

A G R E E M E N T

BETWEEN

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

AND

COMMUNICATIONS WORKERS OF AMERICA
(Dispatcher/Police Clerical Unit)

JANUARY 1, 2008 through DECEMBER 31, 2011

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2009, by and between the TOWNSHIP OF MARLBORO, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and COMMUNICATIONS WORKERS OF AMERICA, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as herein defined, for the purposes of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all non-supervisory white collar workers in the Police Department, Trainers, and all full-time Dispatchers of the Police Department of the Township of Marlboro, New Jersey, now employed or hereafter employed. For the purpose of this Agreement, the terms of Dispatcher, employee or employees shall refer to all members of the bargaining unit as defined herein.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Marlboro hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing the personnel, method and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and this Agreement.

6. To layoff employees in the event of lack of work or funds, or efficiency of operations, so long as said reason for the lay-off is bona-fide.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IV

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union. The employee may elect to use the grievance procedure as outlined in Article VI, herein. The employee/Union agrees to notify the Township of any alleged discrimination/sexual harassment and give the Township 15 days notice to correct such before instituting a grievance. Nothing herein will relieve the Union or the Township of any duty it has by law to mitigate or correct the alleged discrimination/sexual harassment.

ARTICLE V

MAINTENANCE OF OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievance as defined herein. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted. The Union shall be notified of any grievance submitted by an employee, and shall have the right to be represented at any and every step of the grievance procedure, including the informal step incorporated in this Section.

C. A grievance is defined as:

1. A claimed breach, misinterpretation or improper application of the terms of this Agreement, or

2. A claimed violation, misinterpretation or improper application of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the department, as well as any alleged discrimination or sexual harassment claim, to include minor disciplinary actions to the extent these can be considered as grievable by applicable law. Counseling shall not be grievable.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. The time limits herein may be extended by mutual agreement of the parties.

Step One: The grievant or the Union shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred in writing to his/her immediate supervisor. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached within ten (10) calendar days, the grievant or the Union may appeal the decision of the immediate supervisor, in writing, to the Chief of Police within five (5) calendar days thereafter. The written grievance at this Step shall contain the relevant facts and copies of the written submission at Step One and a copy of the immediate supervisor's response, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. The Chief of Police shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

Step Three: If the grievance is not resolved at Step Two, or if no answer has been received by the Union within the time set forth in Step Two, the grievant or the Union may appeal the decision of the Chief of Police, in writing, to the Business Administrator within ten (10) calendar days thereafter. The written grievance at this Step shall contain all relevant documents and correspondence from the preceding Step. The grievant or the Union, in the written submission, can request a conference with the Business Administrator. The Business Administrator may, upon receipt of the grievance, also request a grievance conference. The conference shall be scheduled at a mutually agreed upon time. The Business Administrator shall respond, in writing, to the grievance within fourteen (14) calendar days of the submission, or, if a grievance conference is held, within fourteen (14) calendar days of the conference.

Step Four: If the grievance is not settled through Steps One and Two, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the Business Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts

presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Business Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. Disciplinary matters shall be arbitrable as permitted by law.

ARTICLE VII

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to 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 President of the Union advising of such changed deduction.

D. 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 Clerk.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become, or remain, members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Township. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

K. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suites 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 information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VIII

UNION BUSINESS LEAVE

A. Upon prior notice to an approval of the Chief of Police, or his designated representative, members of the Union's Grievance Committee (not to exceed a total of two (2) employees in number) may be permitted to confer with the Township in accordance with the Grievance Procedure set forth herein, during duty hours, without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department up to its proper effectiveness. Such leave will not be unreasonably denied.

B. Upon prior notice to and approval of the Chief of Police, or his designated representative, members of the Union's Negotiating Committee (not to exceed a total of two (2) dispatch employees and two (2) clerical employees in number) may be permitted to attend collective bargaining meetings during duty hours without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department up to its proper effectiveness. Such leave will not be unreasonably denied.

C. 1. Two (2) stewards (one each from the dispatch and clerical sections) of the Union may be each granted up to a maximum of an aggregate of thirty (30) hours off annually without loss of pay for the purpose of attending Union conferences and/or seminars.

