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AGREEMENT BETWEEN

Mayor, City of

New Brunswick, Middlesex

County, New Jersey

Employer ,

- and -

New Brunswick Municipal

Employees Association

Employees

THIS BOOK IS  
NOT CIRCULATE

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DATED:

1970-1971

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by and between the Mayor of the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City" and the New Brunswick Municipal Employees Association, hereinafter referred to as the "Employees."

ARTICLE I - PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and the Employees; to prescribe the rights and duties of the City and Employees; to provide for the resolution of legitimate grievances, all in order that the Public Service shall be expedited and effectuated in the best interests of the people of the City of New Brunswick and its employees.

ARTICLE II - INTERPRETATION

It is the intention of the parties that this agreement be construed in harmony with the rules and regulations of the Civil Service Commission and Chapter 303.

ARTICLE III - RECOGNITION

The City recognizes the New Brunswick Municipal Employees Association as the exclusive bargaining representative for all employees, including nurses, but excluding other professional employees policemen, crossing guards, firemen, officials, heads and deputy heads of departments and agencies, members of boards and commissions, managerial executives, and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote or effectively recommend same.

ARTICLE IV - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of this agreement or any complaint by an employee as to any action or non-action taken towards him which violates and right arising out of his employment.

Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with the terms of this agreement.

STEP 1.

The association steward together with the employee shall present the employee's grievance in writing to the employee's supervisor within 10 days of its occurrence or within 10 working days after the employee becomes aware of the event. The supervisor shall attempt to adjust the matter and shall respond to such steward and employee in writing within 5 working days.

STEP 2.

If the grievance remains unsettled or unanswered by the supervisor, it shall be presented in writing by the association steward or the association grievance or executive committee to the Department Director within 7 working days after the supervisor's response is due. The Department Director shall respond to the association steward or the grievance or executive committee in writing within 5 working days, except where Mayor is the Department Director, than Step 2 is by-passed.

STEP 3.

If the grievance remains unsettled or unanswered by the Department Director, it shall be presented in writing by the association grievance or executive committee to the Business Administrator

within 7 working days after the Department Director's response is due. The Business Administrator shall respond in writing to the association grievance or executive committee within 5 working days.

STEP 4.

If the grievance remains unsettled or unanswered by the Business Administrator, it shall be presented in writing by the association grievance or executive committee to the Mayor within 7 working days after the response of the Business Administrator is due. The Mayor shall respond in writing to the association grievance or executive committee within 10 working days. The association grievance or executive committee may request a meeting with the Mayor within 5 working days after the response from the Mayor is due.

STEP 5.

If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within 30 working days of receiving the answer from the Mayor or within 30 working days of the time when the answer in writing from the Mayor was due.

ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the City and the employee cannot mutually arrive at a satisfactory arbitrator within 30 working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator.

The arbitrator shall hear the matter on the evidence and within the meaning of this agreement and such rules and regulations as may be in effect by the Civil Service Commission by the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared by the city and the employees. Any steward or officers of the association required in the grievance procedure to settle disputes on an arbitration shall be released from work without loss of pay for such purpose and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

#### Extensions and Modifications

Time extensions may be mutually agreed to by the city and the employees.

#### ARTICLE V - CHECK OFF

5.1 The employer agrees to check off association dues and assessments uniformly arrived at and pay over such money to the duly elected treasurer of the employees. Employees will file authorization forms with the employer, signed by each employee prior to such deduction.

#### ARTICLE VI - EMPLOYEE REPRESENTATION

6.1 The association must notify the city as to the names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each facility. Representatives of the association, who are not employees of the City of New Brunswick, will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing association representation matters without notifying the head of the department or division.

6.2 Stewards and accredited employee representatives shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing association representation matters by obtaining permission from the head of the department or division.

#### ARTICLE VII - DISCRIMINATION

The City and the employee both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunities for improvement or jobs or as a condition of employment, The City further agrees it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the association nor will the city encourage membership in any other association or union or do anything to interfere with the exclusive representation of the city in the appropriate bargaining unit.

#### ARTICLE VIII - SENIORITY

All employees of the city of New Brunswick shall be credited with seniority from date of employment, which shall be called employment seniority.

For such jobs as are covered by Civil Service, there shall be Civil Service classification seniority dating from the time that the employee is certified to a Civil Service position by the Civil Service Commission.

In the case of reduction of force or elimination of a position, Civil Service classification shall govern. Employee shall be laid off beginning with the employees having the least seniority in a classification. Employees shall be recalled according to Civil Service seniority with the greatest seniority on lay off being recalled first.

Notice of all vacancies shall be posted. There shall be appropriate bulletin boards with the minimum of one in every building where there are employees.

Whenever a vacancy is posted or a newly-created position is posted, the type of work, place of work, rate of pay, hours of work, classification and special eligibility, if any, shall be on the notice. The notice shall be on the bulletin board for sufficient period of time so that all employees shall have an opportunity to file for the position. That is to say, no less than two (2) weeks before the vacancy is to be filled.

