

2434

**COLLECTIVE BARGAINING AGREEMENT**

Between

**THE TOWNSHIP OF HOLMDEL**

and

**LOCAL #702 PUBLIC EMPLOYEES SERVICE UNION**

---

**January 1, 1994 - December 31, 1996**

---

**APRUZZESE, McDERMOTT, MASTRO & MURPHY**  
A Professional Corporation  
Somerset Hills Corporate Center  
25 Independence Boulevard  
P. O. Box 112  
Liberty Corner, New Jersey 07938  
(908) 580-1776

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07938  
(908) 580-1776

I N D E X

| <u>Article</u>  | <u>Page</u> |
|---|-------------|
| Preamble.....   | 1           |
| I Recognition.....  | 2           |
| II Dues Check-Off.....                                    | 4           |
| III Bulletin Boards.....                                  | 6           |
| IV Grievance Procedure.....                               | 7           |
| V Union Section Committee Business<br>And Visitation..... | 10          |
| VI Hours of Work and Overtime.....                        | 11          |
| VII Holidays.....   | 15          |
| VIII Vacation.....  | 16          |
| IX Sick Leave, Personal Days, Bereavement..               | 18          |
| X Uniforms.....   | 22          |
| XI Salary.....  | 23          |
| XII Seniority.....  | 24          |
| XIII Management Rights.....                               | 25          |
| XIV Discipline.....                                       | 26          |
| XV Promotion.....   | 27          |
| XVI Discrimination.....                                   | 28          |
| XVII Fully Bargained Provisions.....                      | 29          |
| XVIII Leaves of Absence.....                              | 30          |
| XIX Maintenance of Work Operations.....                   | 32          |
| XX Severability.....                                      | 33          |
| XXI Further Negotiations.....                             | 34          |
| XXII Health Benefits.....                                 | 35          |
| XXIII Duration of Agreement.....                          | 36          |
| Signatories.....  | 37          |

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_,  
between the **TOWNSHIP OF HOLMDEL**, having offices at 4 Crawfords  
Corner Road, Holmdel, New Jersey, hereinafter referred to as the  
"Township", and **LOCAL #702 PUBLIC EMPLOYEES SERVICE UNION** having  
offices at 2175 Highway 35 Unit A, Sea Girt, New Jersey,  
hereinafter referred to as the "Union".

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P.O. Box 112

LIBERTY CORNER, N.J. 07938

(908) 580-1776

ARTICLE I

Recognition

A. In accordance with the provisions of the New Jersey Public Employment Relations Act, the Township recognizes the Local #702 Public Employees Service Union, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission, Docket No. RO-94-48.

Unit:

Included: All Blue Collar, White Collar and Communications Operators regularly employed by the Township of Holmdel, including the Assistant Tax Collector, Purchasing Clerk and Recycling Coordinator.

Excluded: Deputy Clerk, Court Administrator, Board of Health Secretary, Planning Board Secretary, Code Enforcement Officer, Personnel Aide, Administrative Secretary, Supervisor of Accounts, Welfare Director/Recycling Coordinator, all managerial executives, confidential employees, police, supervisory employees with in the meaning of the Act, professional employees, craft employees, and casual employees and all other employees employed by the Township of Holmdel.

B. Probationary Employees: All newly hired employees shall be subject to a ninety (90) day probationary period. The

purpose of said probationary period is to enable the Township to evaluate the employee's work performance and conduct. If, at any time during or at the end of the probationary period, the conduct and/or performance of the employee is found by the Township to be unsatisfactory, the Township has the right to terminate the employee. The decision of the Township regarding the termination of employees who are probationary in status shall not be subject to the grievance procedure or any other recourse in law or equity.

All contractual benefits will begin to accrue immediately for probationary employees, but cannot be utilized until after permanent status is obtained.

ARTICLE II

Dues Check-Off

A. Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit dues deducted as directed on the authorization card.

The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms, and deliver said forms to the designated Township officials as provided for in N.J.S.A. 52:14-15.9(e).

B. The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union and the amount shall be uniform for all members.

C. No deduction will be made for any month in which there is insufficient pay available to cover same after all deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.