2. In order to be eligible for this benefit, the steward or officer must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

3. If an employee fails to provide prior notification and verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

D. The Union and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for meetings. The Business Administrator, upon request, shall

allocate a specific available place for said meeting. The Union shall not displace any official meetings of the Township Government, whether scheduled or special.

E. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employees and the Union understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE IX

BULLETIN BOARDS

A. The Union shall have the use of the bulletin boards in the police lunch room for the posting of notices relating to meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President or designee shall be permitted to be posted on said bulletin board.

C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE X

HOURS, OVERTIME & EMERGENCIES

I. Dispatchers

A. 1. The Union recognizes the right of the Township to schedule all bargaining unit personnel to work a forty (40) hour per week shift, consisting of a work day of eight (8) hours, including a one-half (1/2) hour paid meal period.

2. The work day presently consists of not more than eight (8) consecutive hours. The work week presently consists of five (5) consecutive eight (8) hour days followed by two (2) days off for a period of two (2) weeks. In the third week of each cycle, the work week presently consists of five (5) consecutive eight (8) hour days, followed by three (3) days off. Each work day consisting of eight (8) hours shall include a one-half (1/2) hour paid meal period.

3. The Union recognizes that the Chief of Police or his designee can change the work schedule to create a more efficient operation, as determined by the Chief of Police or his designee. Whenever practicable, the employer will attempt to provide twenty-four (24) hours advance notice of a schedule change.

B. 1. When an employee is required to work overtime in excess and in continuation of his/her regular day's shift, he/she shall be compensated at the rate of one and one-half (1/2) times his/her regular base hourly rate of pay for all time worked.

2. An employee may request compensatory time off in lieu of pay. The rate of compensatory time will be at the same rate as paid time. An employee shall be able to accumulate a "bank" of a maximum of sixty-four (64) hours compensatory time, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor.

3. Compensatory time, as outlined in Section B2 above, may, at the employee's option, be used in lieu of sick leave, but in no event can it exceed three (3) consecutive sick days at any given time. Compensatory time used in lieu of sick leave is subject to the same provisions as the use of sick time pursuant to the Sick Leave Article.

C. If an employee is recalled to duty or is called to duty on an off-duty day, he/she shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift.

D. 1. In the event an employee is required to testify or appear in court during his/her off-duty time, he/she shall receive overtime as per this Article for all time spent in court.

2. An employee who has been served with a subpoena requiring their availability to testify or appear in court on his/her off-duty time, shall receive overtime in accordance with this Article for all time spent while on call, so long as the testimony is required as a consequence of the performance of their duties.

E. As far as practicable, overtime shall be distributed equally amongst bargaining unit employees.

F. As far as practicable, overtime shall continue to be distributed on a rotating seniority basis.

II. Police Clerical

A. The Township will, beginning May 1, 2009, reduce the hours for all police clerical employees and will begin a four-day workweek. Police clerical employees currently working a 35 hour work week will work a 32.5 hour, four-day work week. Police clerical employees currently working a 32.5 hour work week will be reduced to a 30.5 hour four-day work week. Police clerical employees will have the option of taking a half-hour lunch instead of a full hour lunch. Police clerical employees will work a Monday through Thursday work week. All holidays that fall on Fridays will be celebrated on the following Monday.

1. During the period when the reduced hours as outlined above are in place, the Township will not hire seasonal, temporary or part-time employees to perform bargaining unit work.
2. If, due to budgetary problems beyond 2010, the Township determines that employees

should be required to remain on the reduced work week schedules outlined above, the Township will provide CWA with at least thirty (30) days notice of its intent.

3. The Township will provide CWA with a copy of any proposed layoff plan to be submitted to the Civil Service Commission at least thirty (30) days prior to the submission of such a plan. CWA reserves its right to legally challenge any plan to impose furloughs or unpaid leave days on bargaining unit employees.
4. The reduced hours referred to above, are designed to assist the Township through tough economic times. It is the Township's intention to eliminate the need for employees to work reduced hours as soon as the current economic and budget restraints have been sufficiently resolved to allow for same.

B.