The seniority list shall be brought up to date on July 1st of each year and posted on the bulletin boards. Such list shall contain date of hire and classifications. A copy of the seniority list shall be mailed to the president of the association.

It is the intent of this agreement that employees shall be placed on Civil Service. However, it is recognized that there will be from time to time employees classified as temporary or provisional for more than six (6) months. In such case the association shall have the right to review the circumstances involving the temporary or provisional employment and if no agreement can be reached on the matter it can be moved to the appropriate step in the grievance procedure.

#### Promotions and Transfers

Promotions and transfers shall be made in accordance with Civil Service rules and regulations to determine employee eligibility with the most senior employee certified by Civil Service to be given the job provided veterans benefits are not violated.

ARTICLE IX - LEAVE OF ABSENCE

Leave of absence shall be available upon request to members of the association to attend institutes or educational conferences up to five (5) working days per year with pay. Requests shall be cleared with the Business Administrator.

Military Leave - (a) permanent employees who enter upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service and three months thereafter. In case of service-connected illness or wound which prevents him from returning to his employment, such leave shall be extended until three months after recovery, but not beyond the expiration of two years after the date of discharge:

(1) An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily reenters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his employment and resigned. (b) A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence for such period of training. Such leave is not considered military leave. (c) An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned. (d) A permanent employee who is a member of the national guard or naval militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation.



(e) A full-time temporary or provisional employee who is a member of the national guard or naval militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay or without pay as provided by regulation.

Leave Without Pay to Fill Elective Office - (a) A permanent employee shall be granted a leave without pay to fill elective public office for the period of the term of such office. (b) Upon expiration of said term, such person shall be entitled to resume his position provided he applies for the same prior to the expiration of the leave and provided he shall return to duty within six years after commencement of his leave. Should the term expire after six years from the commencement of the leave, the employee's name shall be placed on a special reemployment list upon the expiration of such six year period.

Leave of Absence Without Pay - An employee holding a position who is temporarily either mentally or physically incapacitated to perform his duties or desires to engage in a course of study such as will increase his usefulness on his return to the service or for any reason considered good by the director of the department in which the employee is employed, may be granted special leave of absence for a period not exceeding six months, which leave may be extended for an additional period not exceeding six months.

#### ARTICLE X - HOLIDAYS

10.1 The following holidays with pay shall be observed: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, and Christmas.

10.2 If a holiday falls on a Sunday, it shall be observed the following Monday. If a holiday falls on a Saturday, it shall be observed on that preceding Friday. Sections 10.1 and 2 shall be modified to the extent that they shall be controlled and observed in accordance with the "National Holiday Monday Act."

10.3 Where it is necessary to maintain regular service which requires an employee to work on a holiday, such employee shall be compensated by receiving 1½ times his hourly rate for the hours he actually worked on that holiday in addition to his holiday pay.

10.4 In the event that a holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day, and should a holiday occur while an employee is on sick leave, he shall not have that day charged against his accumulated sick leave.

#### ARTICLE XI - VACATIONS

11.1 Vacations shall be scheduled as far as possible in advance giving consideration to the individual needs of the employees. Employees will submit in writing prior to May 1, what their preferences are. In case of conflict in any division, seniority shall prevail. Anyone wanting an earlier vacation shall notify the employer at least one (1) month prior to the date of the beginning of the vacation. In case of conflict in any division, seniority shall again prevail.

11.2 The following vacation schedule will prevail unless and until Civil Service regulations shall improve the vacation schedule, in which case the revised Civil Service vacation schedule will take place of the schedule herein: One working day's vacation for each month of service from the date of regular appointment up to and including December 31st next following such date of appointment, twelve working days' vacation for each succeeding calendar year up to and including ten years of service and fifteen working days vacation for each succeeding after ten years of service up to twenty years of service and twenty working days vacation for each succeeding calendar year after twenty years of service.

The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in determining annual vacation leave provided under this schedule.

Vacation allowance must be taken during the current year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

When requested, vacation pay shall be granted the day before the employee's first vacation day.

Whenever a permanent employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

#### ARTICLE XII - SICK LEAVE

Sick Leave With Pay - One working day's sick leave with pay for each month of service from the date of regular appointment up to and including December 31st next following such date of appointment and fifteen days' sick leave with pay for each calendar year thereafter.

If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulated sick leave with pay and when needed. Sick leave for the purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee, or death in the immediate family.

An employee who has been absent on sick leave for periods totaling ten days in one calendar year consisting of periods of less than five days, shall submit acceptable medical evidence for any additional sick leave in that calendar year unless such illness is of a chronic or recurring nature, absences of one day or less in which case only one certificate shall be necessary for a period of six months.

The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action.

