



COLLECTIVE BARGAINING AGREEMENT

between

THE TOWNSHIP OF NORTH BRUNSWICK

and

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

**January 1, 2022 – December 31, 2025**

PREAMBLE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Township of North Brunswick, a municipal government in the County of Middlesex (hereinafter "Employer" or "Township") and Local 108 (Clerical Division) - UFCW, RWDSU, AFL-CIO, CLC, with its principal place of business at 1576 Springfield Avenue, Maplewood, NJ 07040 (hereinafter "Union");

WHEREAS, the Township and the Union have heretofore entered into negotiations as to various matters concerning the conditions and terms of employment; and

WHEREAS, the Township and the Union now desire to reduce the agreements arrived at by said negotiations to a written agreement;

NOW, THEREFORE, the parties hereto, namely the Township and the Union, do agree as follows:

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## ARTICLE I

### **RECOGNITION AND NON-DISCRIMINATION**

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

## ARTICLE II

### **HOURS OF WORK AND OVERTIME**

1. Overtime shall be paid for all hours worked in excess of the normal workday or week. The "normal workday" may vary by management prerogative depending upon job location, job title, and need, but will not exceed 40 cumulative hours per week.
2. The lunch hour shall be considered a paid one (1.0) hour lunch period.
3. Overtime work shall be compensated at one and one-half times the employee's base hourly rate unless the employee requests and the department head approve compensatory time off at time and one-half rates.
4. Where an employee is recalled to work a Saturday, work shall be compensated at one and one-half times the base hourly rate.
5. Where an employee is recalled to work on a Sunday or holiday such work shall be compensated at double (2.0) time rates. Where a holiday falls on a day a dispatcher is not scheduled to work, the dispatcher will be paid for an extra day that week.
6. In the event an employee reports for the regularly scheduled work shift without having been notified that there is no work, the employee shall be paid a regular day's pay.
7. In the event the employee, including any omnibus operator, is recalled to work after the conclusion of the normal work day the employee will be entitled to a minimum of four (4) hours pay at time and one-half rates. This provision shall not apply to a directive to report early for a normal workday nor the required four (4) evenings per year by the telephone operator, tax collector's office, water department, tax assessor and clerk's office.

8. Overtime shall be distributed equally among employees who normally perform such work and who are willing to work. In the event of no volunteers, the Township shall have the right to direct employees to work overtime starting with the least senior employee who normally performs such work, in rotating inverse order of seniority. Upon request, the Township will supply the Union appropriate data concerning the distribution of overtime.
9. For every forty (40) hours that a person is required to be on call he/she will receive an additional one (1) day's pay in addition to regular pay or any overtime. The need for an employee to be on call shall be confirmed in writing and shall be at the discretion of the department head or his designee.
10. The Employer shall have the right to install time clocks for use by employees in the bargaining unit. Alternatively, employees shall prepare, sign, and submit time sheets or other media as determined by management, reflecting their work hours for each pay period.
11. Each Employee shall be entitled to two (2) ten (10) minute breaks, one in the first four (4) hours of work and the other in the last four (4) hours.
12. The scheduling of breaks shall remain in the employer's discretion, subject to the needs of the work.
13. Notwithstanding the foregoing, the following overtime provisions shall apply to Public Safety Telecommunicators (Dispatchers):
  - a. When a vacancy occurs due to the absence of a Telecommunicator from scheduled duty, the Township shall attempt to fill the vacancy by contacting and offering the duty to other Telecommunicators before resorting to other means to fill the vacancy.
  - b. Any person working over eight (8) hours during a consecutive twenty-four (24) hour period commencing with the start of the shift will be compensated at one and one-half times the individual's hourly rate of pay.
  - c. Any person called for duty other than their regular shift shall receive one- and one-half times the person's hourly rate of pay.

### ARTICLE III

#### **WORK ASSIGNMENTS**

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

2. Employees who are assigned, in writing by authorized supervisor, to work in a different civil service job title requiring greater responsibility, for a period of five (5) consecutive working days, shall receive additional compensation equal to five percent (5.0%) of the base wage of their regular job title.
3. In order to determine whether a job title has a greater responsibility either the employee or the Township shall promptly confer with the New Jersey Civil Service Commission. The Commission's determination shall be binding on both parties for the life of this agreement.
4. The Township may adopt annually, or as otherwise determined necessary, written departmental goals and objectives. For each goal and objective, the Township may define specific tasks and the frequency within which such tasks are to be accomplished for each employee, provided said tasks are within an employee's general duties as contained in their Civil Service Commission job description. The Township may also assess an employee's level of accomplishment of each task and may, as required, mandate additional training and development for employees who fail to meet minimum expectations. Repeated or obvious failure to meet minimum expectations will be grounds for disciplinary action.

