

RESOLUTION #85-214

WHEREAS, the Township Committee with the aid of its Administrator and Attorney has negotiated a new contract with Monmouth Council #9 N.J. Civil Service Assn. on behalf of this township's Blue Collar employees for the years 1985, 1986 and 1987 and wishes to formally adopt said contract;

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of Middletown Township that the contract in the forms annexed be and it hereby is adopted and approved with the Mayor and Clerk being hereby authorized to take all steps necessary to execute said agreement on behalf of the Township.

Middletown, Township of

and

NJCA, Monmouth Council #9

(Blue Collar Employees)
Dept. of Public Works

CERTIFICATION

I, Lawrence J. Cella, Township Clerk of the Township of Middletown hereby certify the foregoing to be a true copy of a resolution adopted by the Middletown Township Committee at a regular meeting held June 24, 1985.

WITNESS, my hand and the seal of the Township of Middletown this 25th day of June, 1985.

Lawrence J. Cella
Lawrence J. Cella, Township Clerk

#85-214

X January 1, 1985 - December 31, 1987

AGREEMENT BETWEEN THE TOWNSHIP OF
MIDDLETOWN, A MUNICIPAL CORPORATION,
AND THE BLUE COLLAR EMPLOYEES OF THE
TOWNSHIP OF MIDDLETOWN, MONMOUTH COUNCIL
NO. 9, NEW JERSEY CIVIL SERVICE ASSOCIATION

This Agreement, made and entered into this 24th day
of June , 1985, by and between the Township of Middle-
town, a municipal corporation of the State of New Jersey,
located at Kings Highway, Middletown Township, Monmouth county,
New Jersey, hereinafter known and designated as the "Employer,"
and Monmouth Council No. 9, NEW JERSEY CIVIL SERVICE ASSOCIATION,
hereinafter known and designated as the "Union,"

WITNESSETH:

WHEREAS, the Union has presented proof that
it represents a substantial majority of a unit composed of all
permanent employees working in the Department of Public Works
in the Township of Middletown; and

WHEREAS, the Employer, by virtue thereof, has recog-
nized the said Union as the sole and exclusive bargaining
agent for all permanent full-time employees working in the
Department of Public Works of the Township of Middletown;
and

WHEREAS, the Employer has an obligation, pursuant
to Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1, et seq.
(hereinafter Chapter 303), as amended and supplemented to
negotiate with the Union as the said representatives of all
permanent full-time employees working in the Department of
Public Works of the township of Middletown, who are members
of the Union, and to provide orderly and peaceful procedures
for presenting employee grievances and proposals; and

WHEREAS the Employer, on its own behalf and on
behalf of the citizens of the Township of Middletown, hereby

retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey and the United States; and

WHEREAS, the exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Employer and the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and of the United States; and

WHEREAS, nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the laws of the State of New Jersey or any other national, state, county, or local laws or regulations as they pertain to the Employer; and

WHEREAS, it is the intention of both the Employer and the Union that this Agreement be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1. The Employer hereby recognizes the Union as the representative of the employees of the Department of Public Works of the Township of Middletown, who have elected to be represented by the Union for the purpose of presenting and making known to their Director, or such person as may be designated by the Administrator, their grievances and proposals.

Section 2. The Employer agrees to deduct the initiation fee and/or dues from the wages of each employee who is a member of the Union, and to forthwith remit the same to the Union office.

Section 3. The Union agrees to file a dues deduction authorization form with the Employer for each employee prior to such deduction, and same shall be in accordance with the applicable statutes of the State of New Jersey.

ARTICLE 2 - HOURS OF WORK

Section 1. Each permanent full-time employee shall receive a minimum guarantee of thirty-seven and one-half ($37\frac{1}{2}$) hours of work or pay for each week. No guarantee is made that said work will be assigned in the employee's job category, and employees agree to work in other job classifications at no change in rate of pay, and the employer agrees to make such assignments on a seniority basis.

The work week shall be from Monday through Friday. Normal hours of work shall be 8:00 A.M. to 4:00 P.M. All hours worked beyond seven and one-half ($7\frac{1}{2}$) hours in any one day or thirty-seven and one-half ($37\frac{1}{2}$) hours in any week shall be paid at the rate of time and one-half for said excess hours.