For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother, mother-in-law, father-in-law, or other near relative who resides in the same house as the employee. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family. Sick leave for a period greater than five days or totaling more than ten days in one calendar year shall be granted only on the certificate of the departmental physician or a reputable physician, in which it is certified that the leave requested is within the provisions of the statutes and these rules, except that sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of the local department of health, and in case of death in the family upon such reasonable proof as the department head shall require. The total years of service of an individual employee after permanent appointment shall be considered in computing accumulated sick leave due and available.

Disability Leave with Pay - Any employee who is disabled because of occupational injury or disease may, on the recommendation of the appointing authority and approval of the Civil Service Department, be granted a leave of absence with full pay, with reduced pay, or with full pay for a certain period and reduced pay thereafter, contingent upon the availability of departmental funds legally usable for this purpose. Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of workmen's compensation award under the New Jersey Workmen's Compensation Act for temporary disability:

1. Such leave shall not be granted beyond one year from the date of injury or illness,
2. The appointing authority shall furnish the Department of Civil Service with such medical or other proof relating to the injury or illness and the continued disability of the employee.

Further disability leave shall be provided in accordance with RS-11:24A-4 of the State of New Jersey.

Sick Leave List. The sick leave list shall be brought up to date on July 1st of each year, by the division head. A copy of the sick leave lists shall be mailed to the president of the association.

#### ARTICLE XIII - WORK WEEK

13.1 The City has the right to determine the work week within the guideline of Federal and State laws and Civil Service Regulations except that no change will be made in the present work schedules without prior negotiations with the association.

13.2 All employees shall be paid straight time up to 8 hours per day; time and a half after 8 hours in any day plus time and a half pay for any 6th, and/or 7th day and/or holiday worked.

13.3 No temporary seasonal employee will work beyond the normal work day or on a 6th or 7th work day or holiday of certified full-time employees, unless certified full-time employees are unavailable.

13.4 Those divisions which are presently on a thirty-five hour week will receive pay for the eighth hour in any work day a straight time rates. There will be no pyramiding of overtime on overtime.

ARTICLE XIV - HEALTH AND WELFARE

14.1 The employer agrees to assume the full cost of family coverage of Blue Cross, Blue Shield, Rider "J", and major-medical insurance.

14.2 Any improvement in the Public Employees Retirement System will become a part of this contract.

ARTICLE XV - MISCELLANEOUS

15.1 The employer agrees to provide safety equipment where needed.

15.2 Coveralls will be provided for men in the department of Public Works. They will get the maximum of 4 sets of coveralls per year and it will be their responsibility to maintain these.

15.3 Miscellaneous and general provisions:

a. Jury duty - Any employee called to jury duty shall not lose any pay during such time as he serves upon jury.

b. Any employee suffering bereavement by reason of death in his family shall receive up to three working days off without loss of pay for purpose of attending funeral or arranging for his personal affairs. In special situations where the request is reasonable, such time may be extended up to seven (7) days.

c. No employee shall be discharged or disciplined in any manner or form without just and equitable cause.

d. If any provisions of this agreement are in conflict with applicable Federal or State law, such part shall be suspended and the appropriate applicable provisions shall prevail, without affecting the remainder of this agreement.

e. In the event that Federal or State law provides rights, privileges, or benefits which presently do not exist or prevail, such additional rights, privileges, or benefits shall be incorporated in this agreement and become part hereof.

ARTICLE XVI - TERMINAL LEAVE

Terminal leave shall be granted to all employees who retire at the age of 60 or older at the rate of 30% of accumulated sick leave at the time of retirement.

ARTICLE XVII -

250 copies of this agreement shall be printed with the cost to be shared equally between the employer and the employee.

ARTICLE XVIII - PART-TIME EMPLOYEES

Permanently certified part-time employees who work 20 or more hours in a work week shall receive the same benefits except the benefits shall be pro-rated and the premium cost of the medical insurance will be shared on a pro-rated basis to be decided by the Finance Director.

ARTICLE XIX - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; schedule work; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the

efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's decisions on those matters are not within the scope of collective bargaining, but notwithstanding the above, questions concerning the practical impact that decisions on the matters have on employees, such as questions of workload or manning are within the scope of collective bargaining.



and the conditions of employment shall be improved wherever specific provisions for improvement are made in this agreement.

ARTICLE XXII

DURATION OF AGREEMENT

The terms and effects of this agreement shall be in force commencing January 1, 1970, and shall remain in effect in full force through December 31, 1971.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1970 by the duly authorized representatives of the parties hereto.

Board of Commissioners of the City of New Brunswick

*Daniel J. Sheehan*  
*William J. DeBell*  
*Victor P. Keenan*  
*Thomas J. [unclear]*  
*Alfred [unclear]*

Firemen's Mutual Benevolent Association--Local #17

*Frederick B. [unclear]*  
*Edward J. [unclear]*  
*James M. [unclear]*  
*Russell F. [unclear]*