

2004

AGREEMENT, dated the 16th day of April, 1992, by and between the Mayor and the Council of the City of New Brunswick, Middlesex County, New Jersey, hereinafter referred to as the "City" and the New Brunswick Municipal Employees Association/Local 29, RWDSU, AFL-CIO, hereinafter referred to as the "Association."

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 of the State of New Jersey, as amended, to promote and ensure harmonious relations, cooperation and understanding between the City and the Association; to prescribe the rights and duties of the City and the Association; 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 statutes, rules and regulations that relate to the Department of Personnel Laws and to the New Jersey Employer-Employee Relations Act.

ARTICLE III - RECOGNITION

The City recognizes the Association as the exclusive bargaining representative for all employees, excluding professional employees, Police Officers, Crossing Guards, Fire Fighters and Elected Officials; Heads and Deputy Heads of Departments, Divisions and Agencies; members of boards and commissions, managerial executives; and all Supervisors and Foremen having the power to hire, discharge, discipline, evaluate employees, promote, or effectively recommend same, and confidential employees.

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/her which violates any right arising out of his/her employment.

STEP 1. A representative of Local 29, through the Association and/or the affected employee shall present the employee's grievance in writing to the employee's department head or his/her designee within thirty (30) working days of its occurrence or within thirty (30) working days after the employee becomes aware of the event. The department head or his/her designee shall attempt to adjust the matter and shall respond to the Association representative and employee in writing within five (5) working days of the receipt of the grievance.

STEP 2. If the grievance remains unsettled or unanswered by the department head or his/her designee, it shall be presented in writing by the association grievance or executive committee to the Personnel Manager or his/her designee within seven (7) working days after the department head's response is due. The Personnel Manager shall respond in writing to the association grievance or executive committee within ten (10) working days.

STEP 3. If the grievance remains unsettled or unanswered by the Personnel Manager, it shall be presented in writing by the association grievance or executive committee to the City Administrator within seven (7) working days after the response of the Personnel Manager is due. The City Administrator shall respond in writing to the association grievance or executive committee within ten (10) working days. The association grievance or executive committee may request a meeting with the City Administrator within five (5) working days after the response from the City Administrator is due.

STEP 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) working days of receiving the answer from the City Administrator or within thirty (30) working days of the time when the answer in writing from the City Administrator is due.

Any employee given a certain number of days reprimand shall begin his/her suspension period within five (5) working days of being notified. If, however, a grievance is submitted, then the suspension period shall start no later than five (5) working days after the grievance is settled or such action shall be come void.

ARBITRATION

A. Arbitration requests shall be directed to the Public Employment Relations Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request. The request shall specify the particulars of the grievance and the contract provisions allegedly violated.

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

C. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the subject matter or the dispute. The decision of the arbitrator will be served upon the employee or employees aggrieved, the City and the Association in writing. It shall be the obligation of the arbitrator, to the City and the Association, to make his best effort to rule on the cases heard by him/her within twenty-one (21) calendar days after the hearing.

D. Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievance and issues submitted in the grievance and issues submitted in the grievance procedure at Step 1. This paragraph shall not be construed so as to limit the submission of proofs by the parties.

E. The power and authority of the arbitrator shall be strictly limited to a determination and the interpretation of the terms of this Agreement, as herein expressly set forth. He/she shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City or the Association 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 the Agreement is illegal or unconscionable.

F. The Association may not withdraw any notice of its desire to arbitrate a case or otherwise discontinue arbitration proceedings except with prejudice, unless the City shall consent that such withdrawal or 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 Employment 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.

J. Any steward or officer of the Association required in the grievance procedure to settle disputes or any arbitration shall be released from work without loss of pay for such purpose and any witness reasonable required shall be made available during working hours without loss of pay for the purpose of resolving any grievance or arbitration matter.

ARTICLE V - ADMINISTRATION OF AGREEMENT

A. A committee consisting of City and Association representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom.

B. Said committee meetings shall be scheduled some time during the third weeks of March, June, September and December. For the purpose of this Agreement, these meetings are not intended to by-pass the grievance procedure nor to be considered collective negotiation meetings but rather are intended as a means of fostering good and sound employment relations through communications between the parties.

C. Either party may request a meeting and shall submit a written agenda or topics to be discussed seven (7) days prior to such meeting.

D. A maximum of five (5) employee representatives of the Association may attend such quarterly meetings and if held during regular work hours, they shall be granted time to attend without loss of pay.

ARTICLE VI - RIGHTS AND PRIVILEGES OF ASSOCIATION

A. The Association shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Association representatives and/or shop stewards and such Association representatives and/or shop stewards shall not be discriminated against due to their legitimate Association activities.

B. Association officers, representatives and/or shop stewards shall have the right to enter upon the premises of the employer during working hours for the purpose of conducting normal duties relative to the enforcement of this Agreement, provided reasonable advance notice is given and so long as such visits do not interfere with proper service to the public, or the normal duties of the employees.

C. It is agreed that the Association will furnish to the employer a list of duly elected or appointed Association officers, representatives and shop stewards within fifteen (15) days after election or appointment. While serving as an Association representative and/or shop steward, an employee will not be promoted, reassigned or transferred to another location without seven (7) days prior written notice to the Association President.

D. An Association officer, representative and/or shop steward may arrange to check cards and time sheets as reasonable times, upon reasonable notice.

E. The employer agrees within seven (7) calendar days to make available to the Association all relevant information which may be necessary for the Association to process any grievance, unfair practice charge, arbitration or complaint. All such information shall be updated upon request. All requests shall be made through the City Business Administrator.

F. Wherever any representative of the Association or any employee is scheduled by the employer or the Association to participate during working hours in contract negotiations, grievance procedures, arbitration hearing, unfair practice charges, or other PERC hearings, PERC conferences or PERC meeting, the employees shall suffer no loss in pay. In matters involving grievance procedures, arbitration hearings or PERC matters, no more than three (3) Association representatives will be authorized to attend such meetings.

G. The Association shall have the free and unrestricted use of six (6) bulletin boards which shall be provided by the employer for their exclusive use. There shall be one bulletin board each in the City Hall, the Public Works Building, the Library, Police Department Building, Parks Building and the Water Utility Department.

ARTICLE VII - DUES CHECK OFFS AND REPRESENTATION FEES

A. 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 in monthly installments.

Employees will file authorization forms with the employer, signed by each employee prior to such deduction.

B. The employer agrees to check off a representation fee, in lieu of dues, in accordance with procedures set forth in Section C of this Article, to be assessed against employees who are not members of the Association, in an amount equal to 85% of the dues payable by members and to pay over such money to the duly elected treasurer of the Association in monthly installments.

C. REPRESENTATION FEE PROCEDURES:

1. Purpose of Fee:

If an employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee:

a. Notification

Prior to the beginning of each membership year, the Association will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount, plus 85% of any special assessments relating to contract administration or contract negotiations concerns.

b. Legal Maximum

In order to adequately offset the per capita cost of service rendered by the Association as the majority representative, the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

3. Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the City a list of those employees who have not become members of the Association for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deductions Schedule

The City will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deduction will begin with the first paycheck paid.

