

**AGREEMENT**

**between**

**THE TOWNSHIP OF NORTH BRUNSWICK**

**and**

**LOCAL 108 (Clerical Division) - UFCW, RWDSU, AFL-CIO, CLC**

**January 1, 2010– December 31, 2012**

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 (Clerical 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:

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**ARTICLE I**  
**RECOGNITION AND NON-DISCRIMINATION**

1. The Township of North Brunswick recognizes the Union as the majority representative of the Township's employees, whose titles are set forth in Schedule A, excluding all other employees.
2. No employee will be discriminated against by either party because of race, creed, color, religion, sex, union affiliation, political affiliation and activity, union activity, marital status or age.

## ARTICLE II

### HOURS OF WORK AND OVERTIME

1. Overtime shall be paid for all hours worked in excess of the normal workday or week. The "normal workday" may vary by management prerogative depending upon job location, job title, and need, but will not exceed 40 cumulative hours per week.
2. The lunch hour shall be considered a paid one (1.0) hour lunch period.
3. Overtime work shall be compensated at one and one-half times the employee's base hourly rate unless the employee requests and the department head approves compensatory time off at time and one-half rates.
4. Where an employee is recalled to work a Saturday, work shall be compensated at one and one-half times the base hourly rate.
5. Where an employee is recalled to work on a Sunday or holiday such work shall be compensated at double (2.0) time rates. Where a holiday falls on a day a dispatcher is not scheduled to work, the dispatcher will be paid for an extra day that week.
6. In the event an employee reports for the regularly scheduled work shift without having been notified that there is no work, the employee shall be paid a regular days pay.
7. In the event the employee, including any omnibus operator, is recalled to work after the conclusion of the normal work day the employee will be entitled to a minimum of four (4) hours pay at time and one-half rates. This provision shall not apply to a directive to report early for a normal workday nor the required four (4) evenings per year by the telephone operator, tax collector's office, water department, tax assessor and clerk's office.
8. Overtime shall be distributed equally among employees who normally perform such work and who are willing to work. In the event of no volunteers, the Township shall have the right to direct employees to work overtime starting with the least senior employee who normally performs such work, in rotating inverse order of seniority. Upon request, the Township will supply the Union appropriate data concerning the distribution of overtime.
9. For every forty (40) hours that a person is required to be on call he/she will receive an

additional one (1) day's pay in addition to regular pay or any overtime. The need for an employee to be on call shall be confirmed in writing and shall be at the discretion of the department head or his designee.

10. The Employer shall have the right to install time clocks for use by employees in the bargaining unit. Alternatively, employees shall prepare, sign, and submit time sheets or other media as determined by management, reflecting their work hours for each pay period.

11. Each Employee shall be entitled to two (2) ten (10) minute breaks, one in the first four (4) hours of work and the other in the last four (4) hours.

12. The scheduling of breaks shall remain in the employer's discretion, subject to the needs of the work.

13. Notwithstanding the foregoing, the following overtime provisions shall apply to Public Safety Telecommunicators (Dispatchers):

- a. When a vacancy occurs due to the absence of a Telecommunicator from scheduled duty, the Township shall attempt to fill the vacancy by contacting and offering the duty to other Telecommunicators before resorting to other means to fill the vacancy.
- b. Any person working over eight (8) hours during a consecutive twenty-four (24) hour period commencing with the start of the shift will be compensated at one and one-half times the individual's hourly rate of pay.
- c. Any person called for duty other than their regular shift shall receive one and one half times the person's hourly rate of pay.

**ARTICLE III  
OVERTIME MEALS**

1. The Township will provide meals for employees working overtime if such work continues for (2) hours after the end of the workday and again at eight (8) hours after the end of the workday. The Township may, in lieu of providing meals, provide a meal allowance of Six Dollars and Fifty cents (\$6.50) per meal. This allowance shall not apply in a case where there is a one (1) hour break between the end of the workday and the commencement of the overtime.

**ARTICLE IV  
WORK ASSIGNMENTS**

1. Whenever possible, employees shall be assigned work within their job classification.

2. Employees who are assigned, in writing by authorized supervisor, to work in a different civil service job title requiring greater responsibility, for a period of five (5) consecutive working days, shall receive additional compensation equal to five percent (5.0%) of the base wage of their regular job title.

3. In order to determine whether a job title has a greater responsibility either the employee or the Township shall promptly confer with the New Jersey Civil Service Commission. The Commission's determination shall be binding on both parties for the life of this agreement.