D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

E. The Union indemnifies, defends and saves the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction

authorization cards submitted by the Union to the Township or any action taken by the Township under all sections of this Article.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
LIBERTY CORNER, N.J. 07938  
(609) 583-1770

ARTICLE III

Bulletin Boards

A. Space on existing bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health safety and welfare of Union members.

B. Materials to be posted on the bulletin boards will be signed by the shop steward and in no event shall any material be posted which is deemed by the Township Administrator or his/her designee to be detrimental to the good order of the Township.



ARTICLE IV

Grievance Procedure

A. A grievance shall mean a complaint by a member of the bargaining unit that there has been to him/her a misinterpretation or misapplication of the terms and conditions of this Agreement.

B. Level One:

Within fourteen (14) calendar days after the occurrence of the condition giving rise to the grievance, a grievance may be submitted in writing to the immediate Supervisor by the grievant with or without a Union Committee Representative. Within five (5) business days thereafter, a written reply shall be given by the Supervisor to the grievant and Union Section Representative.

Level Two:

Within five (5) business days from receipt of the Supervisor's reply, the Union may submit the unresolved grievance in writing to the Department Head.

Level Three:

Within five (5) business days from receipt of the Department Head's reply, the Union may submit the unresolved grievance in writing to the Township Administrator. The Township Administrator, in his/her discretion, shall either review the grievance as submitted in writing and provide a written decision within five (5) business days from the date of the submission, or hold a meeting with the Union Section

Committee and the grievant within the five (5) business days and within ten (10) business days after hearing the grievance, the Business Administrator shall submit a decision in writing.

In grievances where the Supervisor and the Department Head are the same person, Level Two will be omitted and the matter will proceed to Level Three.

Level Four:

If the grievance is not settled through Steps One through Three, either party may refer the matter to the New Jersey Public Employment Relations Commission within twenty (20) calendar days after the determination of the Business Administrator or his/her designee. An arbitrator shall be selected pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission.

The arbitrator shall be limited to the issue before him/her. The arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her 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 advisory and therefore not binding upon the parties. Any grievance concerning disciplinary action shall not proceed to Level Four of this Article.

C. 1. Any grievance not presented under the Grievance Procedure described herein by the employee within fourteen (14) calendar days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless such time limit is extended by the Township. No payment shall be retroactive prior to the date of a grievance unless by mutual agreement which must be in writing.

2. Should any appeal from the disposition of a grievance by a representative of the Township not be taken by the Union within the time limits set forth in Section B of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Union, or from which no appeal has been taken by the Union, shall be final and conclusive and binding upon the employee, the Township and the Union.

3. If the Township does not respond to a grievance within the time periods set forth in the Grievance Procedure and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step at the expiration of the time period for the Township to respond to the grievance.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
PO BOX 112  
LIBERTY CORNER, N.J. 07938  
(908) 580-1778

ARTICLE V

Union Section Committee Business And Visitation

A. After first receiving the permission of the Business Administrator or his/her designee, the Union's Section Representative or any officer of the local Union shall have admission to the Township premises during working hours for the purpose 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. The Representative shall not, in any way, interfere with the operation of the Department during working hours and this privilege shall be so exercised as to help at a minimum time loss thereby to the Township.

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

PO Box 112

LIBERTY CORNER, N.J. 07938

(609) 580-1770

ARTICLE VI

Hours of Work and Overtime

A. Hours of Work

1. Clerical Employees:

The Township agrees that thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week, Monday through Friday, exclusive of any lunch break, shall constitute a regular week's work, hereinafter called the "workweek", for all full-time clerical employees in the bargaining unit.

The work week shall be thirty-seven and one-half (37-1/2) hours per week, exclusive of any lunch break, for those employees presently working a thirty-five (35) hour work week. All employees working the thirty-seven and one half (37-1/2) hour work week shall be entitled to overtime at the rate of time and one-half after thirty-seven and one-half (37-1/2) hours in any week.

2. Non-Clerical Employees:

The Township further agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week, exclusive of any lunch break, shall constitute a regular week's work, hereinafter called the "workweek", for all full-time non-clerical employees employed by the Township, with the exception of the Police Department.

