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Kathleen A. Thorpe
file

R E S O L U T I O N

A RESOLUTION AUTHORIZING EXECUTION OF THE AGREEMENT WITH THE PUBLIC WORKS EMPLOYEES ASSOCIATION FOR THE PERIOD OF JANUARY 1, 1980 TO DECEMBER 31, 1982.

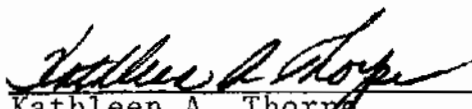
WHEREAS, the Township Administrator has negotiated the Agreement with the South Brunswick Public Works Employees Association for the period of January 1, 1980 to December 31, 1982, copy of which is annexed hereto; and

WHEREAS, the Township Committee approves of and desires to enter into said Agreement;

NOW, THEREFORE, BE IT RESOLVED, on this 3rd day of June, 1980, by the Township Committee of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

The Mayor and Township Clerk be and are hereby authorized to execute the Agreement with the South Brunswick Public Works Employees Association for the period of January 1, 1980 to December 31, 1982.

I, Kathleen A. Thorpe, do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Committee of South Brunswick at a meeting duly held on the 3rd day of June, 1980.


Kathleen A. Thorpe
Township Clerk

Jan 1, 1980 - Dec 31, 1982

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A G R E E M E N T

THIS AGREEMENT made this *3rd* day of *June*, 1980,

between

THE TOWNSHIP OF SOUTH BRUNSWICK, a municipal corporation and body politic of the State of New Jersey (hereinafter referred to as the Township)

and

THE SOUTH BRUNSWICK PUBLIC WORKS EMPLOYEES ASSOCIATION (hereinafter referred to as the Association)

WITNESSETH:

WHEREAS, the parties have completed negotiations on terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act;

NOW, THEREFORE, it is agreed as follows:

I UNIT DESIGNATION

The Township of South Brunswick (Township) recognizes the South Brunswick Public Works Employees Association (Association) as the exclusive representative for all full-time employees of the Department of Public Works of the Township, excluding supervisors, part-time employees, and managerial executives, as defined by the New Jersey Employer-Employee Relations Law, N.J.S.A. 34:13A-1, et seq.

II PAST PRACTICES AND POLICIES

Except as explicitly amended by the collective negotiations agreement between the parties, all personnel policies of the Township, as provided for in Chapter III of the Revised General Ordinances of the Township of South Brunswick, and specifically, the Personnel Policy Procedure Manual (PPPM), shall remain in effect. There shall be no change in terms and conditions of employment, as specified in this manual, or as provided in past practices, or contained within the terms of the collective negotiations agreement between the parties, unless there has been prior negotiations with the Association.

III ASSOCIATION RIGHTS

1) Leave Time for Association Business

A Negotiating Committee, consisting of no more than four employees within the unit, shall be allowed to take time off from their assignment, with pay, if required to attend negotiating sessions with members of the Township Committee during their normal tours of duty. Also, the President of the Association, or his designee, shall be given a total of sixteen (16) hours off, with pay, to attend to other Association business, including the preparation of Association proposals, conferences with other members of the unit and the Association attorney, attendance at seminars and educational programs related to Association activities, and attendance at grievance and arbitration proceedings.

2) Dues Checkoff

The Township shall implement a dues checkoff system for all employees within the unit, who are members of the Association, in conformance with N.J.S.A. 52:14-15.9(e).

IV WORK WEEK - OVERTIME

1) Work Week

The present provisions of Ordinance (Ord.) 3-6.1 and 3-16.10 shall be modified to require paid compensation at time and one-half for all work performed in excess of eight (8) hours in any workday, and forty (40) hours in any work week. The present limitations on the amount of extra compensation shall be eliminated. All blue collar employees will be guaranteed forty (40) paid hours of work in any one work week.

2) Overtime

Time and one-half shall be paid to all employees who work at times other than their assigned tours of duty except on Sundays and Township observed holidays. Overtime for Sundays and holidays shall be paid at rate of double time effective May 1st, 1978. If an employee works a schedule that provides for regular off days other than Saturday or Sunday, the double time pay for Sunday will apply when the employee works on that day which is his/her second day of rest.

3) Rest Time

For the benefit of the safety of the members, it is agreed that the Township will provide for rest periods as hereafter defined effective upon execution of this agreement.