Saturday work shall be paid at the rate of time and one-half the hourly rate for all hours worked in excess of thirty-seven and one-half ($37\frac{1}{2}$) hours that week. When an employee is required to work on a Saturday, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half rate, subject to the above paragraph, and such employee shall be present and available for such minimum time.

Employees reporting to work on a straight time day shall be guaranteed a minimum of seven and one-half (7 1/2) hours work or pay.

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a minimum of four (4) hours work or pay at the rate of double time on Sunday and of double time plus the holiday pay on a holiday. If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

Section 2. Lunch period for employees starting at 8:00 A.M. is to be 12:00 noon to 12:30 P.M., for which the employee shall not be paid. Should an employee be required to work through his lunch period because of an emergency, he shall be given an opportunity to take a lunch break not to exceed twenty (20) minutes as soon as practicable, and shall be paid for such lunch break.

Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon, and shall be paid for such breaks.

Section 3. When an employee is not scheduled for work, and his services are required, he may be called to work and his time shall start when he arrives either at his place of assignment or at the Township Garage, plus one-half (1/2) hour's pay for travel time.

When an employee is called to work under the above conditions, he shall be guaranteed a minimum of four (4) hours work or pay, including travel time. All hours worked outside of the employee's regular hours shall be paid at the time and one-half rate. If an employee is called in outside of his regular hours and works partly regular hours

and partly outside regular hours, he shall be paid at the regular rate for the time worked during his regular scheduled hours, and shall be paid at the time and one-half rate for all hours worked outside his regularly scheduled hours.

When, in the opinion of the director of Public Works, safety conditions require, the Director shall assign both a driver and a laborer to certain pieces of equipment used for plowing snow. In all other cases, only a driver shall be assigned to each piece of equipment.

Section 4. When an employee is required to work ten (10) hours or more on a normal work day, or a full overtime day, he shall be granted a second one-half hour lunch period at no loss of pay for such lunch period and be granted an additional one-half hour lunch period for each five (5) hours over the above mentioned ten (10) hours, also at no loss of pay for such lunch period.

Section 5. Each such employee shall also receive a meal allowance of \$10.00 for each continuous ten (10) hour time period worked and \$5.00 for every four (4) hours continuously worked thereafter.

ARTICLE 3 - HOLIDAYS

Section 1. The employees shall receive fourteen (14) official holidays per year as presently authorized by the township Committee of the Township of Middletown:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

General Election Day

Veterans' Day

Thanksgiving Day

Thanksgiving Friday

Christmas Day

Pay for holidays not worked shall be seven and one-half (7 1/2) hours pay at the straight time rate.

Section 2. In the event that any of the above enumerated holidays shall fall on a regular work day, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 3. In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

ARTICLE 4 - VACATIONS AND PERSONAL DAYS

Section 1. Up to one (1) year of service, each employee shall receive one (1) working day's vacation with pay for each full month of service.

Employees shall receive vacation at times designated by the Employer with pay based on years of service in accordance with the following vacation table:

1 to 5 years of service - 12 days vacation with pay
6 to 10 years of service - 15 days vacation with pay
11 to 20 years of service - 20 days vacation with pay
Over 20 years of service - 1 day for each year of service over 20 years

Vacation time shall be determined from the date of the employees commencement of employment with the employer. An employee's pay check for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said pay check is made at least two (2) weeks prior to his vacation date.

Section 2. Senior employees shall be given preference within their classification, and where consistent with work schedules, when selecting vacation periods.

Section 3. Any employee eligible for vacation, whose employment has terminated for any reason other than disciplinary, shall nevertheless receive a prorated vacation.

Section 4. Vacation time may be accumulated for no more than two (2) years.