(1) ten (10) days after receipt of the aforesaid list by the City; or

(2) twenty (20) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the City in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after resumption of the employment in a bargaining unit position, whichever is later.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the City before the Association has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes

The Association will notify the City in writing of any changes in the list provided for in paragraph "a" above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, class titles and dates of employment for all such employees.

4. Demand and Return System

The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE VIII - DISCRIMINATION

The City and Employees Association both recognize that there shall be no discrimination by reason of sex, creed, race, national origin or age as far as employment is concerned or as far as any opportunities for improvement of 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 IX - SENIORITY

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

B. For such jobs as are covered by the Merit System, there shall be the Merit System classification seniority dating from the time that the employee is certified to a Merit System position by the Department of Personnel.

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

ARTICLE X - LAY OFF AND RECALL PROCEDURES

A. When it is necessary to lay off employees, the Association shall be notified at once, the lay off and procedures discussed and the conditions outlined below and the established protections administered by the Department of Personnel shall be observed.

B. Permanent employees will not be laid off before any emergency appointments, temporary appointments, provisional appointments to permanent positions or employees serving in working test periods with the classification affected. These non-permanent employees will be given minimum notice of at least two (2) weeks of any reduction in force.

C. The City will provide a maximum of forty-five (45) calendar days notice of lay off to any permanent employee to be affected.

D. Position classification seniority shall be the determining factor to be considered when identifying which permanent employees are to be laid off, consistent with the Department of Personnel rules and procedures.

E. Whenever possible, the City will try to avoid lay offs by transferring, reassigning or offering to demote employees to available vacancies without decreasing the employee's present salary.

F. Permanent employees affected by lay off requirements may exercise bumping rights with their position classification or to equated lower rated position classifications as provided.

G. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the position classification or equated position classification and no new employee shall be hired until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the employer with any address change while waiting for recall.

H. Permanent employees will be recalled to work in the reverse order in which they were laid off by the appointing authority. Notice of recall will be made in writing by certified mail, return receipt requested, to the employee's home address of record, with a simultaneous copy of the notice being sent to the Association.

I. (1) Any employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the date of mailing or be considered to have abandoned his/her recall rights.

(2) An employee recalled to his/her former or equated position classification must report for reinstatement or be considered to have abandoned his/her recall rights.

(3) An employee recalled to a position classification with a lower salary rate than his/her previous job classification may refuse such position and remain eligible for recall.

J. An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he/she is considered to have continuous service credit for computation of future earned vacation.

ARTICLE XI - DEPARTMENT OF PERSONNEL RULES AND REGULATIONS

A. The administrative and procedural provisions and controls of the Merit System Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained. Where the terms of the Agreement specifically indicate an understanding contrary to or in conflict with any such provision, the parties agree to negotiate the provision found to be illegal or illegitimate within 45 days of the declaration that the subject provision is illegal or illegitimate.

B. Employees who are scheduled to take open competitive examinations for the position in which the employee is provisional or promotional examinations administered by the Department of Personnel of the State of New Jersey shall be granted time off with pay to take such examination if they are scheduled during the work shift of the employee. Such privileges may not be abused.

C. It is the intent of this Agreement that employees shall be placed in the Merit System. 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 cases 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.

ARTICLE XII - NOTICE OF VACANCIES

A. Notice of all promotional and/or advanced title vacancies shall be posted and a written notice shall also be given immediately to the president of the employees Association. There shall be appropriate bulletin boards with the minimum of one in every building where there are employees.

B. 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 a 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.

ARTICLE XIII - PROMOTION AND TRANSFER PROCEDURES

A. Promotion means the advancement of an employee to a position classification with increased duties and responsibilities and at higher salary range.

1. All promotions, and other personnel transactions shall be made in accordance with Rules of the Department of Personnel.

2. Upon promotion of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

3. Upon promotion, an employee shall be informed of his/her new rate of pay one week in advance of the effective date.

4. It is agreed that employees in the service of the City of New Brunswick will be given preference over candidates not employed by the City of New Brunswick consistent with Department of Personnel statutes and regulations.

B. Any employee promoted shall be placed on a step by step basis in the salary range assigned to the promoted position and shall receive at the minimum a five (5) per cent increase. Any increase in pay due to a promotion shall not preclude an employee from receiving full benefit of any negotiated wage increase contained in this Agreement.

⁷ ARTICLE XIV - LEAVES OF ABSENCE

A. Reserved

B. MILITARY LEAVE

N.J.A.C. 4A:6-1.11 Shall Apply

C. LEAVE WITHOUT PAY TO FILL ELECTIVE OFFICES

1. A permanent employee shall be granted a leave without pay to fill elective public office for the period of the term of such office.

2. Upon expiration of said term, such person shall be entitled to resume his/her position provided he applies for the same prior to the expiration of the leave and provided he shall return to duty within six (6) years after the commencement of the leave, the employee's name shall be placed on a special re-employment list upon the expiration of such six (6) year period.

D. LEAVE OF ABSENCE WITHOUT PAY

N.J.A.C. 4A:6-1.1 (a) 2 Shall Apply

E. JURY DUTY

1. Any employee called to jury duty shall not lose any pay during such time as he/she served upon jury. Any compensation received for jury duty in excess of documented parking fees shall be turned over to the City immediately upon receipt.

F. BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee - spouse, parent, child, brother, sister, grandparent, grandchild, son-, daughter-, father- or mother-in-law, or any relative residing in the employee's household, the employee shall be granted three (3) days of leave of absence with full pay; or one (1) full day with full pay in the event of death of an aunt, uncle, brother- or sister-in-law or grandparent-in-law. Employees attending the funeral of a relative enumerated above which is held two hundred (200) miles or more distant from the employee's residence shall be granted one (1) additional day leave of absence with pay.

ARTICLE XV - HOLIDAYS

A. 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, Christmas and Martin Luther King's Birthday.

B. 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 the preceding Friday. Sections A and B shall be modified to the extent that they shall be controlled and observed in accordance with the "National Holiday Monday Act."

C. In the event that a holiday is observed during an employee's vacation, he/she shall not be charged a vacation day; and, should a holiday occur while an employee is on sick leave, he/she shall not have that day charged against his/her accumulated sick leave.

ARTICLE XVI - VACATIONS

Benefit time (vacation, sick leave, personal days) may not be taken in advance of being earned unless the employee submits a request, in writing, to his/her Department/Division Head acknowledging that such leave is being taken in advance of being earned and in the event the employee leaves the service of the City of New Brunswick before the time taken is earned, the employee acknowledges that he/she owes the City of New Brunswick the difference between the time earned and the time taken.

A. Vacations shall be scheduled as far as possible in advance giving consideration to the individual needs of the employees. Employees shall submit their preferences in writing prior to May 1. Any employee desiring a vacation earlier than May 1 shall submit his/her request at least one (1) month prior to the date of the beginning of the vacation. In case of conflict in any Division, seniority shall prevail.

B. The following vacation schedule will prevail:

One (1) working day's vacation for each month of service during each of the first 5 calendar years of employment;

Fifteen (15) days each year during calendar years 6 through 10;

Twenty (20) days each year during calendar years 11 through 15;

Twenty-five (25) days each year after 16 calendar years service.