When it is necessary for members of the unit to work beyond midnight, the Township agrees that the members affected will be given two (2) hours rest time providing that they work at least two (2) hours past midnight. For every additional and continuous full hour worked beyond midnight, an additional hour rest period shall be provided. Total rest hours shall not exceed five.

The Director or his designee shall schedule each member's rest period either prior to the start of his/her next regular tour of duty or prior to its completion with due regard to the maintenance of the work force.

V VACATION LEAVE

1) Vacation leave with pay shall be granted to all fulltime employees in accordance with the following schedule:

<u>Days of Vacation</u>	<u>Years of Service</u>
One Day per month	Less than one (1) year
Twelve (12) Days	One (1) year or more
Sixteen (16) Days	Five (5) years or more
Eighteen (18) Days	Ten (10) years or more
Twenty (20) Days	Fifteen (15) years or more

2) During 1980 only, all members of the unit shall receive one (1) additional vacation day in addition to those provided in Section 1.

3) Employees may carry-over up to seven (7) days vacation to be used in the following year.

4) The provisions of the Vacation Leave Policy, as provided in the PPPM, shall apply.

VI SICK LEAVE

The Sick Leave Policy in the PPPM shall apply except for the following:

1) Maximum cash award for accumulated sick leave shall be \$14,000.

a. Benefit at Retirement: 50% of accumulated sick time based upon employee's normal rate of pay.

b. Benefit at Termination of Employee: 25% of accumulated sick time for employee with less than ten (10) years of continuous service. For employee with more than ten (10) years of service, sick leave benefit shall be 33%.

c. Benefit - Employee Death: 33% of accumulated sick leave shall be paid to beneficiary of employee or estate.

2) Sick Leave - Incentive Plan

In order to discourage the unnecessary use of sick time and encourage the accumulation of sick leave, the Township agrees to provide for the duration of this agreement the following Sick Leave Incentive Plan:

a. An employee using seven (7) or less sick days in the calendar year shall be compensated for the unused days at the rate of Ten (\$10.00) Dollars per day. Unused sick days will continue to accumulate.

b. An employee who as of the first of the calendar year has accumulated fifty (50) or more sick days, shall have the option for that year of being paid Thirty (\$30.00) Dollars for each of his 15 annual sick days not used with no accumulation of days for which payment is made or employee may decline payment and permit unused sick days to accumulate.

c. Payment of the benefits provided for in paragraph "a. and b." shall be not later than February 15 of the year following the determination of eligibility and sick time use.

d. An employee who is discharged or who resigns because of pending disciplinary actions, shall not be entitled to the aforementioned benefits.

3) It is the understanding of both parties that the above described plan is limited to the duration of this agreement and the Township is under no obligation to continue said plan beyond the duration of this agreement.

VII PERSONAL DAYS

Three Personal Days shall be provided each year in accordance with the PPPM.

VIII MATERNITY LEAVE

Maternity leave shall be as provided in the PPPM.

IX BEREAVEMENT LEAVE

The present definition of "immediate family", shall be as contained in the PPPM.

X LEAVE FOR JURY DUTY

The Provision of the PPPM is applicable in that employee shall be allowed leave with pay for jury duty.

XI GRIEVANCE AND ARBITRATION PROCEDURES

The present Grievance Procedure, contained in the PPPM will be retained with the provision that the Association, on behalf of an individual grievant, may appeal a decision made by the Township Committee to an arbitrator to be selected pursuant to the rules of the New Jersey Public Employment Relations Commission (PERC). The decision of the arbitrator shall be final unless in conflict with State or Federal Law.

XII OUTSIDE EMPLOYMENT

The provisions of the PPPM shall apply except as modified in the following respect.

Employees will not be allowed to engage in outside employment which conflicts with their responsibility to the Township, but will be allowed to engage in outside employment if it does not constitute a conflict of interest and is work that will not be performed during the employee's normal tours of duty with the Township. However, the employees recognize that their primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duties. Employees will advise the Director of Public Works of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Director will be allowed to recall them back to work in the event of any emergencies.

XIII RULES AND REGULATIONS OF THE DEPARTMENT

The PPM notwithstanding, the Township shall not undertake new rules and regulations which affect terms and conditions of employment, unless the same has first been negotiated with the Association.

XIV CLOTHING ALLOWANCE/MAINTENANCE

1) Allowance

For 1980, all employees within the unit will receive a \$250 cash allowance for clothing allowance and maintenance.

For 1981, total clothing allowance/maintenance shall be increased by \$25. for a total of \$275.

