

MEMORANDUM OF AGREEMENT

The Township of South Brunswick and A.F.S.C.M.E., Local 2242, South Brunswick Township Employees, agree to the following:

1. Anita Haas will be given a starting date for longevity purposes of July 18, 1979, the date that she actually began receiving other benefits. This is a situation unique to her and will not constitute a precedent for any other employee.

2. Jayne Nagy is entitled to seniority, based on her full-time appointment, back to June 16, 1980, as her situation is covered by Article 19 of the current A.F.S.C.M.E./South Brunswick Township contract. This will serve to clarify her rights for seniority for the purpose of promotion, layoff, recall, etc., but does not affect the date for longevity eligibility.

Muriel A. Calvanelli
President, AFSCME Local 2242

Jerry A. Bittner
Jerry A. Bittner
Municipal Administrator

Stanley B. Shuff

Carol A. Siegle

Janet C. Lechwa

Copy T.C
Att
8/29/83

M E M O R A N D U M

To : Muriel Calvanelli, President
AFSCME Local 2242

From: Jerry A. Bittner, Administrator

Date: August 25, 1983

Subject: PROPOSED CONTRACT 1983-84; Education Benefit

Thanks for meeting with me yesterday along with Janet, Susan and Stan. Now that we have the final copy of the contract the Township Committee is ready to consider it for approval at their September 6th meeting.

The only matter of concern is the interpretation of the wording concerning the educational benefit--Article 25. However, I was assured that you and the officers felt that the form and the language I furnished you in my letter of August 19 would be approved at your meeting of the membership in September.

I also wish to clarify the issue "training courses" that was included in the previous contract but has been omitted in the final contract copy furnished. I agree to continue this benefit, i.e. ...All training courses that are approved in advance by the Township and are successfully completed by the bargaining unit members, shall be paid for by the Township.

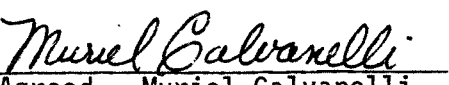
Therefore, with your support of these language clarifications, I feel reassured that we can proceed with implementation of the contract.

If I am mistaken in summarizing yesterday's meeting, please advise me before September 6th so I can advise the Township Committee.

Thanks.



Jerry A. Bittner
Administrator



Agreed - Muriel Calvanelli,
President, AFSCME Local 2242

AGREEMENT

South Brunswick Township

and

SOUTH BRUNSWICK TOWNSHIP

CLERICAL EMPLOYEES

LOCAL 2242

X JANUARY 1, 1983 to DECEMBER 31, 1984

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SOUTH BRUNSWICK TOWNSHIP

CLERICAL EMPLOYEES

AGREEMENT

ARTICLE 1

PREAMBLE

This Agreement entered into this 6th day of September,
1963 between the Township of South Brunswick, hereafter referred
to as the Township, and the American Federation of State, County,
and Municipal Employees, AFL-CIO, Local #2242 of Council 73,
South Brunswick Township Employees, hereafter referred to as the
Union.

The purpose of this Agreement is to promote and insure
harmonious relations, cooperation, communication and understanding
between the Township and the Union, for the purposes of collective
negotiations with respect to compensation, hours of work and other
conditions of employment as herein provided.

ARTICLE 2

RECOGNITION

The employer recognizes the Union as the sole and exclusive collective bargaining agent for all permanent full-time and permanent part-time employees listed in Appendix A. Temporary full-time, temporary part-time, and seasonal employees are not covered by this Agreement.

Temporary full-time employees are hired for full-time work for a period of limited duration not to exceed 4 months. Temporary part-time employees work on the average less than $\frac{1}{2}$ the prescribed number of hours per week in a position for a limited period of time not to exceed 4 months. The Township shall notify the Union if the Township finds it necessary to extend employment for another 4 months or part thereof, and shall state its reasons.

In the event any new job classifications are created or any existing bargaining unit classifications are changed, the Township shall promptly meet with the Union to discuss the new title and rate of pay or the classification change and will, upon request, meet with the Union to negotiate the appropriate rate of pay for any new or changed job classifications.