Section 5. Each employee shall be entitled to and may take two (2) days during the year as personal days off from work with pay for seven and one-half (7 1/2) hours at straight time. At least two (2) days prior to the desired personal day except in the case of an emergency, the employee shall request from the Director of Public Works and the employee's supervisor permission to take the desired day as a personal day. Permission shall not be unreasonably denied, subject however, to the following standards:

- A. No personal day shall be granted for any day which immediately precedes or follows a three day holiday weekend, or any of the designated paid holidays set forth in this Agreement.
- B. No personal day shall be granted for any time during which, in the Director's opinion, the employee's presence on the job is indispensable

to the performance of the department in relation to a particular ongoing activity.

C. In the event more than one employee desires a particular day as a personal day, the Director shall determine the maximum number of employees which can be granted the requested personal days without detrimentally affecting the operation of the department. Based on said determination the Director may grant the requested personal days to no more than that number of employees, and he shall deny all other requests. The granting of said requests shall be made on a seniority basis.

D. In the event an employee's request for a personal day has been denied and the employee takes the requested day as a sick day after said denial, the employee shall, within two (2) days following said absence, furnish to the Director a written medical report by a physician certifying the employee to have been ill. Failure to furnish said medical report shall subject the employee to disciplinary action by the Employer.

ARTICLE 5 - SICK LEAVE

Employees are to receive fifteen (15) days sick leave per year after one year's service with pay.

Employees with less than one year's service are to receive one day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31 next following day of appointment, and fifteen

(15) days of sick leave with pay for each calendar year thereafter. During the first three (3) months of employment, an employee may accumulate but not take sick leave.

Should an employee at the time of his retirement or separation from service, have accumulated but not used sick leave, he shall be paid at the rate of 100% of the amount accumulated, provided however he has served twenty (20) years or more, and separation is of a voluntary nature. Said employee shall be paid for his accumulated sick leave at the same rate of pay as he was earning at the time of his separation from service. The employee shall give written notice to the Township of his intention to retire prior to January 1 of the effective year. Upon failure to give the required written notice in time, the Township shall not be obligated to make payment until the second pay day after the budget for that year has been adopted.

ARTICLE 6 - DEATH IN FAMILY

Section 1. In case of death in the immediate family, as hereinafter defined, an employee shall be granted three (3) days off, which days shall be the day of the funeral and two days between date of death and date of funeral prior thereto, with pay. Payment shall be made for only such of the three (3) days as are working days, and these days shall not be charged against sick leave. Immediate family is hereby defined to include the spouse, child, step-child, sister, brother, mother, mother-in-law, father, or father-in-law of the employee.

Section 2. In the case of a death of an employee's grandmother, grandfather, sister-in-law, brother-in-law,

aunt, uncle, niece or nephew, an employee shall be granted one (1) day off following the date of death to attend the funeral, and shall be paid for such day. At least one (1) day prior to the date of the funeral, the employee shall notify the Director of Public Works and the employee's supervisor of his intention to attend the funeral.

ARTICLE 7 - SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1. Newly hired permanent employees shall be considered to be on a trial basis for a period of ninety (90) days from the date of attaining permanent status, and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey Division of Civil Service. Such employees may, during their trial periods, be terminated at any time during said period without recourse whatsoever.

Section 2. Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean the length of continuous permanent service with the Employer, regardless of capacity or department.

Section 4. In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of the employee's ability, fitness, seniority, and Civil Service certification. It is the intention of the Employer to fill vacancies from within the department before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grades to fill the vacancy. Any

dispute arising under this section is to be subject to the grievance machinery.

Section 5. One (1) steward shall have during the respective periods in such capacity, top seniority, except for promotion purposes, and after his periods of service, he shall have a normal seniority status with respect to layoff and recall.

Section 6. An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Voluntary resignation
- B. discharge for just cause
- C. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

Section 7. Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

Section 8. The Employer, upon recalling, shall do so in the inverse order of layoff. He shall recall the last employee laid off, providing, however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing, and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

Section 9. An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

Section 10. Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

ARTICLE 8 - WORK CLOTHES

Section 1. The Employer will provide the following items on a turn-in basis to the mechanics/employees without cost:

- A. Work gloves as needed, subject to inspection and approval of the supervisor;
- B. Summer uniforms with short sleeves, which will be provided by the Employer between May 1 and October 1 of each year;
- C. Winter work clothes or outer winter jackets are to be provided by the Employer between October 1 and April 30, of each year;
- D. In 1985, winter work shoes, not to exceed \$50.00 are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the employees. The employees, within five (5) days of receipt of said checks, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified term will result in reprimand or suspension.
- E. In 1985, summer work shoes, not to exceed \$40.00

per pair, are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the employees. The employees, within five (5) days of receipt of said check, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified time will result in reprimand or suspension.