For 1982, \$50. additional for a total of \$325.

Payment of the allowance shall be by February 1, in any given year.

Safety and rain gear will continue to be provided by the Township.

2) Maintenance

The Association agrees that each employee covered by the agreement shall maintain a presentable appearance. Presentable appearance shall be defined as per the letter of understanding directed to the President of the Association and executed by both parties (April 17, 1978). Any employee reporting for work not properly attired or whose uniform is in gross disrepair shall be suspended without pay for that day. An employee suspended for this reason more than twice in any twelve (12) month period from the date of the first violation may be terminated. The decision as to proper appearance shall be that of the Public Works Director or his authorized supervisor or foreman. Any employee suspended or terminated under this clause shall have the right to appeal to the Administrator within five (5) days.

3) New Employees

Whenever the Township hires a new employee for full-time work, subject to a six (6) month probation period, said employee shall not be entitled to the normal clothing allowance given to regular association employees. However, the Township shall provide a full set of uniforms, work jacket and safety shoes.

All new employees who fail to satisfactorily complete the six (6) month probationary period and are terminated shall be required to return the uniforms and equipment aforementioned. Payment of any final wages, salaries due, shall not be made until said employee turns in clothing.

If the beginning date of employment is prior to July 1, of any given year, the employee shall not be entitled to any additional clothing allowance for the remainder of that year. If employment occurs after July 1, of any given year, then for the following year the employee shall receive one-half of the regular clothing allowance given to association employees. In each year thereafter, the employee shall receive the normal clothing allowance given to association employees.

XV HEALTH BENEFITS

During the term of this agreement, the Township shall provide medical and hospitalization benefits to include prescription drug, vision care, and dental. Premium shall be borne by the Township for the employee and eligible dependents except for H.M.O. members who are required to pay for any additional premium over and above the premium the Township would pay if enrolled under the Township Plan.

The Township has the right to change insurance carriers providing that the overall benefit level remains the same, if not improved.

XVI MERIT INCREASES/RECLASSIFICATION

Merit increases shall be five (5) percent subject to approval of the Director and Administrator except that the last merit increase shall not exceed the maximum hourly rate as set forth in Article XX.

Reclassifications recommended by the Director during the annual employee evaluations, shall be effective January 1 of the succeeding year. All reclassifications must have the approval of the Administrator and Township Committee.

XVII STABILITY PAYMENTS (LONGEVITY)

Payments shall be made in accordance with PPPM.

XVIII JOB OPENINGS

All notice of job openings in the Township operation

shall be posted sufficiently in advance of the anticipated hiring date and in no event less than ten (10) days. Nothing herein shall preclude the Township from responding to emergency conditions.

XIX PHYSICAL EXAMINATION

Each employee of the unit shall be eligible to receive a personal physical examination by a physician of his/her choice on a bi-annual basis. The first year in which an employee may exercise this benefit shall be 1979.

An employee exercising the benefit shall receive reimbursement of the cost of the physical but not to exceed \$100 providing proof of the examination is provided, with results if requested and a statement evidencing the cost of the physical.

XX SALARY AND WAGES

1) 1980

Effective January 1, 1980, the salary and wage schedule for members of the Association shall be as follows:

HOURLY RATE SCHEDULE

<u>Range</u>	<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
31	Laborer	\$ 5.00	\$ 6.52
34	Equipment Operator	5.57	7.21
36	Heavy Equipment Operator Sewer Maintenance Man	5.98	7.71
38	Equipment Maintenance Mechanic Heavy Equipment Operator II Water Maintenance Man	6.43	8.24
40	Sewer Plant Operator	6.92	8.83
41	Section Foreman Vehicle Maintenance Foreman	7.25	9.20

ALTERNATE ANNUAL RATE SCHEDULE

10	Bookkeeping Clerk	\$ 7,300	\$11,500
13	Clerk II	8,500	12,928
22	Administrative Secretary	10,000	14,800

a. For members not at the top of their range, the increase for 1980 shall be eight (8) percent plus any merit increase as provided in Article XVI.

2) Cost of Living

It is agreed that for the years 1981 and 1982, an increase of salary and wages shall be based upon the Consumer

Price Index as published by the Department of Labor. The Consumer Price Index shall be that published for Urban Consumers, New York-Northeastern New Jersey (Base Year 1967 = 100). The Township shall determine the percentage change (not the change in the monthly index figures) in the index for the period from January 1, 1980 to December 31, 1980. The resultant percentage figure, less 22%, rounded and calculated to two decimal points, shall be the percentage amount by which the 1980 hourly/annual rate schedule shall be adjusted, except that the increase shall not be less than seven (7%) percent.