4. The Township may adopt annually, or as otherwise determined necessary, written departmental goals and objectives. For each goal and objective, the Township may define specific tasks and the frequency within which such tasks are to be accomplished for each employee, provided said tasks are within an employee's general duties as contained in their Civil Service Commission job description. The Township may also assess an employee's level of accomplishment of each task and may, as required, mandate additional training and development for employees who fail to meet minimum expectations. Repeated or obvious failure to meet minimum expectations will be grounds for disciplinary action.

**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	1.50%
1/1/2011	1.75%
1/1/2012	1.75%

2. For the Public Safety Telecommunicators' salary guide, each step shall be adjusted annually by the Cost of Living Increase in paragraph 1 above as follows:

Public Safety Telecommunicator

<u>Step</u>	<u>1/1/2010</u>	<u>1/1/2011</u>	<u>1/1/2012</u>
1	\$33,661	\$34,250	\$34,849
2	\$35,093	\$35,707	\$36,332
3	\$36,525	\$37,165	\$37,815
4	\$37,958	\$38,622	\$39,298
5	\$39,390	\$40,079	\$40,781
6	\$40,823	\$41,537	\$42,264
7	\$42,049	\$42,785	\$43,534
8	\$43,276	\$44,033	\$44,804

Senior Public Safety Telecommunicator

1	\$46,002	\$46,807	\$47,626
2	\$47,229	\$48,056	\$48,897
3	\$48,456	\$49,304	\$50,167
4	\$49,683	\$50,552	\$51,437



3. Each employee will have an annual review of their performance, conducted by their immediate supervisor and reviewed by the department director. The Department Director, the employee's supervisor, and the employee shall meet in December, 2010 and each year thereafter 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 how well and how much each employee has completed his/her assigned tasks and met his/her goals for the year.
- b. personal conduct, including the employee'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.

## ARTICLE VI

### HOSPITALIZATION AND OTHER 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.

2. The Township will pay the current cost of said plans, subject to the contributions as mandated by State statute, and as outlined herein:

- a. Currently the State mandates a contribution of 1.5% of an employee's base salary to be used toward the premium expense for health coverage. If an employee is on an unpaid leave of absence and still receiving health benefits from the Township, the employee shall be responsible to pay for any State-mandated contributions, currently 1.5% of salary, via a monthly payment in advance of each month or through payroll additional deductions upon an employee's return to work. If the Township determines that an employee may not be returning to work, the Township has the exclusive right to mandate monthly payment by an employee.
- b. The Township agrees to contribute the sum of Three Hundred Eighty Four Dollars and Ninety-Six Cents (\$384.96) annually for each single employee without dependents and Four Hundred Dollars and no cents (\$400.00) for each single employee with dependents for the purchase of dental insurance coverage as per past practice.
- c. Prescription coverage will be provided in the substantially the same plan as offered by the New Jersey State Health Benefits plans with co-pays according to the plan.

3. Effective January 1, 2010, employees will be eligible to participate in a voluntary opt-out/opt-down program to eliminate dual coverage:

- a. An employee will be entitled to 25% savings of the Township's lowest premium cost for any plan in effect at the time of opting out, or \$5,000, whichever amount is less.
- b. An employee must remain out of plan for 12 consecutive months, except under emergent circumstances.
- c. An employee must provide Township with proof of dual coverage

- d. If the employee opts back into plan because of emergent circumstances, the employee shall only receive pro-rata portion of savings.
- e. Other than in emergent circumstances, employee can only opt back into plan during open enrollment.
- f. There shall be a Chapter 125 Flexible Spending Account (FSA) for reimbursement in lieu of benefits.

4. If permitted under State Health Benefit Plan regulations on a collective bargaining basis, in the event a member of the bargaining unit is killed in the line of duty, full health, prescription, and dental benefits under this Article 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 until they reach the age of "emancipation", as is defined by the current health care Plan.

**ARTICLE VII**

**LONGEVITY**

1. In addition to salary and wages, all full time employees covered by this contract 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	\$ 1,200.00
Thirty years of service and thereafter	\$ 1,400.00

2. Longevity shall be given in a lump sum payment and shall not be added to or considered part of the base salary of any employee.

3. Longevity pay in accordance with this schedule shall be given annually in the first week of July to employees who are or may become entitled to longevity between January 1, up to and including June 30. Employees who are or may become entitled to longevity between July 1, up to and including December 31 shall be given longevity pay in the first week of December.