- F. In 1986 and 1987 mechanics/employees will receive shoe money in the amount of \$90.00. The check shall be made payable to the employee and shall be payable in a lump sum amount on the 4th Tuesday in January in each of the contract years.

Section 2. The employer in 1985 will provide all other employees the following items on a permanent basis without cost:

- A. Full uniforms consisting of 5 winter shirts, 5 summer shirts, 5 pairs of work pants and a winter jacket.
- B. Winter work shoes, not to exceed \$50.00 are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the employees. The employees, within five (5) days of receipt of said checks, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified term will result in reprimand or suspension.
- C. Summer work shoes, not to exceed \$40.00 per

pair, are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the employees. The employees, within five (5) days of receipt of said check, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified term will result in reprimand or suspension.

D. During the remaining years of the Contract the employer will provide these employees with uniform maintenance money in the following amounts:

1986: \$150.00

1987: \$200.00

These amounts shall be payable in a lump sum amount on the 4th Tuesday in January of each of the contract years.

ARTICLE 9 - BULLETIN BOARDS

Bulletin boards will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

ARTICLE 10 - NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of his activities as a member of the Union. There shall be no discrimination against any employee because of his race, color, religious creed, national origin, political affiliation, sex, or Union affiliation.

ARTICLE 11 - MAINTENANCE OF EXISTING CONDITIONS

It is the intent of the Employer and the employee that any presently existing working conditions are to remain

in full force and effect except as specifically modified by this Agreement.

ARTICLE 12 - GRIEVANCE MACHINERY

Section 1. It is hereby agreed that the Employer has the right to discharge for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefore at the time of such action. Such discharge shall conform to Civil Service procedures.

Section 2. A grievance within the meaning of this Agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement exclusively.

Section 3. Any aggrieved employee shall present his grievance within five (5) working days of its occurrence, or such grievance will be deemed waived by the Union and the employee.

Section 4. In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1.: The employee and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Supervisor. If it is not satisfactorily settled within three (3) working days, then the employee and the Steward shall sign a written complaint and forward the grievance to the next step in the procedure.

The Steward shall be permitted reasonable time during working hours to process complaints at no loss of pay.

Step 2. The Steward will discuss the grievance with the Business Administrator. In the event the grievance

is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form, and forward the matter to the next step in the procedure.

Step 3: The Union representatives and the Administrator or such person as may be designated by him shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties upon notice to the other party.

Step 4: If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

1. The Business Agent of the Union
2. The Shop Steward
3. The Director of Public Works or his designee
4. The Business Administrator or his designee

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding upon all parties. If the decision of the Grievance Committee is not unanimous, then, in that event, either party may, within thirty (30) days, request

the Public Employees Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute, and the arbitrator's decision shall be final and binding on all parties.

The arbitrator shall have no authority to change, modify, or amend the provisions of this Agreement.

Section 5. It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that they will not strike, slow-down, or cause a slow-down or engage in any work stoppage or other job action during the term of this Agreement. Any employee who violates the terms of this section shall be subject to discharge.

ARTICLE 13 - JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at court and will be paid his regular daily earnings for such time as he is required to be in attendance at court.

ARTICLE 14 - RIGHT OF VISITATION

Section 1. The Business Agent or his representatives, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purposes of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Business Administrator for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representatives shall not in any way interfere

with the operation of the municipal offices or shops during working hours, and this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 15 - WAGES

The pay increase for the calendar year 1985 shall be 5% above 1984 salary levels.

The pay increase for the calendar year 1986 shall be 5 1/2% above the 1985 salary levels.

The pay increase for the calendar year 1987 shall be 5 1/2% above the 1986 salary levels.