Employees who had earned in excess of 25 vacation days due to terms of a previous contract will be "capped" at the number of vacation days entitlement as of December 31, 1987. A table of vacation benefits entitled Exhibit C is annexed hereto.

C. Vacation time must be taken during the year in which it is earned. An employee shall be permitted to carry forward five (5) days unused vacation into the succeeding year without any approval; up to ten (10) days unused vacation into the succeeding year only, upon written request to, and approval by the employee's Department Head; and over ten (10) days unused vacation into the succeeding year only, upon written request to, and approval by the Business Administrator after recommendation and approval of the employee's Division/Department Head. Such approval by the Business Administrator shall be based on a determination that the employee cannot take all of his/her vacation due to the pressure of the workload. Such approval shall be in writing and a copy furnished to the Personnel and Finance Offices. An employee shall have an absolute right to use any carried-over vacation time without the threat of losing said time.

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

ARTICLE XVII - PERSONAL DAYS

All City employees covered by this Agreement shall be granted five (5) days of personal leave to be used for any purpose whatsoever. Two and one-half (2 1/2) personal days shall accrue and be credited to employees on 1 January and 1 July of each year of the contract. Personal days may be taken separately or consecutively. However, the employee shall give the immediate supervisor at least twenty-four (24) hours notice for each personal day to be taken except in the case of reasonable emergency. A personal day cannot be refused to any employee for any reason whatsoever. Personal days shall not be used in conjunction with vacation days. Personal days shall not accumulate. Unused balances in any calendar year shall be forfeited.

ARTICLE XVIII - SICK LEAVE

A. SICK LEAVE WITH PAY

Employees shall earn one working day sick leave with pay for each month of service from the date of appointment up to and including December 31st of the first calendar year of employment and 1-1/4 day sick leave with pay for each month of service thereafter. Unused sick time may be accumulated from year to year, but such accumulation shall not exceed 150 days for the purposes of terminal pay/terminal leave. Any employees having accumulated more than 150 days under a previous contract shall be capped at the accumulated total existing as of December 31, 1987.

B. All employees within the unit who have perfect attendance records during the calendar year, i.e., who have not utilized any such days during that year, will be credited with an additional two sick leave days.

C. If any employee requires less than the full amount of allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay when needed. Sick leave for the purpose herein is defined to mean absence from duty of an employee because of personal illness by reasons of which such employee is unable to perform the usual duties of his/her position or exposure to a contagious disease.

D. An employee who has been absent on sick leave for periods totalling ten (10) days in one calendar year consisting of periods of less than five (5) 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, in which case only one certificate shall be necessary for a period of six (6) months.

E. The Department/Division Head may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

F. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for attendance of the employee upon a member of the family living with the employee and who is seriously ill.

G. TEMPORARY DISABILITY LEAVE WITH PAY (WORKER'S COMPENSATION)

Any employee who is disabled because of occupational injury or disease may, on the recommendation of the Department Head, be granted a leave of absence with full pay for a period not to exceed one week provided the employee has filed an appropriate claim for Worker's Compensation in the Personnel office. Thereafter, leave and compensation shall be governed by the provisions of the New Jersey Statutes governing Worker's Compensation.

ARTICLE XIX - WORK WEEK AND OVERTIME AND COMPENSATION TIME POLICIES

A. The City has the right to determine the work week within the guidelines of federal and state laws and Department of Personnel Regulations, except that no change will be made in the present work schedule without prior negotiations with the Association.

B. The normal workday, except for office workers, shall consist of a continuous eight (8) hour shift within a twenty-four (24) hour period; office workers shall work seven (7) hours per day, thirty-five (35) hours per week. The normal workweek, except for Garbage & Trash workers, drivers and foremen, shall consist of five (5) workdays within a seven (7) day period beginning at 12:01 a.m. Sunday and ending at 12:00 p.m. Saturday. The work week for Garbage & Trash workers, drivers and foremen shall consist of six (6) days Monday through Saturday.

C. All employees shall be paid straight time for a regular workday; time and one-half shall be paid in excess of eight (8) hours in any one day or forty (40) hours in any one week (except for plant employees assigned to rotating shifts; and Garbage & Trash workers, drivers, and foremen), or for the 6th and 7th consecutive days worked in a work week. Garbage & Trash workers, drivers, and foremen shall be paid time and one-half in excess of forty (40) hours in any six day week for the 7th consecutive day worked in a work week. Employees assigned to rotating shifts in pumping stations and the Water Treatment Plant shall work eighty (80) hours in a two-week period.

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

E. All full time employees requested, or scheduled to work any holiday included in Article XV shall be paid two times the employee's normal hourly rate.

F. In computing overtime compensation, the smallest one-half (1/2) hour shall be the smallest fraction of an hour to be reported.

G. Any employee called back in emergent circumstances will be paid at the rate of time and one-half in pay or in accordance with the other paragraphs of this subsection and shall be guaranteed a minimum of two (2) hours pay to be computed from the time that the employee actually clocked in.

H. Notwithstanding any other provision in this paragraph, any employee shall have the right to elect to receive compensatory leave time on the same basis as overtime compensation as specified in the article (i.e., if an employee is entitled to one and one-half [1-1/2] times his/her pay, then the compensatory leave shall equal one and one-half [1-1/2] times the number of hours worked). Compensatory leave time shall be taken upon request by the employee with the approval of the Division/Department Head at mutually convenient times. All compensatory leave must be used in the calendar year in which it is earned or it shall be converted to overtime pay and the employee shall receive such pay as a separate paycheck.

DEFINITIONS

Time and one-half is straight time plus an additional one-half day's pay, which means:

-Straight time for working	\$26.50/day
-Additional one-half day's pay	<u>13.25/day</u>
Total	\$39.75/day

Double time is straight time plus an additional day's pay which means:

-Straight time for working	\$26.50/day
-Additional day's pay	<u>26.50/day</u>

Total \$53.00/day

I. The City administration can institute shifts in Departments/Divisions if it is found that specific services must be provided. In the event a shift is to be established, notice will be given to employees at least one week in advance. If the Association believes there are abuses arising out of shift work, then the grievance will be moved to the step at which the matter is brought before the Business Administrator for early resolution.

J. Any employee who is required to attend any meeting, symposium, conference or other activity during other than his/her normal working hours shall receive hour-and-one-half for hour time compensation, in terms of time off from his/her regular duties to be taken within thirty (30) days from the time said hour or part thereof shall first accrue.

K. REST PERIOD

1. Each employee shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for second the third shifts shall also be considered half-day periods of work). In addition, each blue collar employee shall be entitled to a ten (10) minute washup period at the end of a scheduled work period.

L. MEAL REIMBURSEMENT

1. Any employee required to work through a supper or other meal hour other than lunch shall be entitled to reimbursement for meals at the rate of five (\$5.00) per meal.

M. ROTATION OF OVERTIME ASSIGNMENTS

Overtime for MEA employees shall be rotated intradivisionally by title only. The overtime list shall be developed on an annual basis. The overtime rotation shall be by seniority with the senior most employee receiving preference in the rotation only. Seniority for this purpose is based upon the date of provisional appointment to the employee's current title.