ARTICLE IV

**WAGES AND OTHER COMPENSATION**

1. Wages: Wages for all current employees who are employed in covered positions, other than a Public Safety Telecommunicator position, the following shall be added to their current base pay each year of the contract:

<u>Effective Date</u>	<u>Salary Increase</u>
January 1, 2022	3%
January 1, 2023	4%
January 1, 2024	3%
January 1, 2025	3%

2. The following salary guide shall be used for employees in one of the following Public Safety Telecommunicators titles for the term of this contract which is inclusive of any percentage adjustments. The "year" shall be based upon the employee's date of hire, not from a change in title. Employees over Year 25 shall receive a 2% increase for 2022, 2% increase for 2023, 2% increase for 2024 and 2% for 2025.
  - a. For an applicant being considered for hire from another agency with years in the pension system, the Police Chief may request the appointing authority to consider starting them at a year other than "year one".

- b. Changes in Title. Generally, employees shall be hired as a Public Safety Telecommunicator Trainee and shall progress under a promotional process through the Civil Service Commission with the goal to achieve the title of Public Safety Telecommunicator-Senior.
- c. Seniority: Once an employee has been appointed to the title Public Safety Telecommunicator-Senior, they shall receive an additional \$1,000 annually to be paid beginning the January after they have been appointed to the position. This additional compensation shall be for additional duties mentoring new Telecommunicators.

Public Safety Telecommunicator Salary Guide:

	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Year 1	41,826	45,000	51,000	52,000	53,000
Year 2	43,039	46,000	52,000	53,000	54,000
Year 3	44,330	47,000	53,000	54,000	55,000
Year 4	45,926	48,000	54,000	55,000	56,000
Year 5	47,671	49,000	55,000	56,000	57,000
Year 6	52,438	53,000	57,500	59,000	60,000
Year 7	54,012	55,000	59,500	61,000	62,000
Year 8	55,632	57,000	61,500	63,000	64,000
Year 9	57,301	59,000	63,500	65,000	66,000
Year 10	59,020	61,000	65,500	67,000	68,000
Year 11	60,791	63,000	67,000	68,500	70,000
Year 12	62,614	65,000	69,000	70,500	72,000
Year 13	64,493	67,000	71,000	72,500	74,000
Year 14	67,717	69,000	73,000	74,500	76,000
Year 15		70,000	74,000	75,500	77,000
Year 16		71,000	74,500	76,000	77,500
Year 17		71,500	75,000	76,500	78,000
Year 18		72,000	75,500	77,000	78,500
Year 19		72,500	76,000	77,500	79,000
Year 20		73,000	76,500	78,000	79,500
Year 21		73,500	76,500	78,500	80,000
Year 22		74,000	77,000	79,000	80,500
Year 23		74,500	77,500	79,500	81,000
Year 24		75,000	78,000	80,000	82,500
Year 25		75,500	78,500	80,500	83,000

3. The title of Public Safety Telecommunicator-Senior is achieved after 5 years of continuous service as a full-time Public Safety Telecommunicator for the Township of North Brunswick. During that time the employee must have no record of major discipline, and a good performance review from the communications supervisor. Promotion to this title is subject to Civil Service Commission rules and regulations.
  
4. Each employee will have at annual review of their performance, conducted by their immediate supervisor and reviewed by the department director. The Department Director, the employee's supervisor, and the employee shall meet in December each year to discuss and plan the employee's Annual Goals for the next year, and to assess his/her success in achieving their goals in the year about to end. While the Director shall have final say based on established best practices in setting the goals for each member, the Director must also document and consider the limitations of personnel and other resources, such as equipment, outside services, and/or materials, which may have impacted the year about to end or may impact the upcoming year in setting Annual Goals. Annual Goals shall include:
  - a. Evaluation of how well and how much each employee has completed his/her assigned tasks and met his/her goals for the year.
  
  - b. Personal conduct, including the employee's general demeanor, integrity, appearance.
  
  - c. Teamwork, including the employee's responsiveness, communication, and support for superiors and co-workers, and commitment to the Township and its residents.
  
  - d. The member's initiative in recommending improvements to operations.
  
5. All employees earning an hourly wage less than \$22/hour will be receive a wage increase such that the minimum hourly wage shall not fall below \$22/hour, effective as of September 16, 2022.