**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 the Worker's Compensation Act. Such time shall not be charged against sick leave.

**ARTICLE IX**  
**SICK LEAVE**

1. For purposes of this Article, sick leave is hereby defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of his/her immediate family who is seriously ill and requires the care and attendance of such employee, death in the immediate family; or for maternity and paternity reasons.

2. All permanent employees shall be granted annual sick leave, as follows:

- a. One (1) working day's sick leave with pay for every month of service completed from date of regular employment up to and including December 31st following such date of employment.
- b. Thereafter, fifteen (15) sick days, calculated in hours of work at an employee's assigned location, shall be granted on an annual basis, but shall be prorated to the proportion of the work year completed by an employee. If an employee leaves Township employment before the completion of the year, any excess sick leave taken on a prorated basis shall be repaid by deduction of the employee's final pay.

3. Sick Leave not taken in a given year shall accumulate to the credit of the employee and such individual shall be entitled to the accumulated sick leave if and when needed.

4. Employees shall notify their Department Director as designated in a procedure determined by their director 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. Failure of an employee to notify or provide information to their Department Director as designated in this Article is cause for denial of use of sick leave for the absence and constitutes cause for disciplinary action.

5. 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 four (4) month period.

6. In the event any employee bargaining unit in the Township is provided disability insurance coverage, the employees of this Union shall receive the same benefit.

7. If an employee reports late for work or is required to leave early by reason of sick leave, the time shall be administered in fifteen (15) minute intervals.

8. Upon separation due to retirement only, employees shall be paid forty dollars (\$40.00) per day for all unused sick leave, capped at a maximum payment of fifteen thousand dollars (\$15,000.00).

9. **Sick Leave Incentive.** Within two weeks **after** December 31<sup>st</sup> 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 their current rate of pay as of December 31st, a number of unused sick leave days in accordance with the following formula. If in the preceding year and limited to **the new** sick leave credited **at the start of** January 1<sup>st</sup> 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 their 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

10. 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.

11. 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.

## **ARTICLE X**

### **DEATH IN FAMILY**

1. Employees shall be entitled up to five (5) 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 employee. 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 on the day of the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law, or sister-in-law.

## ARTICLE XI

### VACATIONS

1. The following vacation schedule shall remain in effect for the term of this Agreement for employee hired before December 31, 2002:

#### LENGTH OF SERVICE

Less than One (1) year

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

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

The tenth (10th) year

The eleventh (11th) year and thereafter

#### VACATION ALLOWED

One (1) day of vacation for each completed month of service up to twelve (12) days.

Thirteen (13) Days

Sixteen (16) Days

Twenty one (21) Days

Twenty five

2. Notwithstanding the provisions of paragraph 1, employees who have accumulated more than 25 vacation days as of January 1, 2003 shall retain that number of annual vacation days as long as they remain in a covered position.

3. For employees hired on or after January 1, 2003, a new vacation schedule shall be in effect as follows:

#### LENGTH OF SERVICE

Initial month of employment

Less than One (1) year

One (1) calendar year but less than Ten (10) calendar years

After Ten (10) calendar years but less than twenty (20) calendar years

After twenty (20) calendar years of continuous service

#### VACATION ALLOWED

1 working day if they begin work on the 1<sup>st</sup> through 8<sup>th</sup> day of the month.

½ day if they begin work on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.

After the initial month through the end of the first calendar year, one (1) vacation day for each completed month of service.

Twelve (12) Days

Fifteen (15) Days

Twenty (20) Days

4. 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.

5. The vacation period shall begin on January 1 of each calendar year.



6. Employees shall not be required to work on any day which is a vacation day.
7. Accumulation of vacation days shall be pursuant to **Civil Service** rules and regulations.
8. For personnel serving in the title of Public Safety Telecommunicator or Senior Public Safety Telecommunicator, vacation requests must be submitted in writing at least eight hours prior to requested vacation leave. For all other covered titles in the union, vacation requests must be submitted in writing at least one (1) calendar day in advance of the requested vacation day.

## ARTICLE XII

### HOLIDAYS

5. The Township will pay employees for the following unworked holidays:

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. Washington's Birthday
- d. Good Friday
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. General Election Day
- j. Veteran's Day
- k. Thanksgiving Day
- l. Day after Thanksgiving
- m. Christmas Day

6. 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.