ARTICLE 3

DUES CHECK-OFF

The Township agrees to deduct from the salaries of its employees subject to this Agreement dues from the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Township written notice prior to the effective date of such change.

The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided on N.J.S.A. 52:14-15(e) as amended. The authorization to deduct full union dues may be revoked by an employee at any time and full dues shall terminate January 1 or July 1, whichever date occurring first after notice of termination.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment with the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so

long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township.

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Township on reliance upon the salary deduction authorization cards submitted by the Union to the Township and/or that may arise by reason of action taken by the Township in the salary deduction of 85% of union dues for employees who are not members of the Union.

ARTICLE 4

MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall be deemed to limit or curtail the Township in any way in the exercise of the rights, powers, and authority which the Township had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Township's rights, power and authority include, but are not limited to: The right to manage its operation; direct, select, decrease and increase the work force including hiring, promotion, demotion, transfer, suspension, discharge, or layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which any department thereof shall be operated; the conditions thereto; replacements, curtailments, or transfers thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; materials to be used and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and performance; determine qualifications of employees; regulate and ensure quality and quality in performance; and to run the department efficiently. The Township recognizes that all the aforesaid rights shall be exercised reasonably in accordance with the agreement and for good cause.

ARTICLE 5

CONTINUANCE OF OPERATIONS

It is agreed that the need for continued and uninterrupted operation of the Township departments and agencies is a paramount importance to the citizens of the Township, and there should be no interference with such operation.

In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, as well as the Personnel Policy and Procedures manual, and that a procedure exists for obtaining a new Agreement, the Union covenants and agrees for itself and all bargaining unit employees during the term of the Agreement that the Union and employees shall not engage in any conduct which has as its purpose the hampering of Township operations. The Union further covenants and agrees that during the term of this Agreement, neither it nor any individual member or members acting on its behalf will cause, authorize or support or take part in any strike or such related activities as mass resignation, mass absenteeism, work stoppage, slow down, walk out, or other job action against the Township.

Nothing contained in this Agreement shall preclude the Township from taking disciplinary action against any employee participating in such activities as described herein and such disciplinary action shall include possible discharge. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such a breach by the Union or its members.

The Township agrees that no lockout against any or all employees shall take place during the lifetime of this Agreement.

ARTICLE 6

SALARY

All employees shall have their salaries increased by 5.2% as of January 1, 1983. This salary increase shall be computed on their December 31, 1982 base salary.

It is agreed that for the year 1984, an increase for salary and wages shall be based on the Consumer Price Index Revision - 1978 - as published by the Department of Labor. The Consumer Price Index shall be that published for Urban Consumers, New York-North-eastern 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 year of 1983. The computation shall be based on the change in the index from December through December. In other words, the Township shall take the index figure as reported for December 1983, and determine a percentage by which that figure has been increased, if any, above the index figure reported for December 1982. The resultant increase percentage difference shall be "cost-of-living". The resultant percentage figure less the percentage indicated in the Consumer Price Index for the category medical care shall be deducted from the "gross" cost-of-living to provide a "net" cost-of-living for the purpose of this contract. It is further agreed that notwithstanding the above, the increase can not be less than five point five (5.5%) percent nor can the increase exceed ten point five (10.5%) percent.

The increase shall be computed on the employee's December 31, 1983, base salary.

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.

The Township shall hire all new employees at the minimum salary for that job title. Adjustment in pay due to promotion shall not be used in any way to reduce the amount of the across-the-board salary increase.

LONGEVITY

All bargaining unit members hired before the effective date of this agreement shall continue being covered by the longevity plan described in the Personnel Policies and Procedures Manual, with the exception that no employee shall be entitled to receive more than \$3,000 in longevity pay in any given year.