For 1982, the same formula shall apply except that the percentage change shall be based on the period of January 1, 1981 to December 31, 1981.

a. If the Department of Labor, Bureau of Labor Statistics Consumer Price Index in its present form and method as calculated shall be revised, the parties shall request the Bureau of Labor Statistics to provide an appropriate conversion allowance which shall then be applicable. If the Consumer Price Index is discontinued, the parties shall meet to determine an appropriate substitute.

3) Wage Computation

Beginning in 1981, the Township will adjust the yearly salary of unit members to actually reflect the creditable hours of each unit member. Therefore, in 1981 and 1982, the hourly rate schedule specified in Article XX, Section 1, will be computed on the basis of 2,088 hours for each of those years, adjusted by the cost of living increase specified in Section 2 above. Thereafter, each employee will receive a bi-monthly payroll check dividing this adjusted annual salary in 24 equal portions. (Example, assuming a 10% cost of living increase in 1981, a laborer at the minimum salary in 1980, would be paid \$11,484, in 24 payments of \$478.50 each rather than \$11,440 in 24 payments of \$476.67 each, because his hourly rate would be multiplied by 2,088 hours, or the actual creditable hours, rather than the pre-existing

formula of 2,080 hours for the year).

XXI ACTING FOREMAN

Upon execution of this agreement, the Township agrees to provide for the position of Acting Foreman subject to the qualifications and conditions as follows:

1) The following operating units are covered by this benefit.

- a. Road Repairs and Maintenance
- b. Water & Sewer Operations
- c. Public Buildings & Grounds
- d. Maintenance and Operation of Automotive Equipment

2) When a unit is without the services of at least one regular foreman due to absence because of vacation, illness or for any reason, an Acting Foreman shall be appointed. An Acting Foreman shall be appointed whenever possible from the unit in which the temporary vacancy exists.

3) Eligibility for Acting Foreman shall be limited to an employee classified in Range No. 38 or higher. If there is more than one "38" or higher in a particular operating unit, the appointment of an Acting Foreman shall be rotated among those eligible.

4) Any employee appointed as Acting Foreman shall be qualified for the responsibilities of the position and worthy of appointment based on past performance. The Director may refuse to assign an Acting Foreman if, in his judgement, past performance and qualifications do not justify the appointment.

5) Any employee designated as Acting Foreman shall receive a wage supplement of ten (10%) percent of their regular designated wage for time earned as Acting Foreman. Payment shall be computed to year-end paid in the first convenient pay period in January and, in any event, no later than the last pay period in January. The Director of Public Works shall maintain records indicating the time earned by each employee for his Acting Foreman's work. No payment for Acting Foreman will be made for assignments of less than one working day.

XXII TERM OF CONTRACT

Three (3) years - January 1, 1980 to December 31, 1982.

XXIII FUTURE NEGOTIATIONS

On negotiations for a successor contract, the parties agree that if they reach an impasse on any terms and conditions of employment, the same will be submitted to a mediator/fact finder to be selected pursuant to the rules of the New Jersey Public Employees Relations Commission (PERC).

XXIV RECALL RIGHTS

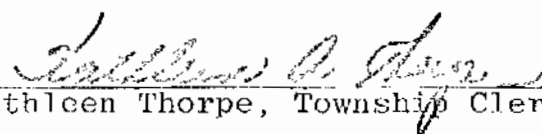
Any employee recalled for a work assignment, outside of his normal working hours, will be entitled to a minimum of two (2) hours pay at time and one-half his compensation. This shall not apply to employees who are held over, on a continuous basis, from their normal tours of duty.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective officers on the day and year first above written.

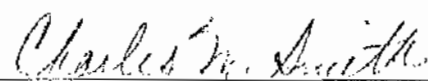
TOWNSHIP OF SOUTH BRUNSWICK

By 
Theodore Cherry, Mayor

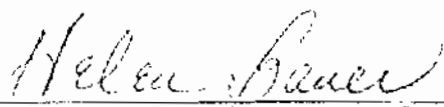
ATTEST:


Kathleen Thorpe, Township Clerk

SOUTH BRUNSWICK PUBLIC WORKS
EMPLOYEES ASSOCIATION

By 
President

ATTEST:


Secretary