#### ARTICLE V

#### **HOSPITALIZATION AND OTHER BENEFITS**

1. The Township will provide current employees a major medical/hospitalization plan, prescription plan, and dental similar to the plans in effect on 12/31/17. The Township will pay the cost of premiums for said plans subject to the contributions to premium costs as outlined below:



- a. **Employee contribution to medical and prescription premium costs** – Pursuant to Chapter 78, Laws of 2011, the following contribution rates will be deducted from employee’s annual base pay toward the employee’s selected medical and prescription health care plan:

<b>Salary Range for Current Employees/ Pension Benefit for Retired Employees</b>	<b>Single Coverage</b>	<b>Parent/Child or Emp/Sp/Prtnr Coverage</b>	<b>Family Coverage</b>
Less than 20,000	4.5%	3.5%	3.0%
20,000 - 24,999.99	5.5%	3.5%	3.0%
25,000 - 29,999.99	7.5%	4.5%	4.0%
30,000 - 34,999.99	10.0%	6.0%	5.0%
35,000 - 39,999.99	11.0%	7.0%	6.0%
40,000 - 44,999.99	12.0%	8.0%	7.0%
45,000 - 49,999.99	14.0%	10.0%	9.0%
50,000 - 54,999.99	20.0%	15.0%	12.0%
55,000 - 59,999.99	23.0%	17.0%	14.0%
60,000 - 64,999.99	27.0%	21.0%	17.0%
65,000 - 69,999.99	29.0%	23.0%	19.0%
70,000 - 74,999.99	32.0%	26.0%	22.0%
75,000 - 79,999.99	33.0%	27.0%	23.0%
80,000 - 84,999.99	34.0%	28.0%	24.0%
85,000 - 89,999.99	34.0%	30.0%	26.0%
90,000 - 94,999.99	34.0%	30.0%	28.0%
95,000 - 99,999.99	35.0%	30.0%	29.0%
100,000 - 109,999.99	35.0%	35.0%	32.0%
110,000 and over	35.0%	35.0%	35.0%

- b. **Township contribution to dental plan** – For each year of this Agreement, if an employee enrolls in the Township’s Dental Plan, they shall contribute \$15/per pay for a single employee plan (\$360/year) and \$20/per pay for all other employee plans (\$480/year). The Township shall pay any additional costs for the program over that sum. At each year-end, if the plan is self-liquidating, a pro rata payment will be issued to participating employees.
- c. **Method of contribution** – The contribution cited in paragraph a above shall be made via payroll deductions from any employee who receives medical and/or prescription coverage. Employees who are on an approved leave of absence or not receiving a regular paycheck for other reasons, but who remain eligible for coverage by the Township’s health care plan, must directly pre-pay the Township

on a monthly basis in advance their mandated contribution. Failure to make timely payment will result in discontinuance of coverage.

- d. **High Deductible Health Care Plan with Health Savings Account** – On an optional basis, if an active employee enrolls in an eligible High Deductible Plan, currently AETNA4000 or NJDIRECT4000, effective 1/1/2017 or thereafter, the Township will reduce the employee’s mandated percentage contribution specified in the chart in Paragraph a. above by 50% of the amount shown, while the employee remains in the High Deductible Plan. For employees who enroll and remain in a High Deductible Plan, the Township will also offer a Health Savings Account in the name of the employee, to be used by the employee to dedicate a portion of his/her annual salary, currently on a tax-exempt basis and/or as provided by Federal Law, toward eligible medical expenses as also determined by Federal Law. The maximum permitted amounts for 2018 are \$6,900 for employee/spouse/partner, employee and child, or family coverage and \$3,450 for single coverage. The maximum amounts and use of the Health Savings Account will be as permitted under Federal Law.
  
  - e. **Retirement health benefits** – On or after January 1, 2018, for full-time employees who retire at age 55 or older with 25 years of employment with the Township, and enroll in a plan offered to local retirees as *are offered to other retired employees* by the Township’s health care provider, the Township will pay the premium cost of employee medical and prescription coverage for the employee, and dependent coverage, with the Township’s contribution not to exceed \$18,000 annually. The remainder premium, if any, shall be paid by the retiree (either through a pension deduction, or paid directly to the Township, whichever is directed by the State). The Township will continue benefits to a retired employee until he or she reaches Medicare eligibility or is deceased, whichever is earlier, at which time Township contributions toward retirement health benefits will cease. Township payments will be prorated in the year that retirement begins and Medicare eligibility begins. Dental benefits will not be provided to employees in retirement.
2. Effective January 1, 2010, employees will be eligible to participate in a voluntary opt-out/opt-down program to eliminate dual coverage:
    - a. An employee will be entitled to 25% savings of the Township's lowest premium cost for any plan in effect at the time of opting out, or \$5,000, whichever amount is less.