Employees hired after January 1, 1983, shall be subject to a revised longevity plan. Under this revised plan, employees shall receive a salary increase based upon years of continuous service computed as follows:

1. After completion of 5 years through 9 years - \$500 per year
2. After completion of 10 years through 14 years - \$1,000 per year
3. After completion of 15 years through 19 years - \$1,500 per year
4. After completion of 20 years through 24 years - \$2,000 per year
5. After completion of 25 years through 29 years - \$2,500 per year
6. After completion of 30 years - \$3,000 per year

ARTICLE 7

STEP INCREASES

All employees will receive a step increase of 5% as of January 1, 1983, and as of January 1, 1984, in addition to the negotiated salary increase.

The only five exceptions are as follows:

- A. Employees earning the maximum salary allowed in their job classifications will not receive this step increase.
- B. Employees who are less than 5% away from the maximum salary allowed in their job classification shall receive only that percentage of step increase that will bring them to the maximum salary.
- C. The Township may deny all or a portion of this step increase if an employee is negligent in his/her job performance. The affected employee may grieve this action if he/she feels it is arbitrary or without just cause.
- D. Any employee hired after July 1st shall not receive a step increase until after satisfactory completion of the six month probationary period.
- E. An employee promoted shall be eligible for a step increase as per the following:
 - i. If the employee was at maximum salary prior to the promotion, he/she shall not receive a step increase until the following January 1 or completion of the six month probationary period, whichever occurs later.

ii. If the employee was not at maximum and had received a full increase prior to the promotion, he/she shall not receive an additional step increase until the following January 1 or completion of the six month probationary period, whichever occurs later.

iii. If the employee promoted has received less than a full step increase prior to the promotion, he/she shall receive the balance of the percentage due providing the promotion occurred before July 1. If the promotion occurred after July 1, he/she shall be eligible for a step increase six months following the date of the promotion.

ARTICLE 8

HOURS OF WORK

The normal work week for the bargaining unit shall be 35 hours, exclusive of the daily one hour for lunch. The switchboard operator and the dispatchers shall be guaranteed coverage to enable them to take two 15 minute breaks during their hours of work.

ARTICLE 9

OVERTIME

Compensatory time, at the rate of one and one-half times the hours worked, shall be earned by bargaining unit employees for hours worked in excess of 7 hours per day or 35 hours per week. This compensatory time may be taken within a six month period. After 40 hours per week, or after 8 hours per day, compensation at the rate of one and one-half the employee's hourly rate shall be paid.

Bargaining unit members working for the courts shall receive their regular day time hourly rate when scheduled to work at a court session other than during regular daytime hours. When working after their regular hours but not in court, these employees will follow the procedure for all other bargaining unit members.

ARTICLE 10

JOB BIDDING AND PROMOTIONS

All new and vacant positions which are to be filled, must be posted within all departments for five consecutive days. Job qualifications shall be part of the job posting and shall clearly state the qualifications for the position.

All employees may bid on vacant positions at the same time. In considering applicants for the position, those within the department shall be given first consideration, and the position shall be filled by the most qualified person within the department who has bid on the position. If the employees within the department bidding are relatively equally qualified, then the most senior employee shall be chosen for the position. If no applicant within the department is qualified or if no department applicant applies for the position, then the position shall be filled by the most qualified bargaining unit employee outside the department who has bid on the position. If one or more employees who has bid is relatively equally qualified, then the most senior employee should be chosen for the job.

Employees on layoff shall be eligible to bid on job opening.

If no qualified Township employee bid on a vacant position, the Township may then fill the position from the general public.

Qualifications shall be determined by the Township utilizing, at its discretion, reasonable testing procedures.

Any employee promoted into a position with a higher job range shall receive a five percent (5%) increase on his/her annual base salary at the time of appointment. If 5% does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

ARTICLE 11

PART-TIME EMPLOYEES

Permanent part-time employees shall receive the benefits provided for regular Township employees in the areas of holidays, sick leave, and vacation leave at a proration equal to the percentage of time they normally work. They shall receive full Township medical, dental and optical benefits for themselves i.e. single coverage.