1. Employees who work overtime that has been approved in advance by their supervisor, or his/her designee, will be compensated for such overtime work. Overtime compensation shall be computed at the employee's base hourly rate of pay for all hours worked up to 32.5 hours per week, and at the rate of one and one-half (1 1/2) times the employee's base hourly rate of pay for all hours worked in excess of 32.5 hours in any given work week. As long as the employee is in pay status, he/she shall be considered as on duty for the calculation of hours worked in either the form of cash or compensatory time, except as limited by B.3, below.

2. When an employee is required by the Township to attend a meeting, court session, etc. as part of their employment with the Township, and said meeting, court session, etc.

extends beyond 11:00 p.m., the employee shall receive one and one-half (1 1/2) times the employee's base hourly rate for all hours worked beyond 11:00 p.m.

3. Employees shall have the option of accumulating up to 50 hours compensatory time off as opposed to overtime pay. In order to utilize the compensatory time, the employee must give prior notice to, and receive prior approval from the Department Head. Compensatory time off is to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor.

4. When an employee is not scheduled for work and his services are required, he/she may be called to work and he shall receive a guarantee of two (2) hours. All hours worked outside of the employee's regular hours shall be paid at the applicable overtime rate. If an employee is called in outside of his regular hours and worked partly regular hours and partly outside regular hours, he/she shall be paid at the regular rate for the time worked during his/her regularly scheduled hours, and shall be paid at the applicable overtime rate for all hours worked outside his regularly scheduled hours.

5. When an employee is required to work on Sunday, s/he shall receive pay at the rate of time and one-half regardless of whether or not he/she has worked a forty (40) hour week that week. If an employee is required to work on a holiday, he/she shall be paid not only for the holiday, but also at the rate of time and one-half for the hours actually worked on the holiday, regardless of whether or not he/she has worked a forty hour week that week.

6. The hours of work will be from 8:30 a.m. to 4:30 p.m. or from 8:00 a.m. to 4:00 p.m. Monday through Friday, which time shall include one (1) hour off for lunch, which is unpaid.

7. If an employee is released from work for inclement weather, he/she shall suffer no loss in pay. The Business Administrator will control closings in a reasonably uniform manner.

C. For the purpose of this Section only, vacation days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his or her scheduled work days due to disciplinary suspension said employee shall not accrue any vacation time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any vacation time during said leave of absence.

ARTICLE XI

SALARIES

Police - Clerical

- A. January 1, 2008 – 4% retroactive only but not included in base pay for 2009 forward. The increase however will be considered part of an employee’s pensionable base for 2008.
- B. Police Clerical - 2009 - 7 % reduction effective May 1, 2009 to be accomplished by the reduction of hours set forth in Article X, Section B
- C. Effective January 1, 2010, all employees shall receive a 2% across the board increase in base salary.
- D. Effective July 1, 2010, all employees shall receive a 2% across the board increase in base salary.
- E. Effective March 1, 2011, all employees shall receive a 3% across the board increase in base salary.
- F.. Dispatchers will be paid in accordance with the Dispatcher Salary Guide herein, to which the above percentage increases have been applied.
- G.. 1. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.
2. If an employee changes his/her job classification and/or department and then returns to same, all seniority accrued prior to the change shall be continued. Employment seniority shall prevail in the selection of vacation, schedules, lunch breaks and personal days.
- H. Any employee promoted into a new position shall receive a salary increase of two thousand (\$2,000.00) dollars or the starting salary in the new position, whichever is greater, provided it does not exceed the maximum established salary range. This

promotional raise shall not be construed as limiting, in any way, any other negotiated salary increases that the employee would otherwise have received.

I. Salary Levels. Salary levels are per the attached Salary Schedules. The minimums and maximums for each range have been adjusted in accordance with the salary increases in Sections A, B and C and D.

