\$53,996
Truck Driver	\$24.93	\$51,852	\$25.30	\$52,630	\$25.75	\$53,551

SCHEDULE B

1. The following provisions apply only for the workers in the Public Works Department:

a. Overtime shall be equalized, on a calendar year basis, to the extent possible in accordance with the following provisions:

i. On January 1st of each year, each employee in the department shall start the year with no overtime hours to his/her credit. A seniority list shall be developed and the overtime assignments shall be awarded beginning with the most senior employee and in descending order of seniority thereafter.

ii. After everyone in the department has had three opportunities to work overtime the employees with the least hours accumulated shall thereafter be given first opportunity to work overtime, provided he/she is qualified to perform the duties.

iii. The only hours to be counted for overtime equalization purposes shall be as follows:

1. Actual hours worked

2. Actual refusal to work overtime after a representative of the Township has made verbal contact with the employee. If an employee leaves work in good health and is later contacted and refuses to work because of claimed illness or work injury, he/she shall be required to substantiate such illness or injury with a doctor's note. Failure to substantiate will result in the employee being charged with refusing overtime.

b. The following are examples of what will not be cause for charging an employee as refusing overtime.

i. Unavailability because of death in family, vacation, personal day, sick time during regular work hours, and approved occupational injury.

ii. Township's inability to contact employee.

c. The Union shall maintain the overtime list and will move employees to the top of the list, as needed, to equalize overtime assignments.

- d. Nothing contained herein shall prevent the Township from assigning overtime work to an employee not at the top of the overtime list in the following situations:
 - i. Road and Sanitation workers who are on an assigned job during regular work hours and that assignment shall continue for up to one hour beyond the normal work days.
 - ii. Emergency situations.
- e. New employees will not be kept on the overtime list for the first three months of their employment. At the end of their 3 months, they shall be credited with the same number of hours as that employee in the same title who has the most overtime hours on the books.

SCHEDULE C

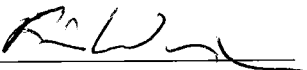
1. There shall be joint Union Management meetings held quarterly. The Union shall notify the Township, in writing, of items to be placed on the agenda. Agenda items may include, but shall not be limited to, pending grievances.

2. These meetings shall be scheduled minimally as one half-day meeting, during regular working hours.

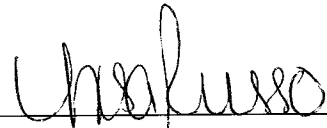
SIGNATORY PAGE

IN WITNESS WHEREOF the parties have hereunto placed their signature this _____ day of February, 2011.

FOR THE TOWNSHIP OF NORTH BRUNSWICK

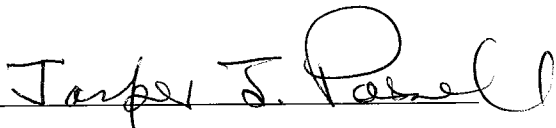


Francis "Mac" Womack III, Mayor

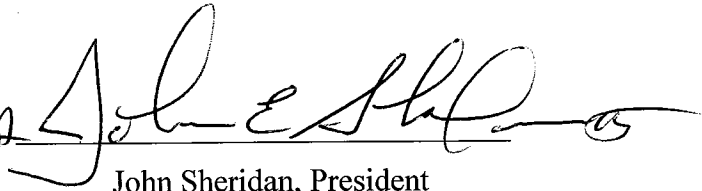


Lisa Russo, Municipal Clerk

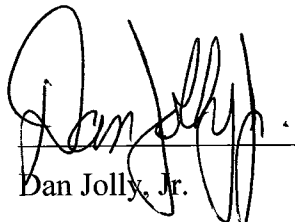
FOR RWDSU Local 108:



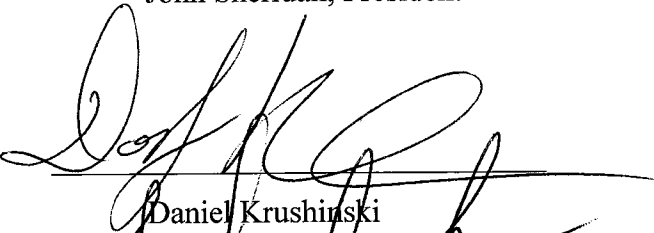
Jasper Parnell, Business Agent



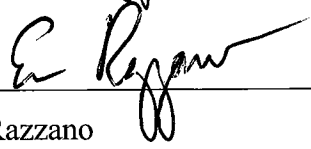
John Sheridan, President



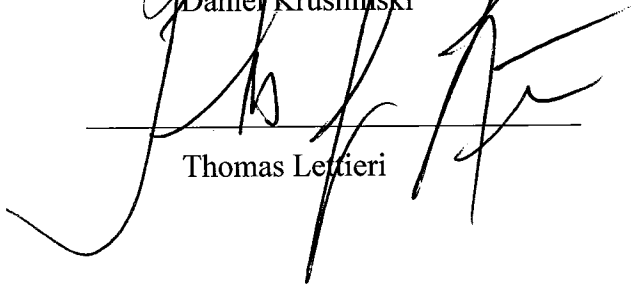
Dan Jolly, Jr.



Daniel Krushinski



Eric Razzano



Thomas Lettieri