7. 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.

8. In addition to the foregoing, Holiday provisions for Public Safety Telecommunicators shall also provide that:

- a. Holidays for dispatchers shall be observed for the twenty-four (24) hour period of the actual holiday.
- b. Any dispatcher working a holiday shall be paid 1.75 times the hourly rate plus eight (8) hours holiday pay. Dispatchers who are not scheduled to work and who are not called-in for overtime work will receive regular pay plus eight (8) hours pay.
- c. Dispatchers who are not regularly scheduled to work on a holiday, but who are called to work, shall be paid at the rate of 2.25 times the base hourly rate for all hours worked plus eight (8) hours holiday pay.

**ARTICLE XIII**  
**MILITARY DUTY**

1. The Town will fulfill its obligations concerning an employee's military service as required by State and Federal law.

**ARTICLE XIV**  
**JURY DUTY**

1. An employee shall be given time off without loss of pay when:
  - a. Performing jury duty
  - b. Summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body unless the appearance is as an individual and not as an employee.

**ARTICLE XV**  
**MANAGEMENT RIGHTS**

1. The Township reserves all rights except those specifically modified herein.

## **ARTICLE XVI**

### **NO STRIKE**

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 the responsibility of the Township.

## **ARTICLE XVII**

### **DISCIPLINE**

1. No employee shall be disciplined or discharged without just cause.

2. The Township shall take no final disciplinary action against any employee without:

- a. written charges and specifications,
- b. affording the employee the right to request a hearing,
- c. the employee's right to representation, and
- 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. The parties agree that the procedure will be kept as informal as may be appropriate.

2. Definitions: 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.

3. 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 and one (1) union representative who is an employee of the Township at the appropriate Step.

4. 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 grievant shall institute action in writing, signed and delivered to his/her immediate supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward. The grievant or the Supervisor may request a meeting to discuss the grievance.
- b. The supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.
- c. 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 fifteen (15) working days of the grievant's receipt of the response or expiration of the time to respond to Step 1.
- d. The Township Administrator or his/her designee shall discuss the grievance with the

grievant, the designated representative of the employer, and the representative of the union within ten (10) working days of receipt of the grievance at this Step.

- e. A written decision shall be given to the union by the Township Administrator no later than five (5) days thereafter.
- f. 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 no 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. 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.
  - v. 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.
  - vi. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this agreement.
    - i. The arbitrator shall issue his/her 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 or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Township under applicable law, and rules and regulations having the force and effect of law.

5. 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

6. The parties may mutually agree in writing to extend any time limit at any step of the procedure.

7. Advisory Arbitration of grievances may be sought by the Union when binding arbitration of grievances, as defined in **Paragraph 2**, is not permitted.

## 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. When absent without leave or on an approved unpaid leave of absence, except military leave, in accordance with **Civil Service** rules and regulations.
  - 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.
  - c. Selection of shifts.



**ARTICLE XX**  
**LAY OFF AND TERMINATION**

1. No employee shall be laid off or his work terminated for reasons 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 openings 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.
4. Whenever any representative of the Union or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings conferences or meetings, he or she shall suffer no loss in pay or any other contractual benefit to which he or is entitled such as vacation or personal leave, etc. Such activities shall be scheduled by or be scheduled with the approval of Township officials, which shall not unreasonably be withheld.

**ARTICLE XXII**  
**DUES DEDUCTION**

1. The Township agrees to deduct dues exclusively for the Union from the wages of an Employee covered by this 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 off 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 employee 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 Designee of the Union. A list of the names and addresses from which dues have been deducted will be forwarded monthly. A copy 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. The Union shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair representation fees.

6. The Township will notify the Union in writing of the name, job title, job location, and salary of any new hire.

### **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 work stations, or during their rest periods. All notices shall be initialed by the Shop Steward and shall relate to Union affairs.

2. The Union will hold the Township harmless and indemnify the Township, its agents and employees for any damages, fees and costs arising out of the Union's use of the Bulletin Board.

3. The Union bulletin board shall be installed in the employee lunch room in the Municipal Building.

### **ARTICLE XXIV**

#### **MAINTENANCE OF BENEFITS**

1. No clause in the 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. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.

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**  
**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 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 or toxic substances to which workers are exposed together with material data sheets, if any.