3. Police Department Non-Clerical Employees:

The Township further agrees that all full-time non-clerical employees in the Police Department shall work eight

(8) hours per day, forty (40) hours per week, five (5) days per week.

4. These definitions shall not be construed as a limitation on the number of hours of work which the Township may require, subject to the overtime provision of this Agreement.

5. The Township shall have the right, for the efficient operation of its facilities, to make changes in the starting and stopping time of the daily work schedule, and to vary from the daily work schedule. Except in cases of emergency, the Union will be given three (3) weeks' notice of any permanent change in the schedule of working hours.

B. Overtime

1. The Union recognizes the Township's need for and right to require reasonable amounts of overtime.

2. The amount of overtime and the schedule for working such overtime will be established by the Township. The Township agrees that it will give reasonable prior notification of any scheduled overtime, unless circumstances preclude the Township from giving such prior notification.

In the Public Works Department, in non-job continuation or Saturday overtime, the following procedure shall be followed. Where possible, said overtime shall be posted four (4) days in advance, or sooner, of the scheduled overtime. Volunteers in the required job classification shall sign up for said overtime by the end of the work day in which the overtime is posted. The volunteers shall be selected by seniority in

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P.O. Box 112

LIBERTY CORNER, N.J. 07938

(609) 580-1776

rotation order. If a sufficient number of qualified volunteers for the required classification are not secured, overtime shall be assigned to the qualified low hour employee in the required classification. Said overtime assignments shall be made by the end of the following day.

Failure of an employee to report when the employee has either agreed to work or been assigned said overtime shall be subject to disciplinary action.

3. Overtime shall be equally distributed to the extent possible among the employees who normally perform the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

4. The Township agrees that it will pay time and one-half (1-1/2) the regular straight-time hourly rate for all authorized time actually worked in excess of forty (40) hours of work (exclusive of any lunch break) in the standard workweek. However, those employees presently receiving time and one-half (1-1/2) after their regular workweek shall continue to do so.

5. When it becomes necessary for any employee eligible for overtime to return to duty from his/her place of residence or other location, for other than that time which would be a continuation of the employee's regular work day or time that would continue into the regular work day, he/she shall be entitled to call-in pay. The employee is guaranteed a minimum of two and two-thirds (2-2/3rds) hours at the overtime rate or the equivalent of four (4) hours at his/her hourly rate.

When a Road Department employee is called in for snow removal duty, the paid period begins at the time of leaving home to come to the Department of Public Works.

6. When an employee is called in to work on a holiday, the employee shall receive the regular holiday pay plus pay at the rate of time and one-half (1-1/2) for the hours worked that day.

7. There shall be no pyramiding of overtime.

C. Dispatchers Compensatory Time

The accrual of comp time for dispatchers shall be at the discretion of the Chief of Police. Scheduling of comp time shall be subject to the prior approval of the Chief of Police.

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P.O. BOX 112

LIBERTY CORNER, N.J. 07938

RU01 580-1770



## ARTICLE VII

### Holidays

1. For purposes of this Agreement, there shall be ten (10) named holidays plus two (2) floating holidays. The Union shall be provided with the dates of the ten (10) named holidays in December of the preceding year.

2. The employees who are on leave of absence without pay will not be eligible for holiday pay.

3. In the case of employees whom the employer deems to be sick time abusers, in order to qualify for holiday pay, those employees must work their scheduled work day immediately following the holiday or holiday weekends unless currently on vacation, bereavement or extended sick leave.

4. Communications Operators will receive ten (10) days of holiday pay in a separate check in the last pay period in November of each year. Computation of the aforesaid ten (10) days of holiday pay shall be as follows:

If an Operator does not work on a holiday, the Operator will receive eight (8) hours pay for the holiday in November. If an Operator works on a holiday, the Operator will receive regular time, plus time and one-half (1-1/2) pay for the holiday in November.

Communication Operators must use their two (2) floating holidays in the year earned or else said days shall be lost.