ARTICLE XX OUT-OF-TITLE WORK

Out-of-title work refers to an employee being assigned to:

1) work outside of the occupation group to which the employee's position is allocated; 2) work which is above or below the level of duties and responsibilities which are currently assigned to the classification of the position occupied by the employee, and 3) a level of supervision above or below the current classification of the employee's position.

A. The City and the Association agree that employees should be assigned work appropriate to and within their job classification.

The practice of permanently assigning out-of-title work to employees shall be discontinued insofar as possible. Instances of out-of-title work identified by the Association and formally brought to the attention of the City shall be corrected by phasing out such assignments at the earliest time which shall in any case be no later than six (6) months from the time of notification by the Association. Any dispute as to whether the work is within the job classification of the employee(s) involved shall be resolved by the Association or employee appeal to the Department of Personnel.

B. If any employee is assigned duties of a lower position classification for thirty (30) days or more, he/she shall move to a step within the range allocated to the lower classification equal in value to his/her present salary, provided that the present salary does not exceed the maximum of the new range. For example, if range eight is allocated to the classification title presently occupied by the employee and the employee is in step C (\$15,141) of such range and range seven is allocated to the lower classification title, the employee's salary would be placed in step D (\$15,141) of such range. If the employee's present salary is over the maximum of the range allocated to the lower classification title, the employee would be paid at the maximum of the range allocated to the lower classification title.

C. When an employee is assigned duties which are in a higher position classification for thirty (30) days or more, he/she will be paid at the minimum step of the range allocated to such higher position classification or if the employee's salary is within the new range, his/her salary will be placed at a step that is five (5) percent higher than the present rate of pay.

ARTICLE XXI - HEALTH AND WELFARE

A. The employer will assume the full cost of family coverage comparable to Blue Cross, Blue Shield, Rider "J", Major Medical insurance and dental, prescription and vision plans.

B. Any employee who does not elect coverage under Paragraph A above for the six-month periods of January 1 through June 30 or July 1 through December 31, and whose spouse is not provided coverage by the City shall receive a lump sum payment-in-lieu of benefits in the amount of \$500.00 for each six-month period payable the first day of June and December. This amount shall be pro-rated only in the case of a newly hired full-time or permanent part-time employee. Likewise, any employee who would otherwise be eligible for family coverage, but who elects individual coverage only, for the time periods described earlier in this section and whose spouse is not provided coverage by the City shall receive payments as described earlier in this section. Any employee whose spouse is not provided coverage by the City who does not elect hospital, surgical and major medical coverage, but who retains dental, prescription and vision coverage for the time periods described earlier in this section shall receive a payment of \$400.00 for each six-month period payable the first day of June and December. Permanent part-time employees shall receive a prorated payment consistent with Article XXXIII.

C. The employer will conform to all requirements of COBRA and/or the New Jersey Insurance Continuation Plan as applicable to the employer and employees.

D. The employer will assume the entire cost of the health and welfare benefits at the same level as the effected employees enjoyed while actively employed including all upgrades and changes in coverage and shall pay all premiums for employees who have retired on a disability pension, or have retired after 25 years or more service with the employer or have retired and reached the age of 62 or older with at least 15 years of service with the employer for employees who commence terminal leave or retire on or before June 30, 1989. For employees who commence terminal leave between July 1 and December 31, 1989, the employer will assume 75% of the health and welfare benefits; and for employees who commence terminal leave on or after January 1, 1990, the employer will assume 50% of the health and welfare benefits.

E. All employees who retire under the Public Employees Retirement System having less service time then specified in Section D above shall be given the option of continuing their health and welfare benefits as provided to them as current employees at the per-person group cost which the City incurs.

F. The employer agrees to implement any new or upgraded health and welfare benefits extended to other city employees during the life of this contract.

G. Any improvement in the public employees retirement system will become part of this agreement.

ARTICLE XXII - TERMINAL LEAVE PAY

A. For employees hired prior to 1 January 1991, terminal leave and pay shall be granted to all employees who retire under the provisions of the New Jersey Public Employees Retirement System based on the employee's accumulated sick leave at the time of retirement. This does not include discharge for just cause. Employees qualifying for terminal leave and pay shall be paid 50% in time and 50% in money. Upon the establishment of a retirement date, eligible employees will be entitled to time off prior to retirement at the rate of 50% of their terminal leave benefits. Upon the expiration of the 50% benefits in time, said employee shall receive payment for the remaining 50% of terminal leave benefits in a lump sum payment.

B. Employees hired after 1 January 1991 shall receive payment for 50% of the member's value of accumulated unused sick leave up to a maximum of \$10,000.00 per employee which may be taken in a lump sum payment at retirement.

C. Upon the death of any employee who has reached the age of fifty-five (55) years, such terminal pay as the employee would have been entitled to at the time of retirement, under paragraph "A" or "B" above, shall be made to the estate of said employee.

ARTICLE XXIII - LONGEVITY PAY

A. Persons who have been in the employ of the City shall receive a longevity stipend calculated from the date the employee received a full-time permanent appointment for the 1988 calendar year as follows:

1. After five (5) years of continuous service - three (3) percent of base salary (\$350. minimum).
2. After ten (10) years of continuous service - six (6) percent of base salary (\$650. minimum).
3. After fifteen (15) years of continuous service - eight (8) percent of base salary (\$850. minimum).
4. After twenty (20) years of continuous service - ten (10) percent of base salary (\$1,000. minimum).
5. After twenty-five (25) years of continuous service - twelve (12) percent of base salary (\$1,250. minimum).

B. The longevity stipend shall be included in the employee's annual salary for the purposes of PERS calculation and the payments equally apportioned among the pay periods.

ARTICLE XXIV - AUTOMOBILE USE

The rate for mileage to cover use of one's personal vehicle for City business shall be equal to that permitted by the U.S. Internal Revenue Service and shall be subject to audit.

ARTICLE XXV - TUITION REIMBURSEMENT PROVISION

Fifty (50) percent of all monies expended by unit employees for approved college courses of study related to an individual's job will be reimbursed by the City upon satisfactory completion of the course with a grade of "C" or better or the equivalent grade. For the purposes of this paragraph, no employee will be eligible to receive as tuition reimbursement more than fifty (50) percent of the cost of tuition at Rutgers University. Any employee seeking to exercise his/her rights under this Article shall obtain prior approval from the Business Administrator before registering for any college courses.

ARTICLE XXVI - UNIFORMS AND CLOTHING ALLOWANCE

A. Five (5) sets of uniforms will be provided for all employees, excluding clerical employees, in the following Departments/Divisions: Parks, Public Property, Public Works, Water Utility. In addition, mechanics and custodians in the Police Department shall receive five (5) sets of uniforms. Employees in the Distribution Division of the Water Utility and the Garbage & Trash Bureau of Public Works shall also receive one pair of coveralls. If the City so chooses, it may provide a uniform service in lieu of the five (5) sets of uniforms.

B. Any of the uniforms provided will be replaced upon presentation to the employee's supervisor and verification that the condition of the garment warrants replacement.

C. Upon separation from the service of the City, all uniforms and any equipment issued shall be turned into the employee's supervisor before the employee's final paycheck will be released.