II. Dispatchers

A. Effective on the dates set forth below all employees will be paid in accordance with the following schedule:

Steps	1/1/2008	1/1/2009	1/1/2010	7/1/2010	3/1/2011
1	\$34,644	\$33,312	\$33,978	\$34,658	\$35,698
2	\$38,524	\$37,042	\$37,783	\$38,538	\$39,698
3	\$40,329	\$38,778	\$39,554	\$40,345	\$40,348
4	\$42,172	\$40,550	\$41,361	\$42,188	\$43,454
5	\$44,122	\$42,425	\$42,427	\$43,276	\$44,574
6	\$46,177	\$44,401	\$45,289	\$46,195	\$47,581
7	\$47,941	\$46,097	\$47,019	\$47,959	\$49,398
8	\$49,844	\$47,927	\$48,886	\$49,863	\$51,359
9	\$50,841	\$48,886	\$49,864	\$50,861	\$52,387
10	\$51,858	\$49,863	\$50,860	\$51877	\$53434

B. Progression through the step scale is annual (on the employee's anniversary date) and automatic unless the township can show just cause why an employee's job performance would preclude a step advancement. In such event, the employee must be notified at least thirty days in advance of the deficiencies which, if not corrected, could result in the withholding of the step increment. This notification period will not apply in the event a situation arises within the thirty day period that effects the step progression.

C. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

D. All new employees shall receive the salary enumerated in level one, except where, in the sole discretion of the Chief of Police, with the approval of the Governing Body, a new employee should start at a higher level due to experience and/or other circumstances.

E. Working Up in Rank. Employees who are performing the job duties of a higher rated title for more than three consecutive weeks will be compensated at the higher rate of pay or seven and one-half percent (7.5%), whichever is greater for all time so assigned.

ARTICLE XII

NO LAYOFF PLEDGE

A. In consideration for the substantial personnel savings achieved through the reduced hour work weeks agreed to above, the Township pledges that there shall be no layoffs of police clerical employees during the period through December 31, 2010.

B. If any member of the police clerical unit is laid off prior to January 1, 2011 in violation of the no layoff pledge contained above, the Township agrees to the following.

C. All members of the police clerical unit who are not laid off will receive a 4% across-the-board increase in base salary, in addition to the across the board increases provided in Article XI.

D. In addition, if prior to December 31, 2010, any police clerical unit member is laid off, the provisions in Article XII that require reduced hour work weeks will no longer be operative and employees who are not laid off will be restored to their normal work week hours.

E. Any police clerical unit member laid off prior to January 1, 2011, will be given at least ninety (90) days notice of layoff. The Township will provide CWA with a copy of any proposed layoff plan to be submitted to the Civil Service Commission for approval at least sixty (60) days prior to the submission of such plan.

F. If the Township determines that layoffs are necessary beginning on or after January 1, 2011, the Township will provide CWA with at least thirty (30) days notice of such layoffs and will provide CWA with a copy of the layoff plan at least thirty (3) days prior to its submission to the Civil Service Commission. The parties agree to negotiate over alternatives to layoffs.

ARTICLE XIII

LONGEVITY

A. Effective January 1, 2001, each employee shall receive a noncumulative longevity payment as follows:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After five (5) years of service through ten (10) years of service	\$1,000.00
After ten (10) years of service through fifteen (15) years of service	\$1,500.00
After fifteen (15) years of service through twenty (20) years of service	\$2,000.00
After twenty (20) years of service	\$2,500.00

B. Those employees who, by prior agreement were receiving a percentage longevity, shall continue to receive their longevity as a percentage.

C. Such longevity payments shall not be added to an employee's salary to calculate the following year's salary.

D. For purposes of pension calculations, longevity is in base pay, subject to the language contained in Article X, Paragraph II above.

ARTICLE XIV

HOLIDAYS

A. The following shall be considered paid holidays during the term of this Agreement:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Presidential Election Day
Labor Day	(Once every 4 years)
	Employee's Birthday
	(only for Dispatchers)

A Dispatcher may request another day off in lieu of their birthday and such request will not be unreasonably denied.

If any of the above listed thirteen (13) fixed holidays for white collar employees falls on a Saturday, the employee then gets the preceding Friday off; and if the holiday falls on a Sunday, the employee gets the next day off (Monday).

B. If the Township Council or Mayor gives or declares a holiday to the other Township employees, then that day is granted to the employees covered by this contract. The term "holiday" does not include emergency closings.