ARTICLE VIII

Vacation

A. Employees shall earn vacation on the basis of the following schedule:

|   |   |
|---|---|
| Up to 1 year of service.....                      | 1 working day for each month of paid service. |
| After 1 year and up to 10 years of service.....   | 12 working days vacation.                     |
| After 10 years and up to 20 years of service..... | 15 working days vacation                      |
| After 20 years of service.....                    | 20 working days vacation.                     |
| After 25 years of service.....                    | 25 working days vacation.                     |

The effective date for the extra vacation days for working 10 years, 20 years and 25 years shall be the employee's anniversary date.

B. Vacation leave should be taken during the calendar year in which it is earned. If the vacation leave is not taken during the calendar year earned, the vacation leave shall be deemed lost. Any vacation leave unused because of the pressure of work may be carried forward into the next succeeding year only, and only with the specific written approval of the Administrator. Upon termination of employment, an employee will receive payment for all accrued vacation leave. An employee whose employment is terminated prior to the expiration of his probationary period will not be entitled to vacation pay.

C. Scheduling of employees' vacation shall be as follows: The employees in each Department shall pick their vacation according to their seniority in each title. The Township shall have the right to limit when vacations can be taken and the number of employees who can simultaneously take vacation.

D. An employee who has retired or resigned from employment shall be entitled to the vacation allowance for all accrued vacation leave. In the event of the death of an employee, the employee's accrued vacation shall be paid to the employee's estate.

E. An employee may request an early release of his/her vacation check. However, the employee must submit a request for early release of the vacation check at least three (3) weeks prior to the date that the check is to be issued. The request should be on the appropriate form, directed to the Treasurer, and authorized by the Department Head.

ARTICLE IX

Sick Leave, Personal Days, Bereavement

A. Sick Leave.

1. Sick leave means absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. The term immediate family shall mean father, mother, spouse, child, foster child, brother or sister of the employee or spouse. It shall also include relatives of the employee residing in his/her household.

2. If an employee is unable to report for work due to an illness, this fact shall be reported to the Department within two (2) hours of normal starting time, or as soon as possible thereafter. The employee shall notify the Department Head of the cause and probable duration of the absence.

3. In the first calendar year of employment, employees shall be entitled to one (1) day of sick leave for each month calculated from day of employment. Thereafter, employees shall be entitled to fifteen (15) days sick leave each year (which shall be credited to their account at the beginning of the year). Sick leave can be accumulated without limit during each employee's length of service.

4. Sick leave which is disapproved by the Department Head shall be charged as absence without pay. Any amount of

sick leave used which exceeds the amount accrued to an employee's account at time of separation from the Township will be deducted from the final salary payment.

5. The Department Head may require proof of illness of an employee on sick leave whenever such requirement seems reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases, after an employee has been absent from work due to illness for a period of more than five (5) consecutive work days, or for more than ten (10) days during a calendar year, the Department Head shall require the employee to furnish a medical certificate of a physician having knowledge of the employee's condition in support of the employee's absence from work. Failure of the employee to submit the medical certificate could result in the sick leave absence being disapproved and the absence charged to absence without pay and may be considered cause for further disciplinary action. The cost of a medical certificate shall be borne by the employee.

6. Nothing herein shall preclude a Department Head in an appropriate case from requesting an employee to submit to a medical examination at the Township's expense by a physician selected by the Township for the purpose of establishing the degree of incapacity of an employee or the employee's ability to resume the duties of the position.

7. An employee who is collecting sick pay, workers' compensation benefits, or long-term disability benefits, or who is on any type of sick leave with or without pay, may not work

another job for pay without the specific written approval of the Administrator.

8. It is agreed that any employee covered by this Agreement who, at the time of retirement from the Township in good standing and at least ten (10) years employment with the Township, has unused sick time due, shall be paid in a lump sum for one-half the amount of the unused sick time at the employee's current rate of pay up to a maximum payout of one thousand (\$1,000.00) dollars.

B. Personal Days.

After twelve (12) calendar months of employment, an individual will be entitled to use three (3) unused days of sick leave as personal days off with pay even if the sick leave accumulation is from the current calendar year. An individual who has no sick days accumulated would not have any personal days off with pay.

Personal days are not in addition to sick pay accumulation but are days off chargeable against sick leave when an individual is not sick. Personal days must be scheduled in advance and approved by the employee's supervisor.