- b. An employee must remain out of plan for 12 consecutive months, except under emergent circumstances.
  - c. An employee must provide Township with proof of dual coverage
  - d. If the employee opts back into plan because of emergent circumstances, the employee shall only receive pro-rata portion of savings.
  - e. Other than in emergent circumstances, employee can only opt back into plan during open enrollment.
  - f. There shall be a Chapter 125 Flexible Spending Account (FSA) for reimbursement in lieu of benefits.
3. If permitted under State Health Benefit Plan regulations on a collective bargaining basis, in the event a member of the bargaining unit is killed in the line of duty, full health, prescription, and dental benefits under this Article shall be provided to the employee's then current spouse and dependents until the employee's spouse remarries or becomes eligible for Medicare and for the employee's dependents until they reach the age of "emancipation", as is defined by the current health care Plan.

ARTICLE VI  
**LONGEVITY**

- 1. All employees as of 12/31/2018 shall receive a one-time payout of longevity and eliminated so there will be no further payouts of longevity. The amount of longevity being received as of 12/31/2017 shall be added to an employee's base pay. If during the term of this contract an employee was to receive an increase in longevity, that amount will be added to the 2017 base pay. Schedule B shows the salary and benefits of all employees under this proposal.

ARTICLE VII  
**DISABILITY COMPENSATION**

- 1. The Township agrees to continue the salary of employees injured on the job or who suffer a work-related illness in exchange for their assignment to the Township of their lost time payment under the Worker's Compensation Act. Such time shall not be charged against sick leave.

ARTICLE VI  
**SICK LEAVE**

1. For purposes of this Article, sick leave is hereby defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of his/her immediate family who is seriously ill and requires the care and attendance of such employee, death in the immediate family; or for maternity and paternity reasons.
2. All permanent employees shall be granted annual sick leave, as follows:
  - a. One (1) working day's sick leave with pay for every month of service completed from date of regular employment up to and including December 31st following such date of employment.
  - b. Thereafter, fifteen (15) sick days, calculated in hours of work at an employee's assigned location, shall be granted on an annual basis, but shall be prorated to the proportion of the work year completed by an employee. If an employee leaves Township employment before the completion of the year, any excess sick leave taken on a prorated basis shall be repaid by deduction of the employee's final pay.
3. Sick Leave not taken in a given year shall accumulate to the credit of the employee and such individual shall be entitled to the accumulated sick leave if and when needed.
4. Employees shall notify their Department Director as designated in a procedure determined by their director in writing, as early as possible, but not later than one (1) hour prior to the start of work to report and use sick leave. Failure of an employee to notify or provide information to their Department Director as designated in this Article is cause for denial of use of sick leave for the absence and constitutes cause for disciplinary action.
5. The Township may require medical documentation to substantiate sick leave from an employee whenever a member is absent for 5 or more consecutive work days or when an employee is absent from work for the equivalent of 5 sick days in a four (4) month period.
6. In the event any employee bargaining unit in the Township is provided disability insurance coverage, the employees of this Union shall receive the same benefit.
7. If an employee reports late for work or is required to leave early by reason of sick leave, the time shall be administered in fifteen (15) minute intervals.
8. Upon separation due to retirement only, employees shall be paid sixty dollars (\$60.00) per day for unused sick leave, capped at a maximum payment of fifteen thousand dollars (\$15,000.00).

9. Sick Leave Incentive:

- a. **Annual Sell Back of Sick Leave.** At the end of any given year, if a member has over thirty (30) days of accrued sick time, they may sell back up to a maximum of five (5) days that year, at their current rate of pay as of December 31<sup>st</sup>.
- b. **Donated Sick Leave.** If at the end of any given year a member has contributed time under the donated sick leave policy and has between fifteen (15) and thirty (30) days of accrued sick time, they may sell back up to a maximum of five (5) days that year at their current rate of pay as of December 31<sup>st</sup>.
- c. This section may be repealed by action at the State or Federal level prohibiting the sell back of sick time.
- d. In the event that one of the holidays enumerated herein occurs while a member is on sick leave, no charge will be made against the accrued balance of the employee's account.
- e. Excluding telecommunicators, in the event members of the union are requested to stay home due to a building closure while a member is on sick leave, no charge will be made against the accrued balance of the employee's account.