ARTICLE XXVII - SALARY PLAN

The first step in developing a salary plan is to establish a basic Salary Schedule such as shown on Exhibit A annexed hereto. This consists of a set of pay ranges which form the basic framework of the pay plan. The salary schedule consists of 25 ranges with a minimum and maximum for each range.

The Salary Plan as shown as Exhibit B annexed hereto provides for the assignment of a minimum and maximum salary range for each class of positions in the MEA bargaining unit.

Implementation of Salary Plan

- A. The pay plan will operate as follows:
1. For the 1991 contract year, all employees who are below the maximum salary in range as of 12/31/90, shall receive an \$800.00 increase in salary. All employees who are at or over the maximum salary of the range as of 12/31/90, shall receive an increase in salary of one and one-half (1 1/2) percent added to the 1990 base and \$800. All employees who are not at or over the maximum salary in the range as of 12/31/90 shall receive the following additional increases:
 - a) if an employee's 1990 base salary is at or under \$15,000.00, the employee shall receive an additional four (4) percent added to their 1990 base salary;
 - b) if an employee's 1990 base salary is between \$15,001.00 and \$20,000.00, the employee shall receive an additional three (3) percent added to their 1990 base salary;
 - c) if an employee's 1990 base salary is between \$20,001.00 and \$24,000.00, the employee shall receive an additional two (2) percent added to their 1990 base salary;
 - d) if an employee's 1990 base salary is at or over \$24,001.00, the employee shall receive an additional one (1) percent added to their 1990 base salary.
 2. For the 1992 contract year, all employees shall receive an "across the board" salary increase of five point nine percent (5.9%).
 3. The City shall pay retroactive salary increases only to those employees currently employed by the City on the day this contract is executed by both parties. Employees enjoying terminal leave due to taking advantage of the early retirement option under PERS shall receive a salary adjustment of \$500 for the year 1991 and no salary adjustment for 1992 or any portion thereof.

4. No one shall receive an increase under this contract that will cause an employee's salary to exceed the new maximums, except in the year 1992 and as provided for elsewhere in the 1991-1992 contract. For the years 1991 and 1992, there shall be no "redlining" of employees.

5. No employee is eligible for a salary increase on January 1 of any year unless the employee was hired prior to July 1 of the preceding year.

6. Full time permanent, probationary and/or provisional employees hired after 1 July 1990 shall be eligible for the equivalent of a step increase of three (3) percent effective on the date of the completion of the employee's first year of full time, continuous service. Said increase may be withheld by the department director for just cause.

7. Communications Operators, Range 14, in the Department of Police who were hired before 1987 shall receive an added 5% increase in 1992.

8. All full-time employees who have a salary less than \$15,000 per year after 1992 salary increases have been awarded shall receive up to an additional 2% to reach up to \$15,000.

B. In the event a new employee is hired for a position, the salary shall not exceed fifty (50) percent of the difference between the minimum and maximum salary rates for the appropriate range. In the event the City deems it necessary to pay higher than fifty (50) percent of the difference between the minimum and maximum salary rates, the City shall negotiate such change with the Association.

ARTICLE XXVIII - POSITION RECLASSIFICATION

In the event that the Department of Personnel changes any job titles as a result of a position reclassification study, the affected employee's salary shall be placed within the range allocated to the new classification of the employee's position. Such change shall not exceed a five (5) percent increase for each range change.

If the reclassification of an employee's position results in a downgrading, or demotion, the employee's salary will be moved within the range allocated to the lower classification equal in value to his/her present salary, provided that the present salary does not exceed the maximum of the new range. If the present salary exceeds the maximum of the range, the employee's salary shall then be placed at the maximum of the new range.

If the reclassification of an employee's position results in the employee's salary being below the minimum of the salary range assigned to the new classification of the position, then the employee's salary shall be placed at the minimum of the new salary range. If the employee's salary is within the new range, his/her salary will be placed, depending upon the new position classification, within the new range closest to the employee's present salary.

In the event an employee is promoted to a position of a higher range, the salary shall be set by providing a three (3) percent to ten (10) percent increase per range changed. The new salary shall fall within the new range's minimum and maximum. The specific increase within the range shall be determined by the employer and shall take effect immediately.

ARTICLE XXIX - NEW EMPLOYEES

Normally, new employees shall be hired at the minimum step of the salary range allocated to the employee's position classification. However, in unusual cases such as positions requiring scarce skills; and candidates with considerable pertinent experience, and exceptional demonstrated training and ability, a Department/Division head may request, with justification in writing, to the Business Administrator and the MEA, to employ a superior candidate up to the second step of salary range allocated to the position classification under consideration for 1988 and to the third step in 1989 and thereafter.

ARTICLE XXX - SUBCONTRACTING OF WORK

If during the term of this Agreement, the City contracts out or subcontracts work normally performed by employees covered by this Agreement and such action results in lay off or job displacement, employees affected will be given every opportunity available to continue employment within their classification or any other position available for which they are qualified prior to lay off or similar action. An employee thus affected will be protected by the provisions of this Agreement and by any relevant laws, rules and regulations. The City shall meet with the Association to negotiate all incidents of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement might result.

ARTICLE XXXI - ACCESS TO PERSONNEL FILES

The City shall have and maintain only one personnel file for each employee. Upon request and with reasonable notice an employee shall have the right to review his/her personnel file. An employee shall have the right to obtain copies of any documents in his/her personnel file. The employee may file a written response to any documents contained therein. Such responses will be included in the employee's permanent personnel file and will be attached and retained with the document to which the response was written. If any material derogatory or adverse to the employee is placed in the employee's personnel file, then a copy of such material shall be forwarded to the employee within ten (10) days of the placing therein with a copy being forwarded to the president of the Association. Any employee shall have the right to have an Association representative present at the time of review.

ARTICLE XXXII - SAFETY

A. The City shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The City will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The City will set up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonable safe and healthful place of employment for all employees.

B. The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. When reasonably possible, each employee will comply with all safety rules and regulations.

C. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

D. Employees shall not be required to work under conditions of work which are unsafe or unhealthful. An employee whose work is temporarily eliminated as a result of the foregoing may be promptly assigned on an interim bases to other comparable work for which the employee is qualified to perform. In the event an employee is so assigned to do other comparable work, he/she shall not suffer a reduction in pay.

E. A member of the Association designated and duly authorized by the Business Administrator shall serve on a City-wide Safety and Health Committee.

F. If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the City will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

G. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

H. The following departments shall be provided with the following safety equipment: Public Works, Sanitation, Water, Parks, Public Property, Traffic and civilian employees of the police department (but not clerical, dispatchers or school crossing guards) one (1) set of safety shoes, one (1) helmet, one (1) pair of safety glasses, earplugs (where needed), florescent vests (where needed) and one (1) pair of work gloves for each employee. Employees issued safety equipment shall wear/use such equipment as required by their respective supervisors.

I. The employer shall comply with all federal and state safety rules, regulations, laws and administrative rulings.

ARTICLE XXXIII - PART-TIME EMPLOYEES

A. Permanent part-time employees who work twenty (20) hours or more in a work week shall receive the same benefits as full-time employees except the benefits shall be pro-rated.