ARTICLE 12

MEDICAL BENEFITS

Bargaining unit members are currently under the Garden State policy for in-patient hospital care and the Equitable Life Assurance Society of the United States for out-patient, major medical, and accident insurance. Bargaining unit members are under Dental Care Program provided by the New Jersey Dental Service Plan, Inc., and are under the Blue Cross Prescription Program.

The Township may change these plans and vendors provided that the overall benefit level remains the same or is improved.

Effective January 1, 1984, the vision care benefit shall be modified as shown in Appendix A "Vision Care Benefit".

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. An employee exercising the benefit shall receive reimbursement of the cost of the physical but not to exceed \$100.00 providing proof of the examination is provided, with results if requested and a statement evidencing the cost of the physical.

For 1984, the maximum amount subject to reimbursement shall be \$125.00.

ARTICLE 13

HOLIDAYS

The Township designates the following Holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Election Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
One day designated by Township Committee

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceeding Friday.

Should an official holiday occur while an employee is on sick or vacation leave, the employee shall not have that holiday charged against sick or vacation leave.

If a dispatcher requests it, the holiday may be celebrated at a different day than the regularly scheduled, with the approval of the supervisor.

ARTICLE 14

VACATION

Full-time permanent employees shall be granted a vacation leave, with pay, each year in accordance with the following schedule:

1. Employees with five or less years service shall earn one working day of vacation for each month of service.
2. Employees with over five years service shall be entitled to working days of vacation leave annually as follows:

Upon completion of:

Five years service.....16 days

Ten Years service.....18 days

Fifteen years service....20 days

In no event shall an employee be entitled to earn more than twenty days of vacation leave per year.

ARTICLE 15

PERSONAL DAYS

All bargaining unit members shall receive three personal days each year. A request for a personal day shall be submitted in writing to the supervisor at least 3 days in advance. However, in cases of emergency, an employee may call in to the supervisor that he/she is taking a personal day.

ARTICLE 16

BEREAVEMENT LEAVE

Each bargaining unit member may be granted upon approval of such employee's department head, time off with pay, not to exceed four (4) days, in the event of a death in his/her immediate family. The term "immediate family" for the purpose of this policy shall mean the father or mother, wife or husband, brother or sister, son or daughter, mother-in-law or father-in-law, brother-in-law, sister-in-law, and grandparents and grandchildren of the employee.

After the expiration of four days of bereavement leave, the employee has the option of using accumulated vacation and personal days in order to extend his/her time off due to extenuating circumstances resulting from the death of a spouse or child. If the employee has four or less days remaining, he/she shall have the right to charge against next year's vacation and personal days the difference between the number of days he/she has remaining plus five (5) days. If an employee has no vacation or personal days remaining, then he/she shall have the right to take up to 5 days advance leave against the next year's vacation and personal days entitlement as selected by the employee, upon application.

If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned. If any balance remains, the Township may collect same utilizing all remedies available to it.

ARTICLE 17

GRIEVANCE PROCEDURE

A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise), of any provision of this Agreement or regarding employment or the application of any rules, regulations, ordinance and/or statute which actually affects working conditions.

A grievant is defined as any individual or entity which has been, is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of a grievance. The Union may initiate or file a grievance on behalf of an injured or unavailable Employee.

When disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance. All other rights and benefits under this Agreement shall be available to the Employee during the pendency of any disciplinary proceedings.

Grievance, disputed or controversies which may arise shall be resolved in the following manner:

1. A written grievance shall meet the following specifications:
 - (a) It shall be specific.
 - (b) It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue.
 - (c) It shall specify the section of the Agreement or Rule or Regulation or Statute or Ordinance which has been allegedly violated, misapplied or as to which the dispute arises.

(d) It shall state the relief requested.

(e) It shall contain the date of the alleged dispute, controversy or issue.

(f) It shall be signed by the grievant.

2. Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.