Individuals who complete one (1) year of service before May 1 are entitled to three (3) personal days; if the one (1) year of service is completed before September 1, (2) two personal days; and if the one (1) year of service is completed before December 31, one (1) day.

C. Bereavement.

An employee is entitled to three (3) days leave with pay in the event of a death in his/her immediate family (as defined in Section A). Additional time may be granted at the discretion of the Department Head and, if granted, shall be deducted from the employee's accumulated sick leave. Such leave shall be taken only in conjunction with funeral and memorial services at the time of death. For the purpose of bereavement, Section A shall also include grandparents.

ARTICLE X

Uniforms

1. In the Department of Public Works, employees shall receive the following uniforms:

three (3) pair of pants annually;

three (3) shirts annually;

three (3) tee shirts annually;

two (2) sweatshirts annually;

one (1) summer and one (1) winter jacket to be replaced on an as needed basis;

reimbursement for one (1) pair of steel tipped work shoes each year upon submitting proof of purchase, not to exceed ninety (\$90.00) dollars.

2. Police Department employees required to wear uniforms shall be supplied an initial issue by the Township and replacement shall be on an as needed basis. A clothing maintenance fund, administered on a voucher basis, shall be set by the Chief of Police each year and then shall be evenly distributed among the eligible Police Department employees.



ARTICLE XI

Salary

A. Salary

1. Effective January 1, 1994, all employees in the bargaining unit shall receive a four (4%) percent salary increase.

Effective January 1, 1994, there shall be a one-half (1/2%) percent salary adjustment for all clerical employees in the bargaining unit whose work week was increased, without compensation, from thrity-five (35) hours per week to thrity-seven and one-half (37-1/2) hours per week.

2. Effective January 1, 1995, all employees in the bargaining unit shall receive a four (4%) percent salary increase.

3. Effective January 1, 1996, all employees in the bargaining unit shall receive a four (4%) percent salary increase.

B. Starting Salary

The starting salary shall be set by the Township. However, in no event shall a new employee's starting salary be lower than the salary range set forth in the Township's adopted salary ordinance. After six months of employment the Township shall have the option to increase the new employee's salary.

ARTICLE XII

Seniority

A. The Township agrees that it is bound to the seniority rights as established by applicable Department of Personnel (Civil Service) Laws and Regulations.

B. The Township shall supply the Union with a seniority roster which shall contain the job classification and the date on which each employee was given permanent employment.

C. The employment anniversary date for individuals employed by the Township shall be established in respect to the actual employment date.

ARTICLE XIII

Management Rights

A. The management of the Township's operations and the direction of the working forces are vested exclusively in the Township. Except as expressly limited by this Agreement, the Township retains the sole right to determine all matters pertaining to the work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge, lay off and promote; to determine or change the starting and quitting time and the number of hours to be worked and the work week; promulgate reasonable rules and regulations; to assign job duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications, classifications and requirements; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this Agreement. The above mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management.

ARTICLE XIV

Discipline

A. Where the Township and/or its designee imposes or intends to impose discipline for just cause, notice of such discipline shall be given to the affected employee and the Union. Subsequently, the employee shall be provided with a preliminary notice of disciplinary action. Where possible, a hearing shall be conducted prior to the imposition of major discipline except where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services.

Grievances regarding disciplinary action shall not proceed beyond Level Three of the grievance procedure set forth in Article IV.

ARTICLE XV

Promotions

A. Promotions and vacated positions: Notices of all job vacancies in the bargaining unit shall be posted by the Township on the employee bulletin boards throughout the various work areas for fifteen (15) calendar days. The notices will contain: job classification, requirements, salary range, place of employment, and the hours of work. All permanent employees in the bargaining unit shall be given the chance to apply in writing to the Township to fill these job opportunities prior to the position being offered to the outside.

B. Upon request, the Township will forward to the Union any current or amended Civil Service Certification List.

ARTICLE XVI

Discrimination

A. Neither the Township or the Union shall discriminate against any employee by reason of race, creed, sex, age, handicap, color, political or religious affiliation, or national origin.

Any employee who believes that he/she has been discriminated against may confidentially file a grievance directly to the Administrator or Assistant Administrator rather than follow the normal grievance procedure, if the employee prefers.