B. The employer will pay a portion of the premium cost of individual coverage of health benefits comparable to Blue Cross, Blue Shield, Rider "J" and Major Medical insurance for permanent part-time employees. The portion paid by the employer will be based on the number of hours per week the permanent part-time employee works, compared to the number of hours per week (either thirty-five (35) or forty (40)) the permanent full-time employee with the same title works. The permanent part-time employee will assume the additional cost of individual coverage and the full cost of any dependent coverage if said employee so elects to have spouse or children covered under the above health plan. This provision shall be effective 1 May 1992.

ARTICLE XXXIV - MISCELLANEOUS AND GENERAL PROVISIONS

A. Reserved

B. If any provisions of this agreement are in conflict with applicable federal or state laws, such part shall be suspended and the appropriate applicable provisions shall prevail, without affecting the remainder of this Agreement.

C. 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 a part thereof.

ARTICLE XXXV - PAST PRACTICES

Any and all past practices not specifically set forth herein shall be continued.

ARTICLE XXXVI - MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service 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 except where expressly modified by this Agreement; however, the parties hereto agree to be bound by all N.J. Statutes and "Scope of Bargaining" determinations of N.J. PERC.

ARTICLE XXXVII - COPIES

Copies of this Agreement shall be printed by the City and the cost of said copies shall be shared equally between the employer and the Association.

ARTICLE XXXVIII - DURATION OF AGREEMENT

The City and the Association agree that the duration of this Agreement shall be for a period of two (2) years commencing January 1, 1991 and ending December 31, 1992.

ARTICLE XXXIX - DISABILITY

A. The City agrees to enroll all unit employees in a Disability Insurance Program. It is understood between the parties that there are equal contributions required from the employer and the employees. The contributions shall be equal to those contributions required to enroll in the N.J. State Disability Insurance Program.

B. The City agrees that payment under the disability program shall commence on the eighth calendar day of total temporary disability or at the end of accumulated sick leave, whichever is greater. Payments awarded shall not be less than payments authorized by the N. J. State Disability Program.

ARTICLE XL - MEALS DURING EMERGENCIES

The City shall permit employees to take meals within or outside the City boundaries in establishments which are open between the hours of 5:00 p.m. and 9:00 a.m. for those employees who are required to work in emergency situations (for example, snow removal). Prior approval of the employee's supervisor is required and reimbursement shall not exceed \$7.50 per meal. A receipt must be provided to the employee's supervisor prior to reimbursement.

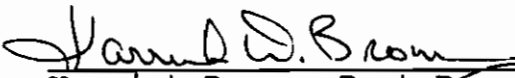
ARTICLE XLI - DISCHARGE AND DISCIPLINE

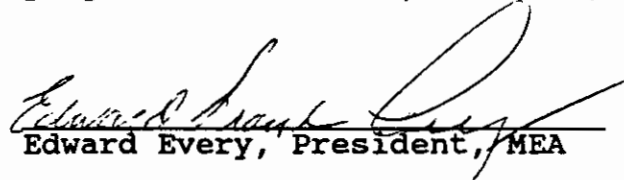
A. No employee of the City of New Brunswick covered by this collective bargaining agreement shall be disciplined or discharged except for just cause. Questions arising out of the application or interpretation of this article shall be subject to the grievance procedure and arbitration provisions contained in this collective bargaining agreement unless otherwise precluded by law.

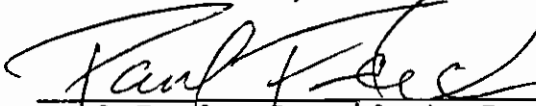
B. The City shall abide by the provisions of N.J.A.C. 4A:2-2.5 regarding the opportunity for a hearing before an appointing authority.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 1992.

For the New Brunswick Municipal Employees Association/Local 29, RWDSU, AFL-CIO


Harriet Brown, Past President, MEA


Edward Every, President, MEA


Paul Freda, President, Local 29

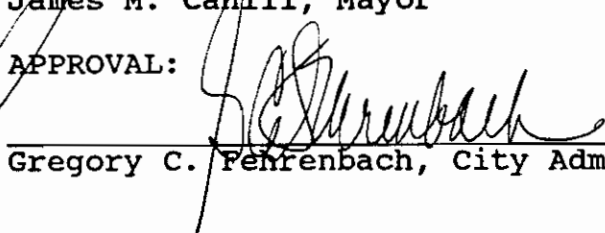
For the City of New Brunswick


James M. Cahill, Mayor

Attest:


Rocco J. Catanese, Clerk

APPROVAL:


Gregory C. Fenrenbach, City Administrator

4A:6-1.11 Military leave

(a) An employee in the career, senior executive or unclassified service, other than a person holding a position for a fixed term or period, who enters the military service in time of war or emergency, or for any period of training, or pursuant to any selective service system, shall be entitled to a leave of absence without pay for the period of such service and three months after discharge. However, if an employee is incapacitated by wound or illness at the time of discharge, such leave shall be extended until three months from recovery but in no event more than two years from date of discharge.

1. During such leave of absence, the employee shall continue to accrue seniority and salary increments, if applicable, in his or her title.

2. No entitlements under this section shall be granted if the separation from military service is by a dishonorable discharge. See N.J.S.A. 38:23-4.

3. For Federal reemployment rights, see 43 U.S.C. Section 2021.

(b) An employee in the career, senior executive or unclassified service who is a member of the national guard or other component of the organized militia of the State of New Jersey shall be entitled to a leave of absence with pay not to exceed 90 days in the aggregate in any one year that he or she is required to engage in active duty or active duty for training. See N.J.A.C. 5A:2-2.3(b) for types of required duty. However, appointing authorities may reschedule an employee's work time to avoid conflict with such required duty.

1. A leave of absence with pay shall also be granted for other military duty when ordered by the Governor in case of insurrection, breach of the peace, national disaster or imminent danger to public safety.

2. Such leave of absence shall be in addition to the regular vacation allowed such employee. See N.J.S.A. 38A:4-4.

(c) A permanent employee who is a member of the organized reserves of the Army, Navy, Air Force or Marine Corps of the United States or other affiliated organizations shall be entitled to a leave of absence with pay on days on which he or she is required to engage in field training, but only that training which consists of participation in unit training field operations. However, appointing authorities may reschedule an employee's work time to avoid conflict with military field training.

4A:6-1.12

LEAVES, EMPLOYEE DEVELOPMENT

1. A nonpermanent employee serving for one year or longer shall be entitled to a leave of absence with pay not to exceed 30 days in the aggregate in any one year while engaged in field training. A leave of absence without pay shall be granted to a nonpermanent employee serving for less than a year while engaged in field training.

2. Such leave of absence shall be in addition to the regular vacation allowed such employee. See N.J.S.A. 38:23-1 and 38:23-1.1.

(d) An employee is entitled to a leave of absence without pay for such other national guard, state organized militia or United States reserve duty not covered by (b) or (c) above.

1. During such leave of absence, the employee shall continue to accrue seniority and salary increments, if applicable, in his or her title.

2. At the discretion of the employee, vacation leave, administrative leave and other accrued compensation may be used for such absences.

(e) For military leave regulations promulgated by the New Jersey Department of Defense, see N.J.A.C. 5A:2.