3. Step Procedure:

Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she knew or should have known of its existence, the aggrieved Employee shall discuss his complaint with his immediate supervisor. It shall be discussed verbally and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within three (3) working days, the grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the immediate supervisor at Step One. In no event shall a grievance be initiated more than thirty (30) calendar days after its occurrence or more than thirty (30) calendar days after the grievant first knew or should have known of its existence. The supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limit in preparing a written grievance or written response may be waived by mutual agreement. If in the event the supervisor is the Department Head, the grievance shall commence at Step Two.

Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall then be submitted in writing, by the grievant, to the Department Head with a copy to the Township Administrator. The Department Head shall submit his written answer, to the grievant, within seven (7) calendar days. This time limit may be waived by mutual agreement.

Step Three: In the event the grievance shall not have been resolved at Step Two, or if no written response from the Department Head is received by the grievant, then, the grievance shall be submitted to the Township Administrator, by the grievant. The Township Administrator shall investigate and report his findings and recommendations, in writing, within seven (7) calendar days to the grievant, the Department Head and to the Attorney or representative for the grievant, if any. Any employer grievance will be filed with the Union President at Step Three. The Union President shall respond, in writing, within seven (7) calendar days to the Township Administrator. The times indicated may be extended by mutual agreement.

Following the submission of the Township Administrator's answer, (or the Union President as indicated in Step Three for employer grievances) matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Step Four: In the event the grievance shall not have been resolved at Step Three, then the grievance will be transmitted and submitted, by the Township Administrator, to the Township Committee. The Township Committee shall schedule and hold a plenary hearing within twenty-one (21) days of the receipt of the grievance from the Township Administrator. The Committee shall hear the matter and render its decision within fourteen (14) days of the completion of the hearing. The Township Committee shall, in advance of the plenary hearing, notify all parties of the date, time and place of the hearing within ten (10) days prior to the scheduled hearing date. All parties may be represented by an attorney during the plenary hearing. The times indicated may be waived or extended by mutual agreement. All decisions of the Township Committee shall be by a majority vote.

Step Five: In the event the grievance shall not have been resolved at Step Four, and in the instance of an employer grievance at Step Three, then the grievant may seek relief at arbitration as herein specified, except that in all matters involving Federal or State constitutional issues or Civil Rights questions, the grievant shall have the right to seek a resolution of his grievance either at binding arbitration or in the Courts. In all respects the initiation of binding arbitration or Court process shall begin within forty-five (45) days after receipt of a written resolution from the Township Committee, which resolution shall embody the decision of the Committee.

4. Arbitration:

A. Arbitration requests shall be directed to the Public Employee Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on his request. The request shall specify the particulars of the grievance and the Agreement provision(s) allegedly violated.

B. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employees Relations Commission.

C. The arbitrator shall hold the hearing at a time and place convenient to the parties. The arbitrator shall issue his decision within twenty-one (21) days after the close of the hearing. The decision of the arbitrator shall be served upon the Employee aggrieved, the Employee's representative, the Township and the Union, in writing. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable under the express terms of this Agreement. Once a preliminary determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

D. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance procedure at Step One. This paragraph shall not be construed as to limit the submission of proofs by the parties.

E. An arbitrator shall not have the power or authority to add to, subtract from, or modify the provisions of this Agreement or the Laws of the State of New Jersey, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall not submit observations or declarations of his opinions which are not relevant in reaching the determination. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of the Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement, except as provided within the Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of the terms of this Agreement or to limit or impair any right that is reserved to the Township or the Union or Employee or to establish or change any wage or rate of pay that has been agreed to in this Agreement, except where the arbitrator finds that a clause in this Agreement is illegal or unconstitutional.

F. The Union may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the Township shall consent that such withdrawal of discontinuance is without prejudice.

G. The decision of the arbitrator is final and binding upon both parties and the grievance shall be considered permanently resolved.

H. The expenses of the arbitrator shall be shared equally by both parties. Each party shall make arrangements for and pay the witnesses which are called by it.

I. If the Public Employees Relations Commission is abolished or its mission substantially changed, to the extent of it handling arbitrable matters, the parties shall meet to agree upon another method for choosing an arbitrator.

