

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF EAST BRUNSWICK**

**AND**

**N.J. STATE LAW ENFORCEMENT OFFICERS ASSOCIATION,  
LOCAL 9**

January 1, 2004 to December 31, 2008

## INDEX

ARTICLE I	RECOGNITION .....	1
ARTICLE II	NEGOTIATION PROCEDURE .....	2
ARTICLE III	APPOINTMENTS AND DISCIPLINARY ACTION .....	3
ARTICLE IV	GRIEVANCE PROCEDURE .....	4
ARTICLE V	STATEMENT OF POLICY AGAINST DISCRIMINATION .....	6
ARTICLE VI	SENIORITY .....	7
ARTICLE VII	SALARY .....	8
ARTICLE VIII	ASSOCIATION RIGHTS AND PRIVILEGES .....	9
ARTICLE IX	MANAGEMENT RIGHTS .....	10
ARTICLE X	UNIFORMS .....	11
ARTICLE XI	MISCELLANEOUS AGREEMENTS .....	12
ARTICLE XII	WORK ASSIGNMENTS .....	13
ARTICLE XIII	SAVING CLAUSE .....	14
ARTICLE XIV	DURATION OF AGREEMENT .....	15

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ in the year 2005 by and between the **TOWNSHIP OF EAST BRUNSWICK**, hereinafter referred to as the TOWNSHIP, and the **N.J. STATE LAW ENFORCEMENT OFFICERS ASSOCIATION, LOCAL 9**, hereinafter referred to as the ASSOCIATION, has been created for the purpose of harmony and mutual understanding between the Township and members of the Association, in order that continuous and efficient service be rendered to the community.

**WITNESSETH:**

**WHEREAS**, the Township and the Association have conducted negotiations in good faith with respect to terms and conditions of employment;

IT IS AGREED AS FOLLOWS:

**ARTICLE I**

**RECOGNITION**

The Township hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment for all Class I and Class II Special Police Officers employed by the Township, but excluding all other employees, managerial executives and confidential employees.

**ARTICLE II**

**NEGOTIATION PROCEDURE**

**SECTION A:**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with law.

**SECTION B:**

No provision of this Agreement may be changed, supplemented or altered, except as agreed to by the Business Administrator and the Union.

**ARTICLE III**

**APPOINTMENTS AND DISCIPLINARY ACTION**

Appointments and disciplinary action of unit members will be in accordance with N.J.S.A. 40A:14-146.14.

## ARTICLE IV

### **GRIEVANCE PROCEDURE**

#### SECTION A - DEFINITIONS:

1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties involving the interpretation or application of any provision of this Agreement.
2. Grievances arising out of the application, interpretation, and alteration of managerial policies and rules and regulations which do not affect mandatorily negotiable terms and conditions of employment and are management prerogatives and non-mandatory subjects for negotiations and grievances arising out of the application or interpretation of statutes or administrative regulations expressly or impliedly incorporated in this Agreement may not proceed to binding arbitration.

#### SECTION B - PROCEDURE:

A grievance shall be processed as follows:

A grievance must be presented no later than fourteen (14) calendar days after the grievance arises or after the aggrieved employee may reasonably be presumed to have knowledge of the matter causing the grievance, whichever occurs later. The time limitations in this Article are of the essence and not merely procedural. No grievance shall be entertained or processed unless it is filed within the time limits set forth in this Section, unless extended by mutual consent by the Business Administrator or designee and the Local 9 President or designee in writing.

All references to days herein shall mean working days except as set forth above, exclusive of Saturdays, Sundays, and holidays.

No response to a grievance at any Step in the procedure shall be deemed a denial entitling the Association to proceed to the next Step of the Procedure.

Grievances shall only be processed on the approved form mutually agreed upon by the parties for such purpose.

**STEP 1:** The grievance shall be reduced to writing by the Association and submitted to the Department Director. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. The answer to such grievance shall be in writing to the Association and shall be provided within ten (10) days of the submission of the grievance.