C. For dispatchers only: Employees may elect to be compensated at the rate of one and one-half (1 1/2) their regular rate of pay for up to six (6) holidays worked. The remainder of holidays worked shall be compensatory days. The employee must make the election as to how many days for which he will receive compensation and how many shall be days off by November 15 of the preceding year. Days off in lieu of holidays shall be granted by the Township as and when requested by the employee, except where the manpower needs of the Department preclude the granting of days off. When an employee's request for a day off in lieu of holiday is denied because of the manpower needs of the Department, the employee's request for another day off shall be granted as soon as possible after the request is made.

D. For dispatchers only: By November 1 of each year, a tentative work schedule for the following work year shall be provided.

E. For dispatchers only: Employees may accumulate days off in lieu of holidays to a maximum of forty (40) days.

ARTICLE XV

HEALTH AND LIFE INSURANCE

A. The Township shall continue to provide health insurance coverage for all full-time employees, and their dependents, through the New Jersey State Health Benefits Plan. However, the members of the bargaining unit will contribute 4% of their health insurance premiums for Dependent coverage capped at no more than \$250.00 annually for the life of this agreement. Such contributions will not commence until all employees of Marlboro who are in the New Jersey State Health Benefits Plan are subject to the same provisions. Such deductions will be made pre-tax. The base plan will be the Direct Access 15.. If an employee exercises his or her option to enroll in Direct Access 10 or either of the two HMOs offered by the State Health Benefits Program, the employee will pay the difference in premium costs between the base plan (Direct Access 15) and the other plans.

B. The Township has the right to change insurance carriers or institute a self-insurance program so long as equivalent or better benefits are provided.

C. The Township shall continue to provide fully paid dental insurance coverage in a plan equivalent or better than the plan currently in effect. The deductible for dental claims shall be not more than \$50.00 per person / \$150 per family. The annual per person, maximum dental coverage shall be \$1400.00 for 2004. The Annual maximum shall increase to \$1500.00 in 2005 and increase to \$1600.00 in 2006.

D. The Township shall provide a group life insurance policy for each employee in the amount of \$20,000.00.

A. If at any time the Township is considering changes to any insurance policies referred to in this agreement, the union shall be so notified and provided ample opportunity to review and discuss any possible changes.

B. Employees who wish to waive coverage under the Township health insurance plan shall be entitled to an opt-out incentive payment of at least \$3600 or a greater amount if adopted by the Township. Employees who wish to participate may be required to show proof of alternative coverage.

C. Retirement Planning Payments & Credits

1. Effective January 1, 2002, the Township will pay annually to each qualified retiree, as that term is later defined, a sum of \$4,000.00 per year from the time of retirement until the retiree reaches age sixty-five (65).

2. This payment shall be made each year on or before March 1st. In the first year of retirement, a pro-rated portion of the \$4000 will be made within sixty (60) days of the retirement effective date.

3. The retiree may use this payment to purchase health insurance or for any other reason in his or her sole discretion. Each qualified retiree shall be responsible for the selection of, enrollment in and any and all administration associated with such insurance coverage if the money is used for such. The Township shall have no responsibility in regard to any health insurance.

4. There shall be no obligation of the Township to make payments once the qualified retiree reaches the age of sixty-five (65) except as hereafter may be provided. In the year of the qualified retiree's sixty-fifth (65th) birthday, the Township's payment shall be a prorated portion of \$4,000.00 which represents the portion of the year between January 1st, and the birthday.

5. "Qualified Retiree" as used herein means a person within the bargaining unit who has worked full time for the Township for at least twenty (20) years and is at least age sixty-two (62) or who has worked full time for the Township for twenty-five (25) years. Employees hired after January 1, 2005 must have twenty-five (25) years of service and have reached the age of fifty-five (55) or twenty (20) years of service and have reached the age of sixty-two (62) before being entitled to the credits in Section 7 below.

6. "Full time" as used herein means working normally and on average throughout the year for at least 32.5 hours per week.

7. Employees who continue to work for the Township after attaining twenty-five (25) years of service or after attaining the age of sixty-two (62) with at least twenty (20) years of service, shall be credited with \$4,000.00 for each full year an employee works beyond the date of first eligibility under such parameters, which shall accumulate from year to year to a maximum of fifteen years of credit. It shall not accumulate beyond when an employee reaches age sixty-five (65) however and the year he or she turns sixty-five (65) will be prorated so that the credit is only given for that portion of the year from the anniversary of the first eligibility date and the employee's sixty-fifth (65th) birthday. At the employee's retirement or at age sixty-five (65), whichever occurs later, the employee may draw from the accumulated credited amount, a sum of up to \$4,000.00 per year whichever is greater.