B. Where the words "he", "she", "him", or "her" are used in this Agreement, it shall mean both sexes.

ARTICLE XVII

Fully Bargained Provisions

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

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P.O. Box 112

LIBERTY CORNER, N.J. 07938

(908) 580-1778

ARTICLE XVIII

Leave of Absence

A. On-The-Job Injury.

Any employee disabled in the course of his work shall be continued on the payroll for ninety (90) calendar days, subject to endorsement of workers' compensation checks to the Township during that period. Such time shall not be chargeable to sick leave accumulation.

After 90 days, the employee shall no longer be carried on the regular payroll, but shall be paid by the various insurance coverages the Township provides or, at his option, be paid his regular pay charged against his accumulated sick leave for as long as he is disabled and has sick leave available, subject to offset for workers' compensation benefits. When sick leave is used up, the insurance coverages shall be the source of payment for as long as the disability continues.

B. Non-Work Related Disability.

Any employee disabled other than in the course of work shall be paid to the extent he has accumulated sick leave available. After ninety (90) calendar days, the long-term disability insurance policy shall take over benefits or, for an employee with additional accrued sick leave, at his option, sick pay until it is used up, at which time the insurance shall continue until the disability ends or age 65.



An employee who requires additional leave after his/her accumulated sick leave with pay has been used can request, in writing, that a leave of absence without pay be granted.

C. Leave Without Pay.

An employee may request, in writing, a leave of absence without pay. Such leave may be granted by the Administrator for a period not to exceed one year at any one time. No further renewal may be granted except upon approval by the Department of Personnel. Temporary employees shall not be eligible for leave without pay.

ARTICLE XIX

Maintenance of Work Operations

The Union and the employees covered by this Agreement hereby agree that there shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Township. The Township hereby agrees that there shall be no lock-out by the Township.

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

P.O. BOX 112

LIBERTY CORNER, N.J. 07938

(609) 580-1775

ARTICLE XX

Severability

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specific portion of the Agreement affected by such decision.

B. Similarly, a legislative act or government regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

ARTICLE XXI

Further Negotiations

During the month of July prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed upon time and place, for the purpose of effecting, if possible, a new continuation of the within Agreement.

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
LIBERTY TOWNE, N.J. 07801  
(908) 582-1770

ARTICLE XXII

Health Benefits

A. The Township shall bear the full cost of health benefits premiums for all employees in the bargaining unit. Any increase in the cost of health benefits premiums for employees' dependents over the premiums in effect on July 1, 1992, shall be borne by the employees. The July 1, 1992 premiums are as follows:

|                     |                     |
|---------------------|---------------------|
| Employee only       | \$2,588.00 per year |
| Employee and Child  | \$3,790.00 per year |
| Employee and Spouse | \$5,679.00 per year |
| Family              | \$6,630.00 per year |

The aforementioned health benefits formula shall be implemented to the extent permitted by law.

B. The Township reserves the right to change health benefits carrier providing the new health benefits are similar.

ARTICLE XXIII

Duration of Agreement

This Agreement shall be effective from January 1, 1994 through December 31, 1996.

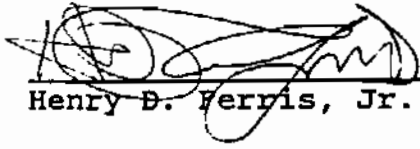
LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. Box 112  
LIBERTY CORNER, N.J. 07934  
(908) 580-1778

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed by the appropriate officer of each party thereto on this 23 day of August, 1994.

TOWNSHIP OF HOLMDEL

ATTEST:

Sheila E. Van Winkle

By:   
Henry D. Ferris, Jr., Mayor

LOCAL #702 PUBLIC SERVICE EMPLOYEES UNION

By: Robert J. Feeney  
Robert J. Feeney  
Business Representative

By: Elizabeth M. Bird

By: James S. Kelly

ATTEST:

\_\_\_\_\_

LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
25 INDEPENDENCE BOULEVARD  
P.O. BOX 112  
LIBERTY CORNER, N.J. 07908  
(609) 580-1778

14790