10. No employee shall be allowed to work who endangers the health and well-being of himself/herself or other employees and, if the employee's condition warrants, the employee shall be directed to the Township physician for determination of his/her fitness for duty.

11. After 5 or more consecutive days of sick leave, the Township may require an employee to be examined by a Township physician before returning to work.

ARTICLE IX

**BEREAVEMENT LEAVE**

1. Bereavement leave refers to the time a member takes away from work as a result of the death of a family member or loved one. In addition to personnel leave that can be used for grieving the loss of a loved one, all permanent, full-time employees, except those covered by the provisions of collective bargaining contract, shall receive bereavement leave in accordance with the following schedule:

- a. Members shall be entitled up to five (5) workdays off, without loss of pay, in the event of the death of a following "immediate" family member: parent, spouse,

sibling, child, grandchildren, stepchildren, foster child or resource family child, that may or may not reside in the same residence; or person, partner, or significant individual who resides permanently in the same residence.

- b. Members shall be entitled up to three (3) workdays off, without loss of pay, in the event of the death of a following "immediate" family member: grandparent, parent-in-law / sibling-in-law / son or daughter-in-law, or miscarriage of a child.
- c. Members shall be granted up to one (1) day off, without loss of pay, to attend a funeral and/or any post-death bereavement ceremony for a non-immediate family relative defined as uncle, aunt, nephew, niece, or cousin.
- d. Members shall be granted up to one (1) day off per calendar year, without loss of pay, to attend a funeral and/or any post-death bereavement ceremony of a close, non-family individual. This includes a co-worker, significant other that was residing with an "immediate" family member, religious godparent, or friend. Loss of a pet is not covered under bereavement leave.

ARTICLE X  
**VACATIONS**

1. The following vacation schedule shall remain in effect for the term of this Agreement for employees hired before December 31, 2022:

**LENGTH OF SERVICE**

**VACATION ALLOWED**

Less than One (1) year

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

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

Thirteen (13) Days

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

Sixteen (16) Days

The tenth (10th) year

Twenty-one (21) days

The eleventh (11th) year and thereafter

Twenty-five (25) days

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

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

<u>LENGTH OF SERVICE</u>	<u>VACATION ALLOWED</u>
Initial month of employment	1 working day if they begin work on the 1st through 8th day of the month. 1h/ day if they begin work on the 9th through 23rd day of the month.
Less than One (1) year	After the initial month through the end of the first calendar year, one (1) vacation day for each completed month of service.
One (1) calendar year but less than Ten (10) calendar years	Twelve (12) Days
After Ten (10) calendar years but less than twenty (20) calendar years	Fifteen (15) Days
After twenty (20) calendar years of Continuous service	Twenty (20) Days

- If a member's employment is terminated for any reason mid-year, he or she will be entitled to a pro-rata portion of their vacation days for that year.
- The vacation period shall begin on January 1 of each calendar year.
- Employees shall not be required to work on any day which is a vacation day.
- Accumulation of vacation days shall be pursuant to **Civil Service** rules and regulations.
- For personnel serving in the title of Public Safety Telecommunicator or Senior Public Safety Telecommunicator, vacation requests must be submitted in writing at least eight hours prior to requested vacation leave. For all other covered titles in the union, vacation requests must be submitted in writing at least one (1) calendar day in advance of the requested vacation day.
- In the event that one of the holidays enumerated herein occurs while a member is on vacation leave, no charge will be made against the accrued balance of the employee's account. Excluding telecommunicators, in the event members of the union are requested to stay home due to a building closure while a member is on vacation leave of *less than three (3) days*, no charge will be made against the accrued balance of the employee's account.

ARTICLE XI  
**HOLIDAYS**

1. The Township will pay employees for the following unworked holidays:
  - a. New Year's Day
  - b. Martin Luther King's Birthday
  - c. Washington's Birthday
  - d. Good Friday
  - e. Memorial Day
  - f. Independence Day
  - g. Labor Day
  - h. Columbus Day
  - i. General Election Day
  - j. Veteran's Day
  - k. Thanksgiving Day
  - l. Day after Thanksgiving
  - m. Christmas Day
  
2. If any of the above listed holidays falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday falls on a Sunday, it shall be celebrated on the following Monday.
  
3. If a holiday falls during an employee's vacation, he shall be paid for that day as a holiday and it shall not be charged to his vacation time.
  