8. In the event of the employee's death, any remaining amount of accumulated credit may be drawn upon by the employee's surviving spouse in the same manner.

ARTICLE XVI

VACATION

A. Employees shall receive annual vacation leave in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	15 working days
11 - 15 years	18 working days
16 - 20 years	21 working days
over 20 years	25 working days

Vacation allowance should be taken during the current year and reasonable efforts will be made to give the employee the time of his choosing. Unused vacation days may only be carried over for one year. Employees who terminate their employment with the Township or whose employment is terminated by the Township shall only be entitled to pay for those vacation days actually earned up to their termination date, on an annual pro-rata basis.

B. 1. For Dispatcher's Only: By November 1 of each year, a tentative annual work schedule for the following work year shall be provided.

2. Vacation requests submitted prior to December 1 shall be scheduled on a seniority basis. Any vacation requests submitted after December 1 shall be scheduled on a first-come-first served basis.

3. The Chief of Police or his designated representative shall post a finalized schedule and notify the employee of his approved vacation by January 1. However, the Chief of Police or his designated representative reserves the right to change schedules to meet the needs of the Township.

4. The Chief of Police or his designated representative shall notify the employee at least five (5) days in advance of any change or modification of a vacation schedule, except in case of emergency.

ARTICLE XVII

PERSONAL DAYS

A. All employees, (except Dispatchers who will retain the Employee's Birthday as a Holiday) are entitled to a maximum of four (4) Personal Days (three (3) personal days for Dispatchers) per year to attend to personal or family matters that cannot be attended to outside of normal working hours. Such days are non-accumulative, and may be used in half-day increments.

B. Requests for use of Personal time should be made at least forty-eight (48) hours in advance except in case of emergency. Requests for Personal Days shall not be unreasonably withheld. Personal leave will not be granted if it interferes with the personnel needs of the department.

ARTICLE XVIII

SICK LEAVE

A. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate family" will be those same persons as listed in Article XIX entitled "Bereavement Leave" as well as any relative of the employee residing in the employee's household.

C. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

D. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

E. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

F. All employees shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of fifty (50%) percent of accumulated sick time, provided, however, the Township shall be responsible for any amount exceeding \$15,000.

G. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time, or where emergency makes such notification impossible. In case of emergency notification should be given as soon as possible.

1. Failure to so notify his supervisor may be cause of denial of the

use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

H. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

I. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less, in which case only (1) certificate shall be necessary for a period of six (6) months.

J. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

K. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

L. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his duties and that the return will not jeopardize the health of other employees.

M. For the purpose of this Section only, sick days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his or her scheduled work days due to disciplinary suspension said employee shall not accrue sick time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any sick time during said leave of absence.

N. Employees may donate leave to those employees in need of additional sick leave, to the extent permitted by the regulations promulgated by the New Jersey Department of Personnel.

[m]O. On January 15 of 2010, 2011 and 2012, employees who bank between eleven (11) and fifteen (15) sick days of the annual sick leave allotment the prior calendar year may cash out the difference between fifteen (15) sick days and number of sick days the employee used on the basis of two sick days for one day of pay. Employees who bank between six (6) and ten (10) sick days of the annual sick leave allotment the previous calendar year may cash out the difference between fifteen (15) sick days and the number of sick days the employee used on the basis of three sick days for one day of pay.

P. Employees will not be required to use all accumulated Sick and/or Vacation time in conjunction with leave under FMLA/FLA Acts. Such employee may retain up to a combined maximum of ten (10) Sick and/or Vacation days for use after returning to work.

ARTICLE XIX

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in no event to exceed five (5) consecutive work days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother and stepsister.

C. In the event of death of the employee's mother-in-law, father-in-law, or grandparent, the employee shall be granted time off without loss of pay, but in no event to exceed three (3) consecutive work days.

D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Department Head, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.

E. In the event of a death of an employee's aunt, uncle, first cousin, brother-in-law or sister-in-law, the employee, upon the approval of the Department Head, shall be permitted to attend the day of service without loss of pay.