5. General Provisions and Exceptions to Grievance Procedure:

A. No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.

B. Grievance resolutions or decisions at Step One through Step Four shall not constitute a precedent in any arbitration or other proceeding unless a specific Agreement to that effect is made by the Township and the Union.

C. Where a grievance involves, exclusively, an alleged error in calculation of salary payment, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

D. Where a grievance has been previously submitted in writing and the grievant requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the grievant or a representative of the Union may be granted permission and reasonable time to a limit of four (4) hours to investigate, without loss of pay. Such time release shall not be unreasonably withheld and upon request, can be extended beyond a four (4) hour limit for specified reasons if the circumstances warrant an exception to this limit.

E. The aggrieved Employee and his designated Employee Representative shall be allowed time off without loss of pay:

(a) As may be required for appearance at a hearing of the Employee's grievance scheduled during working hours.

F. Where the Employee of the Union requests Employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during his normal scheduled working hours. The witnesses to appear for the grievant shall, when called to testify, be excused from duty with no loss of pay.

G. The Township agrees to make available to the Union all public information concerning the Township together with information which may be necessary to process any grievance or complaint.

ARTICLE 18

DISCIPLINE

No employee may be disciplined except for just cause. Any grievance concerning discipline shall be initiated at Step 3 of the Grievance procedure and may be appealed through the arbitration step, Step 5.

Discipline includes written warnings, suspension, demotion, termination, and other penalties imposed by the Township. The employee shall be notified in writing of the charges and specifications.

ARTICLE 19

SENIORITY

Seniority is defined as an employee's total length of service from date of hire.

Permanent employees shall, upon successful completion of their probationary period, be considered to have seniority back to their date of hire with the Township. Temporary full-time employees, upon being permanently hired by the Township, shall be considered to have seniority back to their original date of hire into temporary, employment with the Township.

Permanent part-time employees will receive part-time seniority pro-rated according to the percentage of time they have worked. This part-time seniority will only be compared with other part-time seniority, not with the seniority accrued by full-time employees. Permanent part-time employees, upon being hired by the Township as permanent full time employees, shall be considered to have seniority pro-rated back to their date of part-time hire with the Township. This seniority shall be considered as a part of their regular seniority, to be used in matters affecting promotion and lay-off.

Seniority shall accumulate until there is a break in service. A break in service occurs when an employee resigns, retires, or is terminated.

If an employee is laid off, his/her seniority shall be retained until employee is recalled or refuses to be recalled. Seniority shall continue to accrue during any period of absence due to sick or injury leave, maternity leave up to one year, military leave or paid leave of absence.

ARTICLE 20

LAYOFF AND RECALL

In the event layoffs become necessary, such layoffs shall be based on the inverse order of seniority. The Township shall notify the Union at least two weeks in advance of scheduled layoffs.

When vacancies occur thereafter, each laid off employee shall be rehired upon a basis of seniority and prior to the employment of any new person provided, however, they accept work in that classification where vacancy exists and further provided that those recalled have the demonstrated ability and qualification to perform the available work as determined by the Township. Any laid off employee who fails to report for duty within twenty-five (25) days after the mailing to him of a written notice, postage prepaid, registered, to the last address known to the Township and return receipt requested, shall lose his rights to be rehired hereunder. For the purpose of this Section, employees laid off will be called back during a two (2) year period only.

ARTICLE 21

UNION PRIVILEGES

The Union shall be allowed to conduct normal business meetings on Township property, provided that space is available, and requests are made at least 1 week in advance. Employees may attend such meetings only during off duty hours.

An employee of the Township who is a duly authorized delegate of the local Union may take a paid leave of absence to attend the International Convention, and Council 1 and 73 Conventions. The total days available for union leave for the bargaining unit are 2 days for one year.

ARTICLE 22

BULLETIN BOARDS

The Union shall be permitted to place one bulletin board in the Municipal Building, at a site to be agreed upon. The size shall not exceed 2 feet by 3 feet and shall be acceptable in appearance by the Township. The bulletin board shall be used only for the following notices.