STEP 2: If the grievance is not settled at Step 1, then the Association shall, within ten (10) days of the due date of the Step 1 response, submit the grievance to the Business Administrator. The written grievance must set forth in reasonable detail the facts underlying the grievance, related contract provisions at issue, and the relief sought. A written response shall be provided by the Business Administrator within ten (10) days of its submission.

STEP 3: If no settlement of grievance has been reached by the parties at Step 2, and the grievance is not within the meaning of Section A(2), the Association shall have the right to submit the unresolved grievance to binding arbitration. However, the request for arbitration must be initiated within ten (10) days of the time the answer was received from the Business Administrator (or considered due in Step 2). The Association shall make written application to the New Jersey Public Employment Relations Commission requesting that an arbitrator be appointed to hear the grievance in accordance with its rules and make a final determination. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be in written form setting forth findings of fact, reasons, and conclusions and shall be submitted to the employer and to the Association. It shall be binding and final on the parties and the employees. All employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is finally determined, except where an imminent danger to safety and health exists.

#### SECTION C:

The cost of fees and expenses of the Arbitrator shall be shared equally by the Association and the employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the Association and the Township.

#### SECTION D:

If either or both parties desire a verbatim record of the proceedings, it may cause a record to be made, and the cost of such record shall be either equally borne by the parties if mutually agreed or borne by the party requesting the record if not mutually agreed.

## **ARTICLE V**

### **STATEMENT OF POLICY AGAINST DISCRIMINATION**

The Township and Association both agree that they shall not discriminate against any employee because of race, color, sex, marital status, military service, religion, national origin, political affiliation, age, physical or mental disablement (except where age, physical or mental disablement constitute a bona fide occupational qualification) and the parties further agree that no employee shall be discriminated against or interfered with because of Association activities or the lack thereof.



## **ARTICLE VI**

### **SENIORITY**

#### **SECTION A:**

1. Seniority shall be defined as an employee's term of continuous service with the Township within their bargaining unit. Seniority may not be carried over from one bargaining unit to another.
2. Seniority may be lost by a "break in service". A break in service shall occur whenever an employee resigns, is discharged for cause, or retires. Seniority shall not be earned during a period of layoff but, a layoff shall not be deemed a break in service resulting in the loss of seniority. In the event an employee returns to the employ of the Township following a break in service no credit for any prior seniority shall be awarded.
3. Seniority shall be earned during military service as required by the prevailing law at the time of the military service.
4. Seniority shall not be earned during any period of suspension from employment, whether with or without pay, by reason of disciplinary action, unless said suspension is reversed and disciplinary action rescinded.
5. In the event of a layoff, the least senior employee in the classification (Special I or Special II) will be laid off. Laid off employees will be reinstated in reverse order of seniority by classification.

**ARTICLE VII**

**SALARY**

**SECTION A:**

For all employees hired prior to April 1, 2005, the following wages shall be paid:

May 1, 2005 .....	\$18.50 per hour
January 1, 2006 .....	\$19.50 per hour
January 1, 2007 .....	\$20.50 per hour
January 1, 2008 .....	\$21.50 per hour

For all employees hired after April 1, 2005, the following salary scale shall be in effect:

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
1st year of employment	13.00	14.00	15.00	16.00
2nd year of employment	14.00	15.00	16.00	17.00
3rd year of employment	15.50	16.50	17.50	18.50
4th year of employment	17.00	18.00	19.00	20.00
5th year of employment	18.50	19.50	20.50	21.50

**SECTION B:**

Employees shall receive a minimum of two (2) hours pay for each time he/she is scheduled for duty. Employees shall be paid for all time they are required to be on duty. Employees shall be paid in half-hour increments.

## **ARTICLE VIII**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### **SECTION A - INFORMATION:**

Management agrees to provide all relevant information, in response to reasonable requests, pertaining to the employees' terms and conditions of employment as articulated in this Agreement and as may be necessary for the Association to process any grievance.

#### **SECTION B - USE OF MUNICIPAL MEETING ROOMS AND EQUIPMENT:**

The Association and its representative may schedule the use of municipal meeting rooms at all reasonable hours. The Association may use Township office equipment, excluding supplies, as may be needed at reasonable times, when such equipment is not otherwise in use. This use shall be arranged and approved by the Administrator and/or his/her designee(s). Such approval shall not be unreasonably withheld. The Association shall provide reasonable notice to the Township whenever it requires the use of any Township facility or equipment.