ARTICLE 16 - DEFECTIVE EQUIPMENT

Section 1. The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

All equipment which is refused by an employee because it is not mechanically sound or properly equipped shall be appropriately tagged so that the tag is readily observable by other employees, and the tag shall remain thereon until the Maintenance Department has remedied the complaint. The Maintenance Department shall remove the tag upon correction, and the equipment shall thereupon be available for use.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of government regulations relating to safety of person or equipment. The term "dangerous condition of work" does not relate to the type of cargo which is hauled or handled.

Section 2. Employees shall immediately, or at the end of their shifts, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer, and shall be made in multiple copies, one copy to be retained by the employee. Such reports shall be made out on company time. The Employer shall not require any employee to take out equipment that has been reported by any other employee as in an unsafe operating condition until same has been approved as being safe by the Mechanical Department and the tag has been removed.

ARTICLE 17 - LONGEVITY

In addition to the wage increase in Article 15, employees shall receive a longevity bonus in accordance with the following schedule:

1985:	After 5 years of service	2% of salary
	After 10 years of service	3% of salary
	After 15 years of service	4-1/2% of salary
	After 20 years of service	6% of salary
1986:	After 5 years of service	2-1/2% of salary
	After 10 years of service	3-1/2% of salary
	After 15 years of service	5% of salary
	After 20 years of service	6-1/2% of salary
1987:	After 5 years of service	3% of salary
	After 10 years of service	4% of salary
	After 15 years of service	5-1/2% of salary
	After 20 years of service	7% of salary

Longevity pay for a calendar year will be spread over the pay periods of the employee during that year. Service for purposes of longevity pay shall be calculated from the date of first employment with the employer. Time in the employ of the employer, regardless of department or division,

shall be counted. Each Employee shall qualify for longevity increment on the date of Anniversary of his or her employment.

ARTICLE 18 - MEDICAL, SURGICAL, AND HEALTH PLANS

The rights, privileges, and benefits currently in effect for the employees under current health plans for the Township shall be continued during the period of this Agreement. The Township shall continue and pay for the Dental Plan presently in existence without charge to the employee for the period of this agreement.

ARTICLE 19 - APPLICATION OF SENIORITY

Seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than are required, the more senior employees in this classification shall be assigned to perform the duties required, and the less senior shall be assigned other duties.

Where an employee has no work to perform in his respective classification, he may be required to work in another classification, and said assignment shall be on a seniority basis to that classification in which there is available work, but there shall be no change in said employee's rate of pay; provided, however, that if an employee is required to work three (3) consecutive days or more in a high classification, he will be paid at the rate established for said classification.

Regular Road Department employees shall first be offered regular and overtime work before non-employees of the Department of Public Works are offered such work. However, this shall not apply to independent contractors employed from time to time by the Department, and the Director shall have freedom to make such assignments at his discretion.

ARTICLE 20 - ASSIGNMENT OF OVERTIME

Overtime shall be assigned to the employees as follows:

Section 1. Weather-Related Overtime shall be assigned by use of an Overtime Schedule posted in the Township Garage by seniority. If an employee refuses to report to work his name will then go to the bottom of the priority list.

Section 2. Unique overtime shall be assigned on a rotating basis according to title. The assignment of such overtime shall be done by use of a list/chart which will be posted in the Township Garage. If an employee is unavailable or refuses to report to work for unique overtime, said employee's name will go to the bottom of the rotation list.

Section 3. The provisions contained herein shall not apply to those employees who operate certain equipment which can not be operated by any other employee. These employees shall be assigned overtime when the need for their services so arises.

Section 4. The employer retains the discretion to assign employees unique overtime regardless of said employee's place on the rotation list if said employer feels that the employee is necessary for the completion of the overtime assignment.

ARTICLE 21 - SAFETY

All complaints regarding an employee's safety shall be handled through the grievance machinery.

No employee shall be required to operate unsafe equipment, and further, the Employer shall not require an employee to operate any equipment that does not meet the safety requirement of the State of New Jersey.

ARTICLE 22 - MANAGEMENT RIGHTS

Section 1. The Employer retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline, or discharge employees for just cause.