- a. Recreational and social affairs of the Union.
- b. Union meetings.
- c. Union elections.
- d. Reports of Union Committee.
- e. Ruling of policies of the International Union.

Notices of announcements shall not contain anything political or controversial, or anything reflecting upon the Township, any of its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted. Any Union authorized violation of this Section shall entitle Management to cancel immediately the provisions of this Section and remove the bulletin boards. In the event any non union authorized material is posted on Bulletin Boards, it shall be promptly removed by the Union President, or his/her designee, upon notification by Management. All material placed on the board must bear the signature of an officer of the Union.

ARTICLE 23

LABOR MANAGEMENT MEETINGS

The Township and the Union shall meet as needed and as mutually agreed upon for the purpose of reviewing the administration of the Agreement and to discuss other matters of general interest. These meetings are not intended to by-pass the grievance procedure nor to be considered collective bargaining meetings, but rather are intended as a means of fostering good employment relations through communication between the parties. The Union shall have two local representatives and one Council 73 representative at these meetings.

ARTICLE 24

DISPATCHERS

1. Clothing

Each dispatcher shall receive an annual clothing allowance of \$150.00 subject to the following.

A. New Employees

Whenever the Township hires a new dispatcher for fulltime work, subject to a six (6) month probation period, said employee shall not be entitled to the normal clothing allowance given to other dispatchers. However, the Township shall provide a full set of uniforms, consisting of two (2) long sleeve and two (2) short sleeve shirts, two (2) pair of slacks or skirts, one (1) tie.

All new employees who fail to satisfactorily complete the six (6) month probationary period and are terminated shall be required to return the uniforms. 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.

B. For purposes of this contract, the effective date of this benefit is June 1, 1982 and payment if the allowance for those eligible shall be paid on or before July 15, 1982. Thereafter, payment of the allowance shall be on or before March 30.

2. Shift Differential

A. Each dispatcher on duty between the hours of 4:00 p.m. and 8:00 a.m. shall receive a rate differential increase in pay for each hour actually on duty.

B. Dispatchers on duty between the hours of 4:00 p.m. and 12:00 Midnight shall be entitled to a rate differential increase in pay of 18¢ for each hour actually on duty.

C. Dispatchers on duty between the hours of 12:00 Midnight and 8:00 a.m. shall be entitled to a rate differential increase in pay of 28¢ for each hour actually on duty.

D. These shift differentials shall be in effect starting June 1, 1982.

3. Overtime

Overtime shall be distributed equally among the dispatchers in accordance with the Overtime Equalization Policy. When a shift is short one or more dispatchers, the dispatchers will be given the first opportunity for overtime in each case.

ARTICLE 25

EDUCATION

All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in the amount of \$20 per credit hour.

ARTICLE 26

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 Union. All employment definitions, employment policies, especially EEO/ Affirmative Actions, Personnel Actions, Employee Benefits, Leaves and Other policies set forth in the PPPM shall remain in effect except as specifically modified by this Agreement.

ARTICLE 27

RULES AND REGULATIONS

In accordance with NJSA 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the union before they are established.

ARTICLE 27A

MISCELLANEOUS

The sick leave incentive plan described in the Personnel Policy and Procedure Manual shall continue in effect during the life of this contract.

ARTICLE 28

DURATION

This Agreement shall be effective as of the first day of January, 1983, and shall remain in full force and effect until midnight on December 31, 1984. This agreement may be reopened for 1985 contract negotiations by either party upon notice in writing of at least sixty days and no more than 120 days prior to December 31, 1984.