4. In addition to the foregoing, Holiday provisions for Public Safety Telecommunicators shall also provide that:
  - a. Holidays for dispatchers shall be observed for the twenty-four (24) hour period of the actual holiday.
  
  - b. Any dispatcher working a holiday shall be paid 1.75 times the hourly rate plus eight (8) hours holiday pay. Dispatchers who are not scheduled to work and who are not called-in for overtime work will receive regular pay plus eight (8) hours pay.
  
  - c. Dispatchers who are not regularly scheduled to work on a holiday, but who are called to work, shall be paid at the rate of 2.25 times the base hourly rate for all hours worked plus eight (8) hours holiday pay.



ARTICLE XII  
**MILITARY DUTY**

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

ARTICLE XIII  
**JURY DUTY**

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

ARTICLE XIV  
**MANAGEMENT RIGHTS**

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

ARTICLE XV  
**NO STRIKE**

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
2. The Union recognizes the Township's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of New Jersey, to maintain and operate its departments and agencies efficiently.
3. The Township has and is vested with all the customary and usual rights, power, functions and authority of management.
4. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is the responsibility of the Township.

## ARTICLE XVI

### **DISCIPLINE**

1. No employee shall be disciplined or discharged without just cause.
2. The Township shall take no final disciplinary action against any employee without:
  - a. Written charges and specifications,
  - b. Affording the employee the right to request a hearing,
  - c. The employee's right to representation, and
  - d. The employee's rights provided under Civil Service statute.
3. No hearing shall be held sooner than five (5) days after the service of the written charges and specifications referred to in section 2 (a) above.
4. The Union shall be provided with a copy of all disciplinary charges and specifications referred to in section 2 (a) above

## ARTICLE XVII

### **GRIEVANCE PROCEDURE**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that the procedure will be kept as informal as may be appropriate.
2. Definitions: The term "grievance" shall mean an allegation that there has been:
  - a. A misinterpretation of misapplication of the terms of the agreement.
  - b. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the employees affecting terms and conditions of employment.
  - c. Disciplinary Action.
3. The Township agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) union representative who is an employee of the Township at the appropriate Step.
4. **Steps of the Grievance Procedure:** The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement.

- a. STEP 1. The grievant shall institute action in writing, signed and delivered to his/her immediate supervisor within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward. The grievant or the Supervisor may request a meeting to discuss the grievance.
- b. The supervisor shall render a decision in writing within five (5) working days after receipt of the grievance.
- c. STEP 2. In the event the grievance has not been resolved at Step 1, the Union and only the Union may file the written grievance on the approved form with the Township Administrator within fifteen (15) working days of the grievant's receipt of the response or expiration of the time to respond to Step 1.
- d. The Township Administrator or his/her designee shall discuss the grievance with the grievant, the designated representative of the employer, and the representative of the union within ten (10) working days of receipt of the grievance at this Step.
- e. A written decision shall be given to the union by the Township Administrator no later than five (5) days thereafter.
- f. STEP 3. In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union may submit the matter to arbitration on the following conditions:
  - i. The request for arbitration must be filed in writing with the Public Employment Relations Commission no later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at Step 2.
  - ii. Nothing in this agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.
  - iii. Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Civil Service, this procedure shall be optional. If any appeal is filed with the Department of Civil Service the processing of the grievance shall cease and the grievance withdrawn and, if necessary the matter withdrawn from arbitration.

- iv. No arbitration hearing shall be scheduled until such time as the time limits or appeal to the Department of Civil Service have expired, usually not later than twenty (20) days from the date of the action complained of.
  - v. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
  - vi. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this agreement.
  - vii. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then, from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without power or authority to make any decision:
    1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
    2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Township under applicable law, and rules and regulations having the force and effect of law.
5. The filing or dependency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the employer to take the action complained of subject, however, to the decision of the arbitrator.
  6. The parties may mutually agree in writing to extend any time limit at any step of the procedure.
  7. Advisory Arbitration of grievances may be sought by the Union when binding arbitration of grievances, as defined in Paragraph 2, is not permitted.

## ARTICLE XVIII

### **SENIORITY**

1. Seniority is defined as the length of an employee's continuous service with the Township.
2. An Employee shall cease to have seniority rights by:

- a. Voluntary quitting.
  - b. Justifiable discharge.
  - c. When absent without leave or on an approved unpaid leave of absence, except military leave, in accordance with Civil Service rules and regulations.
  - d. The Township shall supply the Union with an up-to-date Seniority List.
3. Seniority shall be applied for the following purpose, in addition to those under Civil Service Law, Rules and Regulations:
    - a. Priority selection of vacations.
    - b. Rotation of overtime work.
    - c. Selection of shifts.