SUBCHAPTER 1. LEAVES OF ABSENCE

4A:6-1.1 General provisions

(a) In local service, appointing authorities shall establish types of leaves and procedures for leaves of absence.

1. Pursuant to this subchapter, employees in local service shall also be entitled to vacation leave (N.J.A.C. 4A:6-1.2(b) through (h)); sick leave (N.J.A.C. 4A:6-1.3(a) through (h)); military leave (N.J.A.C. 4A:6-1.11); gubernatorial appointment leave (N.J.A.C. 4A:6-1.12); convention leave (N.J.A.C. 4A:6-1.13); elective office leave (N.J.A.C. 4A:6-1.17); and family leave (N.J.A.C. 4A:6-1.21).

2. An appointing authority may grant permanent employees a leave of absence without pay for a period not to exceed one year. A leave may be extended beyond one year for exceptional circumstances upon request of the appointing authority and written approval of the Department of Personnel.

3. An appointing authority may grant unpaid union leave pursuant to N.J.A.C. 4A:6-1.16.

4. Vacation and sick leaves for police officers and firefighters are established by local ordinance. See N.J.S.A. 40A:14-7 and 40A:14-118.

(b) In State service, this subchapter shall apply to career service employees, unless otherwise indicated. Temporary employees (see N.J.S.A. 11A:4-13c.) are not entitled to the leaves or benefits in this subchapter.

(c) Records of all employee leaves of absence and types of leave shall be maintained by State and local appointing authorities and reported to the Department of Personnel for the official State record in the prescribed manner and form.

(d) A leave of absence shall not disqualify an applicant for a promotional examination.

(e) Where leave procedures are not set by this subchapter, appointing authorities shall establish such procedures subject to applicable negotiations requirements.

EXHIBIT A

1991			1992		
RANGE	MINIMUM	MAXIMUM	RANGE	MINIMUM	MAXIMUM
3	\$10,869	\$14,704			
4	\$11,412	\$15,440			
5	\$11,983	\$16,212	5	\$12,462	\$17,184
6	\$12,582	\$17,023	6	\$13,085	\$18,044
7	\$13,211	\$17,874	7	\$13,739	\$18,946
8	\$13,872	\$18,767	8	\$14,427	\$19,893
9	\$14,566	\$19,705	9	\$15,149	\$20,888
10	\$15,294	\$20,691	10	\$15,906	\$21,933
11	\$16,059	\$21,726	11	\$16,701	\$23,029
12	\$16,862	\$22,812	12	\$17,536	\$24,181
13	\$17,705	\$23,953	13	\$18,413	\$25,390
14	\$18,590	\$25,151	14	\$19,334	\$26,660
15	\$19,520	\$26,408	15	\$20,301	\$27,992
16	\$20,496	\$27,729	16	\$21,316	\$29,392
17	\$21,521	\$29,115	17	\$22,382	\$30,862
18	\$22,597	\$30,570	18	\$23,501	\$32,405
19	\$23,727	\$32,099	19	\$24,676	\$34,025
20	\$24,913	\$33,704	20	\$25,910	\$35,726
21	\$26,159	\$35,389	21	\$27,205	\$37,513
22	\$27,467	\$37,158	22	\$28,566	\$39,388
23	\$28,840	\$39,016	23	\$29,994	\$41,357
24	\$30,282	\$40,967	24	\$31,493	\$43,425
25	\$31,796	\$43,015	25	\$33,068	\$45,596
26	\$33,386	\$45,166	26	\$34,721	\$47,875
27	\$35,055	\$47,423	27	\$36,457	\$50,269

1. The 1990 pay plan minimum salaries are retained and the 1990 pay plan maximum salaries will be increased by 6% for the 1991 contract year. The 1991 pay plan minimums will be increased by 4% and the maximum increased by 6% for the 1992 contract year.
2. The ranges existing in the 1990 pay plan will continue in the 1991 and 1992 contract years.
3. All steps between the minimum and maximum salaries in each range have been removed.
4. Up to 2% additional for those under \$15,000.00, not to exceed \$15,000.00.

EXHIBIT B

MEA TITLES ALPHABETICALLY

TITLE	RANGE NO.
ACCOUNT CLERK	7
ACCOUNT CLERK TYPING	8
ACCOUNTANT	17
ADMINISTRATIVE ANALYST	17
ADMINISTRATIVE ANALYST BILINGUAL SP/ENG	18
ADMINISTRATIVE CLERK	9
ASSESSING CLERK	7
ASSESSING CLERK TYPING	8
ASSIGNMENT CLERK	10
ASSISTANT DATA PROCESSING COORDINATOR	17
ASSISTANT MUNICIPAL TAX COLLECTOR	22
ASSISTANT SUPERVISOR WATER	16
ASSISTANT VIOLATIONS CLERK	11
ASSISTANT WATER TREATMENT PLANT OPERATOR	10
BUILDING INSPECTOR	25
BUILDING INSPECTOR TRAINEE	11
BUILDING INSPECTOR/ZONING OFFICER	27
BUILDING MAINTENANCE WORKER	6
CASHIER	7
CHAUFFEUR	7
CHEMIST WATER ANALYSIS	8
CLERK	3
CLERK STENOGRAPHER	8
CLERK TYPIST	6
COMMUNICATIONS OPERATOR	14
COMMUNITY ORGANIZATION SPECIALIST	17
COMMUNITY SERVICE AIDE/BILINGUAL	9
COMMUNITY SERVICE WORKER	11
CONSTRUCTION INSPECTOR	15
COOK	3
DATA CONTROL CLERK	8
DATA ENTRY MACHINE OPERATOR	11
DATA PROCESSING PROGRAMMER TRAINEE	13
DATA PROCESSING TECHNICIAN	15
ELECTRICAL INSPECTOR	25
ELECTRICIAN	13
ENGINEERING AIDE	11
EQUIPMENT OPERATOR	12
EXECUTIVE ASSISTANT	17
FIELD REP. NEIGHBORHOOD PRESERVATION PROGRAM	16
FIRE PREVENTION SPECIALIST	19
FIRE SUB-CODE OFFICIAL	25
FORESTER	21
GARAGE ATTENDANT	8
HEAVY EQUIPMENT OPERATOR	14
HOUSING INSPECTOR	15
LABORER	7
LABORER HEAVY	10
LAND SURVEYOR	21
LIBRARIAN	17