## **ARTICLE XXVIII**

### **CIVIL SERVICE RULES AND POSITIONS**

1. The rules, regulations and procedures contained in the New Jersey Administrative Code, Title 4 - Civil Service, will apply to positions and employment in the classified service unless otherwise expressly stated.
2. In the event the Township creates a new title, the Union shall be notified of its establishment, in advance, when practicable, but in any case no later than the date of the filling of the position.
3. The Township shall have the right to fill any new positions.
4. The Township agrees to negotiate terms and conditions of employment for those positions it agrees are within the bargaining unit.
5. Such negotiations shall take place within five (5) business days of the Union's request.
6. The terms and conditions of the position and retroactivity shall be the subject of negotiations between the parties.

## **ARTICLE XXIX**

### **UNION LEAVE**

1. The employees 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.
2. Two union officials shall be given time off to attend management-union meetings.

## 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.

2. A copy of the posting will be given to the Chief Steward.

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 permanent filling 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.

5. 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.

6. Whenever possible, the Township will post vacancies as soon as it has formal notice that a vacancy will occur.

## **ARTICLE XXXI**

### **PERSONAL LEAVE**

1. Employees shall be entitled to three (3) days for Personal Leaves in each calendar year, or prorated share thereof for new employees hired during the year or when an employee separates during the year. Unused personal days shall expire at the end of each year, however, employees may, before December 31<sup>st</sup> of each year, request written approval from their Director to carry their unused personal days earned in that year to March 31<sup>st</sup> of the following year before such leave will expire.

2. Personal days may not be made part of vacation leave for the purpose of extending such leave. When possible an employee shall notify his or her immediate supervisor of the date a personal day is to be taken.

## **ARTICLE XXXII**

### **EMPLOYEE LOUNGE**

1. The Employer shall provide a table and chairs, maintain the refrigerator and provide an air conditioner in the employee lounge.

2. The Union shall have the right to maintain a filing cabinet at an approved location within the Municipal Building.

**ARTICLE XXXIII**  
**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 no event shall any employee be refused for longer than one (1) 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 used 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 XXXIV**  
**DURATION**

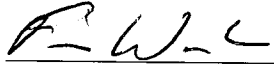
1. This Agreement shall be effective, January 1, 2010 through December 31, 2012.
2. By this Agreement, this contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which shall continue beyond the expiration date of this contract.
3. Either party to this Agreement may serve notice of an intention to modify or change this Agreement no sooner than one hundred and twenty (120) days prior to the expiration of the contract.



**SIGNATURE PAGE**

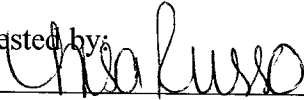
**IN WITNESS WHEREOF** the parties have hereunto placed their signature this \_\_\_\_\_ day of February, 2011.

**For the Township:**



Francis "Mac" Womack III  
Mayor

Attested by:

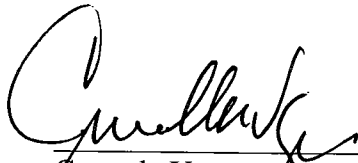


Lisa Russo  
Municipal Clerk


**For Local 108:**



Marie Santoro  
Chief Shop Steward



Carmela Varga  
Assistant Shop Steward



Joanne Testa  
Assistant Shop Steward



Ralph Farella  
Shop Steward



Jasper Parnell  
Business Agent



**SCHEDULE A**  
**BARGAINING UNIT POSITIONS**

Account Clerk  
Assessing Clerk  
Asst. Zoning Officer and Housing Inspector  
Bookkeeping Machine Operator Purchasing  
Assistant  
Clerk  
Clerk Typist  
Code Enforcement Officer  
Construction Inspector  
Electrical Inspector  
Motor Vehicle Operator, Handicapped  
Police Records Clerk  
Principal Clerk  
Principal Clerk Typist  
Principal Engineering Aide  
Public Safety Telecommunicator  
Recreation Aide  
Senior Account Clerk  
Senior Assessing Clerk  
Senior Bookkeeping Machine Operator  
Senior Clerk Stenographer  
Senior Clerk Transcriber  
Senior Clerk Typist  
Senior Engineering Aide  
Senior Payroll Clerk  
Senior Police Record Clerk  
Senior Public Safety Telecommunicator  
Supervisor, Collections and Billing  
Technical Assistant - Construction  
Telephone Operator  
Violation Clerk  
Violation Clerk, Assistant  
Welfare Interviewer

Excluded from the unit are Confidential and all other employees of the Township of North Brunswick.