#### ARTICLE XIX

#### **LAYOFF AND TERMINATION**

1. No employee shall be laid off or his work terminated for reasons other than just cause.
2. In the event reduction in force is necessary in any one area or department, the Township will endeavor to place affected employees in available openings in the same area or department or another area or department.
3. At the time of layoff, employees shall receive all vacation time due and not taken.
4. In the reduction or restoration of the working force, the rule to be followed shall be length of service with the Township and in accordance to Civil Service Rules and Regulations.

#### ARTICLE XX

#### **UNION SECURITY**

1. Pursuant to law, the Township agrees that every employee shall have the right to freely join, organize and support the Union and its affiliates for the purpose, of engaging in collective negotiations.
2. As a duly elected body exercising governmental power under the laws of this State, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by any laws of New Jersey and the United States.

3. It is agreed that at the time of hiring, the Township will deliver to each new employee a copy of this Agreement and a packet of materials to be supplied by the Union.
4. Whenever any representative of the Union or any other employee covered by this Agreement is required or scheduled to participate during working hours in negotiations, grievance proceedings conferences or meetings, he or she shall suffer no loss in pay or any other contractual benefit to which he or is entitled such as vacation or personal leave, etc. Such activities shall be scheduled by or be scheduled with the approval of Township officials, which shall not unreasonably be withheld.

#### ARTICLE XXI

#### **DUES DEDUCTION**

1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Local 108 (Clerical Division)-UFCW, RWDSU, AFL-CIO, CLC (hereinafter "Union"). Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9(g). Dues shall be transmitted to the Union on a monthly basis.
2. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township Chief Financial Officer during the month following the filing of such card with the Township.
3. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the Business Agent or designated Shop Steward of the Union advising of such changed deduction.
4. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Personnel Officer.
5. An employee may voluntarily pay a fair share fee to the Union. The requirements regarding the fair share fee shall be applied consistent with the US. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union account(s).
6. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share

assessment as furnished by the Union to the Township, or in reliance upon the official notification on letterhead of the Union signed by the Business Agent or designated Shop Steward advising of such changed deduction.

#### ARTICLE XXII

#### **BULLETIN BOARD SPACE**

1. The Township shall provide a bulletin board for use by the Union to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their workstations, or during their rest periods. All notices shall be initialed by the Shop Steward and shall relate to Union affairs.
2. The Union will hold the Township harmless and indemnify the Township, its agents and employees for any damages, fees and costs arising out of the Union's use of the Bulletin Board.
3. The Union bulletin board shall be installed in the employee lunchroom in the Municipal Building.

#### ARTICLE XXIII

#### **MAINTENANCE OF BENEFITS**

1. No clause in the Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

#### ARTICLE XXIV

#### **FULLY BARGAINED PROVISIONS**

1. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, only, and executed by both parties.

#### ARTICLE XXV

#### **SAVINGS CLAUSE**

1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXVI  
**HEALTH AND SAFETY**

1. Any issues that the Union deems to be health and safety problems will be communicated to the Township Administrator.
2. The Administrator will, at the Union's request, meet with representatives of the Union to discuss the problems and hear any recommendations which the Union may have to resolve the problems.
3. The Township will make a reasonable effort to resolve health and safety issues raised by the Union.
4. The Township will notify the Chief Steward of the Union of any proposed measurement of worker exposure to any potentially dangerous condition or toxic substances to which workers are exposed together with material data sheets, if any.

ARTICLE XXVII  
**CIVIL SERVICE RULES AND POSITIONS**

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



ARTICLE XXVIII

**UNION LEAVE**

1. The employees covered by this Agreement shall be granted ten (10) days per annum aggregate time off with pay to attend to Union business. Additionally, they shall be granted five (5) days per annum aggregate without pay to attend to Union Business.
2. Two union officials shall be given time off to attend management-union meetings.