F. If extenuating circumstances exist, the Department Head and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Department Head and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XX

LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted, at the discretion of the Township, to permanent employees for a period not to exceed six (6) months at any one time, subject to approval by the Department of Personnel.

B. Such leaves may be renewed by the Township for an additional period not to exceed six (6) months.

C. Any additional renewals may not be granted except upon the approval by the Department of Personnel for reasons as established by Department of Personnel Rules and Regulations.

ARTICLE XXI

INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the Immediate Supervisor.

C. It is understood that the employee must file an injury report with the Immediate Supervisor so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the disability pay for no more than one (1) additional year. The Township

appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township.

ARTICLE XXII

PENSION PLAN

A. The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employees Retirement System of New Jersey.

ARTICLE XXIII

UNIFORMS - DISPATCHERS

A. For the purpose of maintaining a uniform standard for Police Radio Dispatchers, the Township agrees to provide, maintain and replace, all uniforms in accordance with departmental SOPs. When a Dispatcher has completed the ninety (90) day probationary period he/she will be issued their proper uniform in accordance with this Article.

B. All Police Radio Dispatchers will adhere to all departmental SOPs regarding wearing of and conduct in the uniform that is representative of the Police Department of the Township of Marlboro.

C. The police radio dispatcher's uniform shall be in the discretion of the Chief of Police. It shall consist of at least the following:

1. Five (5) winter shirts (long sleeve).
2. Five (5) summer shirts (short sleeve).
3. Five (5) pair standard uniform trousers.
4. One (1) pair standard uniform shoes or boots, black.
5. One (1) sweater.
6. One (1) uniform badge, Dispatcher (if required by the Chief of Police).
7. Two (2) neckties, standard uniform black (male) (if required by the Chief of Police).
8. One (1) name plate (if required by the Chief of Police).
9. One (1) standard uniform belt, black (if required by the Chief of Police).
10. One (1) complete set uniform collar pieces (if required by the Chief of Police).

D. Any part of the uniform and/or equipment that is lost and/or damaged as a result of negligence on the part of the employee will be replaced at the expense of the employee.

E. Management has the prerogative of conducting an inspection of all uniforms and/or equipment issued to Police Radio Dispatchers. However, a three (3) day notice must be provided prior to such an inspection.

ARTICLE XXIV

EMPLOYEE TRAINING

A. When the Township determines, in the exercise of its discretion, that specialized employee training is desirable and/or appropriate, it shall, where possible, endeavor to distribute such training on an equitable basis within each bureau of the Department.

B. The cost of all training which is required by the Township shall be borne by the Township.

C. The Township reserves the right to assign a suitable Township vehicle for the purpose of transportation to and from assigned training sessions and other in-service schools.

D. The opportunity to participate in such training shall not be unreasonably denied.

E. The Township agrees to pay for the tuition and books required when an employee enrolls in a job related course. The Township also agrees to give the employee the Township approved mileage allowance for attending said job related courses.

F. To be eligible for this benefit, the employee must receive prior approval from his/her immediate supervisor, and then from the Business Administrator. Approval of this benefit shall be at the final and sole discretion of the Business Administrator.

ARTICLE XXV

MEAL AND MILEAGE ALLOWANCE

A. Upon prior request and approval of the Business Administrator or the Chief of Police or his designated representative, employees shall receive a meal allowance for required attendance at training schools, and for required appearances before county, State, and Federal courts, Grand Jury, or any governmental agency. The amount of the meal allowance shall be determined by the Business Administrator, Chief of Police, or his designated representative.

B. Whenever an employee is required to utilize his/her personal vehicle in connection with Township business, he/she shall be reimbursed at the going rate as determined by the Township for all Township employees.

ARTICLE XXVI

SENIORITY

A. Traditional principles of seniority shall apply to employees covered by this Agreement as to the selection of vacation periods and compensatory days off, and reductions in force, where the qualifications of the eligible employees are equal.

B. Seniority shall be one (1) factor considered as to promotion, where the qualifications of the eligible employees are equal, as determined by the Township, except where promotions are governed by Civil Service statutes, rules and regulations.