Section 2. Nothing in the Article shall be interpreted to deprive any employee of rights guaranteed to him by federal or state law, and all the rights enumerated in this Agreement.

Section 3. The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the Employer except as such right may be specifically modified by the terms of this Agreement.

ARTICLE 23 - APPLICABLE LAWS

Section 1. Nothing herein shall abrogate or in any way modify any of the rules or procedures of the New Jersey Civil Service Commission, or the provisions of this Agreement to that extent shall be null and void.

Section 2. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of federal, state, and local laws.

ARTICLE 24 - SAVING CLAUSE

Section 1. Should any part or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof.

ARTICLE 25 - RETIREMENT, HEALTH AND MEDICAL BENEFITS

Section 1. After January 1, 1984, upon retirement

and with fifteen (15) years of service, an employee shall have his or her medical and health insurance coverage paid in full by the Township, but only while the employee is 62, 63 and 64 years of age.

Said employee, at age 65 and thereafter, and so long as the employee is covered by Medicare, shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Middletown Township Employee Health Plan Booklet) not paid by Medicare.

Section 2. Subject to the terms set forth in Section 3, while said employee is 62 years of age or older, the employee's spouse who is not yet 65 years of age shall have his or her medical and health insurance coverage paid in full by the Township. Once the employee's spouse reaches age 65 and so long as he or she is covered by Medicare, such spouse shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Middletown Township Employee Health Plan Booklet) not paid by Medicare.

Section 3. Any and all obligations by the Township for payments on behalf of the employee/spouse shall terminate six (6) months after the date of the employee's death.

ARTICLE 26 - DISABILITY PLAN

Section 1. Effective January 1, 1986, the employer will provide to the employees the State Disability Plan as set forth in the Temporary Disability Benefits Law, N.J.S.A. 43:21-25 et seq. Employer and Employee Contributions to the Disability Plan shall be made in accordance with the applicable provisions of N.J.S.A. 43:21-7 et seq.

ARTICLE 27 - MERIT INCREMENT

All employees on staff shall receive a two percent (2%) merit increment in each year of the contract. The merit increment for 1985 shall be retroactive to January 1, 1985. The merit increments in each of the other contract years shall be effective on January 1, 1986 and January 1, 1987. Employees at maximum step shall not receive this two percent (2%) increment. If the increase is denied, said denial shall be subject to the grievance procedure. Written notice of a denial of the increment shall be given to the employee prior to January 1 of each year.

ARTICLE 28 - AGENCY SHOP

An agency shop shall be established at 85% of dues effective July 1, 1984.

ARTICLE 29 - UNION ACTIVITIES

Section 1. Shop Stewards shall have the opportunity to attend union sponsored lectures and seminars. The maximum number of employees allowed to attend any given seminar or lecture is six (6). The number of days off for each employee attending said functions shall not exceed four (4). No employee shall be allowed to be absent from work for any longer than two (2) consecutive days. The employee shall notify and receive permission from the employer at least one (1) week prior to the date of said lecture or seminar of his intention to attend said seminar or lecture. Permission will not be unreasonably withheld.

Section 2. Employees who attend said lectures or seminars pursuant to Section 1 alone shall be paid at the regular rate of pay for the days absent from work. However, the Employer is not responsible for any costs incurred in attending the Union activities. The parties agrees that all

out-of-pocket expenses incurred by the employees attending said activities shall be borne by either the employee personally or the Union.

ARTICLE 30 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 1985, and shall remain in full force and effect and expire on December 31, 1987.

Section 2. The employees shall have the right to open negotiations on salaries between August 1 and August 31 of 1987. Should there be a dispute as to salaries, the employees shall not cease work, and all salary disputes when settled shall be retroactive to the agreed date between the parties.

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.

ATTEST:

THE TOWNSHIP OF MIDDLETOWN

Lawrence J. Allen
Township Clerk

James F. Maher, Jr.
James F. Maher, Jr., Mayor

MONMOUTH COUNCIL NO. 9 -

7/23/85

By: Steven Hallgrims

ATTEST BY: Bernice Krausz
Union Delegate
Middletown Township