## **ARTICLE IX**

### **MANAGEMENT RIGHTS**

#### **SECTION A:**

The Township reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to determine the methods, means, and personnel by which such operations are to be conducted; and (d) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

#### **SECTION B:**

Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal, State, or Municipal Law, and furthermore, nothing in this Article shall be construed to empower the Township to change, modify, or alter any of the provisions of this Agreement without the express written authorization of the Association.

#### **SECTION C:**

The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Township except as such right may be modified by the terms of this Agreement.

**ARTICLE X**

**UNIFORMS**

**SECTION A:**

The Township agrees to supply new employees all required uniforms.

**SECTION B:**

The Township agrees to replace uniforms on an as needed basis for current employees within the Department's budget amount of \$220 per officer per year, or a greater amount if submitted by the Department Head, and approved by the Township Administrator, upon presentation of appropriate receipts. Uniforms shall include rain gear and reflective vests.

If there are funds remaining in the uniform line item at the end of a calendar year, the Township Administrator may encumber the balance as an offset for clothing costs which occurred beyond the \$220 per officer per year and pay said cost during the next calendar year.

**ARTICLE XI**

**MISCELLANEOUS AGREEMENTS**

The Township shall continue the current practice for the use of Township owned vehicles whenever such use is required in the sole discretion of the Township and properly authorized.

## **ARTICLE XII**

### **WORK ASSIGNMENTS**

Work assignments as currently constituted shall continue in effect. The Township agrees that should it require a change in the distribution of work, it will notify the Association twenty-one (21) days in advance of such decision. In the event the twenty-one (21) day notice is not possible, the Township shall notify the Association of such change as soon as possible. The Township agrees to negotiate with the Association, upon demand, the effects of its decision to change the distribution of work to the extent required by law.

### **ARTICLE XIII**

#### **SAVING CLAUSE**

Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Federal or State legislation, or any decree of a court or administrative agency of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.



## **ARTICLE XIV**

### **DURATION OF AGREEMENT**

**SECTION A:** This Agreement shall be effective January 1, 2004 and shall extend through December 31, 2008.

**SECTION B:** This Agreement shall continue in full force and effect from year to year, unless one party or the other gives notice, in writing prior to the expiration date of this Agreement of a desire to change or modify this Agreement.

**SECTION C:** Should a successor agreement not be reached by December 31, 2003, all rights, privileges, and responsibilities under this Agreement shall be continued until a new Agreement is agreed upon and signed.

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

AGREED:

TOWNSHIP OF EAST BRUNSWICK

\_\_\_\_\_  
William Neary, Mayor

\_\_\_\_\_  
Elizabeth H. Kiss, Township Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

N.J. STATE LAW ENFORCEMENT OFFICERS ASSOCIATION, LOCAL 9

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\_\_\_\_\_  
Date

## AGREEMENT

**This agreement is by and between Local 9, New Jersey State Law Enforcement Officers Association and the Township of East Brunswick. This agreement is intended to detail the procedure for the utilization of Special Police Officers in those instances when regular police are unavailable. These situations shall be known as “quasi-duty.”**

**The parties agree as follows:**

- 1. This agreement shall only apply in those instances when the Department of Public Safety is unable to assign a regular police officer to a “quasi-duty” assignment normally staffed and filled by regular police.**
- 2. In those instances where a regular police officer is unavailable, the Township may fill said vacancy with a Special Police Officer per current practice.**
- 3. The applicable rate paid to regular police officers shall be paid to the Special Police Officer assigned to the vacancy. This rate shall apply only to “quasi-duty” assignments.**
- 4. Nothing in this agreement shall be construed as to interfere with the customary practice of assigning regular police officers to “quasi-duty” assignments. Special Police shall only be utilized when regular police are unavailable.**

**For the Union:**

**For the Township:**

\_\_\_\_\_  
**Ralph Lamo, President**

\_\_\_\_\_  
**James R. White, Business Administrator**

\_\_\_\_\_  
**Date**