Muriel A. Calvanelli
President, Local 2242
AFSCME, AFL-CIO, Council 73

Carolyn McCann

Stanley B. Shultz

Kathleen A. Hoyle

Carol A. Sigle

Janet C. Schwa

APPENDIX A

<u>Job Title</u>	<u>Job Title</u>
Civilian Dispatcher	Account Clerk I
Clerk (Part-time)	Account Clerk I
Deputy Court Clerk	Chief Payroll Clerk
Secretary	Fire Sub-Code Official (Part-time) and
Assistant Collector-Tax	Fire Prevention Inspector (Part-time)
Bus Driver	Assistant Assessor
Administrative Secretary	Switchboard Operator/ Receptionist
Administrative Secretary	Assistant Engineer
Assistant Clerk	Plumbing Sub-Code Official
Building Inspector	Account Clerk I
Building Sub-Code Official	Engineering Inspector
Records Clerk	Environmental Sanitarian
Chief Records Clerk	Secretary
Account Clerk II	Deputy Court Clerk
Assistant Collector/Water & Sewer	Clerk/Deputy Registrar (Part-time)
Administrative Secretary	Senior Engineering Aide
Clerk Typist (Temporary)	Account Clerk I
Clerk Typist	Clerical Aide (Part-time)
Secretary	Sanitarian
Civilian Dispatcher	Civilian Dispatcher
Court Clerk & Violations Clerk	Civilian Dispatcher
Administrative Secretary/ Registrar	
Civilian Dispatcher	
Assistant Treasurer	

APPENDIX B

OVERTIME EQUALIZATION CHART
PROCEDURES

SCORING:

Record the date at the top of the first available column (left to right). Record the Nature of the Detail at the bottom of the column as well as the person making the calls.

A block by each officer is scored into 3 sections. The upper left section should be used to record the key (sick, working, ect.). The lower left section contains the number of hours of the detail. This number is to be recorded in red ink if the detail is refused and in black ink if the detail is accepted. The larger block to the right contains the total chargeable overtime worked and is recorded in black.

SELECTION:

To determine the order of selection of men for overtime; locate the total column with the smallest number and that officer will be called first. However, if a tie exists as to the least total overtime, the most senior officer (closest to the top of the list) will be called first.

If the detail is over 4 hours in length, officers scheduled for regular duty during an adjoining shift shall not be ~~called~~ ^{charged more than 4 hours} ~~eligible for overtime~~ for refusal to work. They can be offered the O.T.

Upon selection of men for the detail, overtime totals are then to be brought across for every officer, with those listing the hours in red being included in the total.

VISION CARE BENEFITS

For You and Your Family MembersBenefits Payable

If you or any of your family members, while insured for Vision Care Benefits, incur expenses for an eye examination by an optometrist or an ophthalmologist or for charges for lenses to correct vision or for eyeglass frames, payment will be made up to the amount shown in the Vision Care Schedule for the examination, lenses and frames.

No payment will be made for more than one examination and one pair of lenses during any 12 month period or for more than one pair of frames during any 24 month period.

Benefits Following Cancellation

Payment will be made for expenses incurred for frames and lenses ordered within 30 days after cancellation of insurance provided the expenses are incurred as a result of an eye examination, which took place prior to termination of insurance.

Limitations

No payment will be made for:

1. medical or surgical treatment of the eye;
2. lenses which are not medically necessary and are not prescribed by an optometrist or ophthalmologist, or frames for such lenses;
3. sunglasses; whether or not prescribed;
4. replacement of lenses unless an examination reveals that, using the existing prescription, a visual defect equal to at least one-half of one diopter in strength exists or a change of at least 10% in axis for astigmatism is required;
5. care not listed in the Vision Care Schedule;
6. tinted lenses prescribed by the examiner when over Rose Tints No. 1 or No. 2; or
7. charges for the excess cost of lenses over 65 millimeters in diameter.

Care Provided

Maximum Payment

Examinations.....	\$ 25.00
Lenses, Pair	
Single Vision.....	\$ 20.00
Bifocal.....	\$ 40.00
Trifocal.....	\$ 50.00
Lenticular.....	\$ 65.00
Contact Lenses	
If, following cataract surgery, or when visual acuity cannot be corrected to 20/70 in the better eye by conventional lenses.....	\$ 90.00
Other Contacts.....	\$ 40.00
Frames.....	\$ 20.00