TITLE	RANGE NO.
LIBRARY ASSISTANT	7
LIBRARY ASSISTANT TYPING	8
LIBRARY CLERK DRIVER	7
LIBRARY CLERK DRIVER/SECURITY GUARD	6
LIBRARY INTERNE	15
MAINTENANCE REPAIRER	8
MAINTENANCE REPAIRER CARPENTER	12
MAINTENANCE REPAIRER PLUMBER	14
MAINTENANCE REPAIRER/MECHANIC	11
MASON	15
MECHANIC	17
MECHANIC FIRE APPARATUS	20
MECHANIC HELPER	8
MOTOR BROOM DRIVER	12
MOTOR VEHICLE OPERATOR ELDERLY & HANDICAPPED	7
MUNICIPAL COURT ATTENDANT	15
OFFICES SERVICES MANAGER	13
OMNIBUS OPERATOR	7
PAINTER	14
PARK MAINTENANCE WORKER	7
PARKING ATTENDANT	4
PAYROLL CLERK	9
PERMIT CLERK	9
PLANNING AIDE	11
PLUMBING INSPECTOR	15
PLUMBING INSPECTOR SUB-CODE	25
PRINCIPAL ACCOUNT CLERK	13
PRINCIPAL ACCOUNT CLERK TYPING	14
PRINCIPAL ASSESSING CLERK	13
PRINCIPAL CASHIER	13
PRINCIPAL CLERK	13
PRINCIPAL CLERK STENOGRAPHER	14
PRINCIPAL CLERK TYPIST	13
PRINCIPAL DATA ENTRY MACHINE OPERATOR	15
PRINCIPAL DRAFTING TECHNICIAN	18
PRINCIPAL EMPLOYEE BENEFITS CLERK	12
PRINCIPAL ENGINEERING AIDE	18
PRINCIPAL ENGINEERING DRAFTSMAN	18
PRINCIPAL LIBRARY ASSISTANT	12
PRINCIPAL PAYROLL CLERK	15
PRINCIPAL PURCHASING ASSISTANT	15
PRINCIPAL TAX CLERK	14
PROGRAM ANALYST	20
PUBLIC INFORMATION ASSISTANT	18
PUMPING STATION OPERATOR	10
PUMPING STATION REPAIRER	14
RADIO DISPATCHER	7

TITLE

RANGE NO.

REAL ESTATE AND MARKETING SPECIALIST	23
RECEPTIONIST	7
RECREATION AIDE	3
RECREATION LEADER	4
RECREATION PROGRAM COORDINATOR	15
RECREATION PROGRAM SPECIALIST	15
SANITATION DRIVER	12
SANITATION WORKER	9
SECURITY GUARD	4
SENIOR ACCOUNT CLERK	9
SENIOR ACCOUNT CLERK TYPING	10
SENIOR ACCOUNTANT	19
SENIOR ASSESSING CLERK	9
SENIOR ASSESSING CLERK TYPING	10
SENIOR BUILDING MAINTENANCE WORKER	9
SENIOR CASHIER	9
SENIOR CITIZEN PROGRAM AIDE	3
SENIOR CLERK	7
SENIOR CLERK STENOGRAPHER	11
SENIOR CLERK TRANSCRIBER	10
SENIOR CLERK TYPIST	9
SENIOR COMMUNICATIONS OPERATOR	15
SENIOR DATA CONTROL CLERK	12
SENIOR DATA ENTRY MACHINE OPERATOR	13
SENIOR EMPLOYEE BENEFITS CLERK	8
SENIOR ENGINEERING AIDE	15
SENIOR GARDNER	14
SENIOR HOUSING INSPECTOR	19
SENIOR LIBRARIAN (CHILDRENS)	20
SENIOR LIBRARIAN (REFERENCE)	20
SENIOR LIBRARIAN (TECHNICAL SERVICES)	20
SENIOR LIBRARY ASSISTANT	9
SENIOR MAINTENANCE REPAIRER	12
SENIOR MAINTENANCE REPAIRER ELECTRICIAN	13
SENIOR MAINTENANCE REPAIRER PLUMBER	14
SENIOR MECHANIC	19
SENIOR PARK MAINTENANCE WORKER	12
SENIOR PAYROLL CLERK	13
SENIOR PLANNER	18
SENIOR PLANNING AIDE	14
SENIOR TAX CLERK	11
SENIOR TREE CLIMBER	15
SENIOR WATER REPAIRER	13
SEWER EQUIPMENT OPERATOR	12
SOCIAL CASE WORKER	15
SOCIAL CASE WORKER SUPERVISOR	18
SOCIAL SERVICE AIDE	9
SOCIAL SERVICE AIDE BILINGUAL	10

TITLE	RANGE NO.
STUDENT ASSISTANT	3
SUPERVISING ACCOUNT CLERK	18
SUPERVISING CLERK TYPIST	17
SUPERVISING LABORER	12
SUPERVISING TAX CLERK	18
SUPERVISOR BUILDING SERVICE	10
SUPERVISOR PARKS	19
SUPERVISOR SANTITATION (PUBLIC PROPERTY)	14
SUPERVISOR STREETS	13
SUPERVISOR TRAFFIC MAINTENANCE	18
TAX CLERK	7
TRAFFIC ANALYSIS COORDINATOR	20
TREE CLIMBER	13
TREE TRIMMER	11
TRUCK DRIVER	10
VIOLATIONS CLERK	15
WATER METER INSPECTOR	13
WATER METER READER	7
WATER REPAIRER	11
WATER TREATMENT PLANT OPERATOR	14
WATER TREATMENT PLANT REPAIRER	17
WELFARE INVESTIGATOR	15
YOUTH SERVICES COUNSELOR	7

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COUNSELLORS AT LAW
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(201) 939-1999

MYROSLAW SMORODSKY
PETRO R. STAWNYCHY

BRANCH OFFICE:
46 BAYARD STREET
NEW BRUNSWICK, NJ 08901

OF COUNSEL
LESLEY BLACK-VOGEL
MEMBER OF NJ & NY BAR

January 25, 1989

The City of New Brunswick
City Hall
78 Bayard Street
New Brunswick, NJ 08903

Attn: Thomas J. Brennan
Personnel Manager

Re: Holiday Pay

Dear Mr. Brennan:

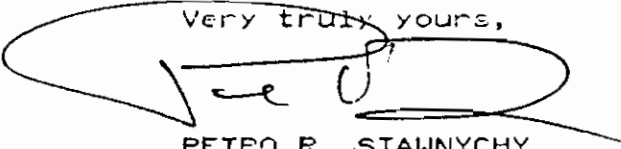
Pursuant to our recent telephone conversation, enclosed please find an original proposed side bar agreement, relative the above captioned issue.

It would be my proposal to execute this agreement separately, and attach it to the main collective bargaining agreement.

I would appreciate greatly if you would advise me at your earliest convenience as to when we can expect to execute the agreed upon contract.

Thank you for your anticipated cooperation.

Very truly yours,



PETRO R. STAWNYCHY

PRS:da
enclosure

RECEIVED
JAN 27 1989
RECEIVED

SIDE BAR AGREEMENT
BETWEEN
MEA AND THE CITY OF NEW BRUNSWICK

A. Article XIX, work week, overtime and compensation time policies, Subparagraph E, shall not apply to all shift employees employed as plant personnel in the water department and dispatchers in the police department.

B. All shift employees employed as plant personnel in the water department and dispatchers in the police department shall receive an additional thirteen(13) days compensation based on their daily rate per year in lieu of holiday pay. All such employees shall receive two(2) yearly checks; one check for six and one-half days pay no later than June 30th; and one check for six and one-half days pay no later than December 31st of each calendar year.

C. This agreement becomes effective as of January 13, 1989. New employees or employees leaving the employ of the City (employed in the aforesaid positions) will have their holiday pay pro-rated for the period of actual employment during the calendar year. In the event of an employee who terminates their employment with the City, they shall receive their holiday pay, together with their last paycheck.

D. All of the aforementioned employees shall receive the holiday pay regardless of whether or not they actually work on a holiday.

Date:

Willie Weaver

William J. Gohall