C. Seniority, for the purposes of this Article, is defined as follows:

- Employment Seniority: Continuous unbroken full-time service with the Township.
- Job Classification Seniority: Continuous unbroken full-time service within the job classification.

If an employee changes his/her job classification and/or department and then returns to same, all seniority accrued prior to the change shall be continued.

D. Job Classification Seniority will be considered for work assignments. However, the final decision will remain with the Chief of Police, or his designee. Employment seniority shall prevail in the selection of vacation (to the extent permitted in Article XV, Vacation), lunch breaks and personal days. However, in no case may an employee exercise his/her seniority rights such that it results in a less senior employee having pre-approved leave time disapproved.

E. An employees' length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified in accordance with the Injury Leave Article.

F. Seniority shall be lost, and employment terminated, if any of the following occur: (a) discharge; (b) resignation; (c) absence for five (5) consecutive work days without leave or notice of justifiable reason for failing to give same.

G. The interpretation and application of this Article shall be in conformity with all applicable statutes and Department of Personnel rules and regulations.

H. Benefits based upon years of employment shall be measured from the date of hire by the Township. Years of service shall be the length of continuous employment of an employee by the Township as measured by the date of hire. Breaks in service may be bridged for purposes of earned time and economic benefits, upon written agreement between the authorized parties.

I. Part time employees will receive pro-rated benefits in accordance with civil service regulations or other legal requirements.

ARTICLE XXVII

SEPARABILITY & SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall not be affected thereby and shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthrightly entertain renegotiations on the invalid provision.

ARTICLE XXVIII

FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.

ARTICLE XXIX

JOB POSTINGS, ANNOUNCEMENTS AND FILLING OF VACANCIES

A. To provide advancement opportunities for employees, all existing or anticipated job vacancies within the Township shall be posted on the employee bulletin boards in the police lunch room for seven (7) working days. The posing shall include a description of the job, any required qualifications, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making application.

B. When the Township desires to fill any job vacancies, it shall first request applicants from within the Department in which the vacancy exists.

C. Names of appointees shall be forwarded to the Union upon request.

D. Whenever the Township creates and/or utilizes a "new" job title from the Civil Service listing, which the Department of Personnel indicates as "available" to all local governments to utilize, the Township will notify the Union and the range for the job title will be negotiated.

ARTICLE XXX

JURY DUTY

A. Any regular full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of Court shall be paid by the township the difference between his or her daily base rate of pay (up to a maximum of the normal numbers of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify his or her supervisor immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. No employee is attending jury duty during vacation and/or other time off from Township employment.
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If, on any given day, an employee is attending jury duty, he or she is released by the Court prior to 11 o'clock a.m., that employee shall be required to return to work by 12 o'clock noon that day in order to receive pay for that day.

ARTICLE XXXI

IRS SECTION 125 PLAN

The Township will establish an IRS Section 125 Plan no later than July 1, 2000. Employees will thereafter be permitted to set aside a portion of the salary into a pre-tax account to be utilized for the purposes permitted by the IRS which currently include family care and medical expenses.

ARTICLE XXXII

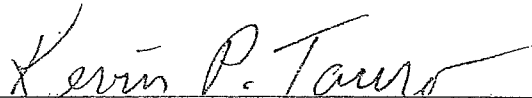
TERM AND RENEWAL

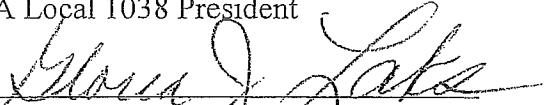
A. This Agreement shall be in full force and effect as of January 1, 2008 and shall remain in effect to and including December 31, 2011, without any reopening date unless specifically provided for herein and then only to the extent provided. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 2012.

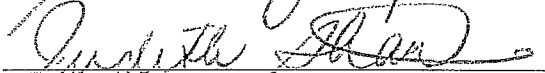
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Marlboro Township, New Jersey on this _____ day of _____, 2010.

COMMUNICATIONS WORKERS OF
AMERICA, LOCAL NO. 1038

MARLBORO TOWNSHIP
MONMOUTH COUNTY, NJ


CWA Local 1038 President


CWA Staff Representative


CWA Negotiator