ARTICLE XXIX

**POSTING**

1. All vacancies in any bargaining unit position shall be posted on bulletin boards for a period of seven (7) working days. The posting shall include:
  - a. The Civil Service description of the job;
  - b. Location of the job;
  - c. Salary range of the job.
2. A copy of the posting will be given to the Chief Steward.
3. During the seven (7) day posting period the Township may fill the vacancy on an interim basis in order to avoid undue interruption of Township operations.
4. Prior to permanent filling of a vacancy, pursuant to Civil Service requirements, the Township will fill the vacancy in accordance with this procedure in order that existing employees may have an opportunity to make known any desire to apply for the position.
5. A vacancy shall be deemed to occur when:
  - a. An existing position is vacated as a result of a termination, promotion or transfer;
  - b. A new position is created in the bargaining unit.
6. Whenever possible, the Township will post vacancies as soon as it has formal notice that a vacancy will occur.

ARTICLE XXX

**PERSONAL LEAVE**

1. Employees shall be entitled to three (3) days for Personal Leaves in each calendar year, or prorated share thereof for new employees hired during the year or when an employee separates during the year. Unused personal days shall expire at the end of each year; however,

employees may, before December 31st of each year, request written approval from their Director to carry their unused personal days earned in that year to March 31st of the following year before such leave will expire.

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

#### ARTICLE XXXI

#### **EMPLOYEE LOUNGE**

1. The Employer shall provide a table and chairs, maintain the refrigerator and provide an air conditioner in the employee lounge.
2. The Union shall have the right to maintain a filing cabinet at an approved location within the Municipal Building.

#### ARTICLE XXXII

#### **PERSONNEL FILE**

1. There shall be one personnel file for each employee.
2. The employee shall have the right to examine the file on written request to the Department Head.
3. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any employee be refused for longer than one (1) working day. The employee may have a Union representative present at such examination.
4. The employee shall be entitled to a copy of the file in the event of formal disciplinary charges and shall be entitled to a reasonable amount of copies in other events.
5. No formal disciplinary action or other document which might be used in a disciplinary hearing may be placed in the file unless the employee was provided with a copy which was initialed by the employee in the presence of a union official prior to being placed in the file.
6. The employee shall have the right to place a written rebuttal in the file to any document in the file.

ARTICLE XXXIII

**DURATION**

1. This Agreement shall be effective, January 1, 2022 through December 31, 2025.
2. By this Agreement, this contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which shall continue beyond the expiration date of this contract.
3. Either party to this Agreement may serve notice of an intention to modify or change this Agreement no sooner than one hundred and twenty (120) days prior to the expiration of the contract.

ARTICLE XXXIV

**PAY PERIODS**

1. Beginning January of 2022, the Township shall reserve the right to go from bi-weekly to a 24-pay cycle. If operating on a 24-pay cycle, pay days shall be twice monthly on the 15th and the last day of the month, unless the payday falls on a holiday. Saturday or Sunday, in which case pay days shall be the last workday preceding the holiday.

IN WITNESS WHEREOF the parties have hereunto placed their signature this \_\_\_\_ day of \_\_\_\_\_ 2023.

**For the Township:**

\_\_\_\_\_  
Francis "Mac" Wornack III  
Mayor

Attested by:

\_\_\_\_\_  
Lisa Russo  
Municipal Clerk

**For Local 108:**

\_\_\_\_\_  
Mark Fritsche, Shop Steward  
RWDSU Local 108 – Clerical Division

\_\_\_\_\_  
Jonathan Watson, Shop Steward  
RWDSU Local 108 – Clerical Division

\_\_\_\_\_  
Jasper Patnell, Business Agent  
RWDSU Local 108 – Clerical Division

\_\_\_\_\_  
Kourtney Frangella, Shop Steward  
RWDSU Local 108 – Clerical Division

## **SCHEDULE A**

### **BARGAINING UNIT POSITIONS**

Account Clerk  
Asst. Zoning Officer and Housing Inspector  
Bookkeeping Machine Operator  
Clerk 1  
Clerk 2  
Clerk 3  
Clerk 4  
Clerk Stenographer 2  
Code Enforcement Officer  
Construction Inspector  
Electrical Inspector  
Keyboarding Clerk 1  
Keyboarding Clerk 2  
Keyboarding Clerk 3  
Motor Vehicle Operator, Handicapped  
Principal Engineering Aide  
Public Safety Telecommunicator  
Purchasing Assistant  
Records Support Technician 2  
Records Support Technician 3  
Recreation Aide  
Senior Account Clerk  
Senior Bookkeeping  
Machine Operator  
Senior Clerk Transcriber  
Senior Engineering Aide  
Senior Payroll Clerk  
Senior Public Safety Telecommunicator Supervisor  
Collections and Billing  
Technical Assistant  
Construction Telephone Operator  
Violation Clerk  
Assistant Welfare Interviewer

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