

RESOLUTION #85-215

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

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

Middletown Township et

and

NTCA, Monmouth Council #9
(White Collar Employees)

CERTIFICATION

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

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

Lawrence J. Cella
Lawrence J. Cella, Township Clerk

#85-215

x January 1, 1985 - December 31, 1987

A G R E E M E N T

Between

THE TOWNSHIP OF MIDDLETOWN

and

THE WHITE COLLAR EMPLOYEES

of

MONMOUTH COUNCIL NUMBER NINE

NEW JERSEY CIVIL SERVICE ASSOCIATION

January 1, 1985 through December 31, 1987

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THIS AGREEMENT, made and entered into this 24th day of
June , 1985, by and between:

THE TOWNSHIP OF MIDDLETOWN, a Municipal Corporation and the
State of New

Jersey, located at Kings Highway, Middletown Township,
Monmouth County, New Jersey, hereinafter known and
designated as the "Employer"

AND MONMOUTH COUNCIL NUMBER NINE, NEW JERSEY CIVIL SERVICE
ASSOCIATION hereinafter known and designated as the "Union."

W I T N E S S E T H:

WHEREAS, the Employer has recognized the said Union
as the sole and exclusive bargaining agent for all permanent
fulltime White Collar Employees working in the various depart-
ments of the Township of Middletown; and

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

WHEREAS, the Employer, on its own behalf and on behalf
of the citizens of the Township of Middletown, hereby retains
and reserves unto itself, without limitations, all powers,
rights, authority, duties and responsibilities conferred upon
and vested in it by the Laws and the Constitution of the State
of New Jersey, and the United States; and

WHEREAS, the exercise of the foregoing powers, rights,
authorities, duties and responsibilities by the Employer

in furtherance thereof and the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this AGREEMENT, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States; and

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

WHEREAS, it is the intention of both the Employer and the Employees that this AGREEMENT to be construed in harmony with the Rules and Regulations of the New Jersey Civil Service Commission;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1. The EMPLOYER hereby recognizes MONMOUTH COUNCIL NUMBER NINE as the representative of the White Collar employees of the Township of Middletown, who have elected to be represented by the Council for the purpose of presenting and making known to their Directors or such persons as may be designated by the Administrator, their grievances and proposals.

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

Section 3. The EMPLOYER agrees to deduct 85% of the dues, assessed to each COUNCIL member, from the wages of each

employee who is not a member of MONMOUTH COUNCIL NUMBER NINE, under the provisions of the Agency Shop Bill, a/k/a A-688, and to remit the same to the COUNCIL office.

Section 4. The COUNCIL agrees to file a dues deduction authorization form with the EMPLOYER for each employee prior to such deduction, and shall be in accordance with the applicable statutes of the State of New Jersey.

ARTICLE 2 - HOURS OF WORK

Section 1. Each permanent full-time employee shall receive a minimum guarantee of thirty-five (35) hours of work or pay for each week. No guarantee is made that said work will be assigned in the employees' job category and employees agree to work in other assignments at no change in rate of pay in emergency situations, and the employer agrees to make such assignments on a seniority basis.

The work week shall be from Monday through Friday. Normal working hours shall be 9:00 a.m. to 5:00 p.m. All hours worked beyond seven (7) hours in any one day or thirty-five (35) hours in any week shall be paid at the rate of time and one-half for said excess hours. For the computation of overtime, each holiday, vacation day, and sick day shall be credited as seven (7) hours worked.

Saturday work shall be paid at the rate of time and one-half, the hourly rate for all hours worked in excess of thirty-five (35) hours that week.

Employees reporting to work on a straight time day shall be guaranteed a minimum of seven (7) hours work or pay.

When an employee is required to work on a Sunday, or holiday, he shall receive pay at the rate of time and one-

on a holiday. If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

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

Section 2. When an employee is not scheduled for work, and his services are required, he may be called to work and his time shall start when he arrives at his place of assignment.

All hours worked outside of the employee's regular hours shall be paid at time and one-half rate. If an employee is called in outside of his regular hours and works partly regular hours and partly outside regular hours, he shall be paid at the regular rate for the time worked during his regularly scheduled hours, and shall be paid at the time and one-half rate for all hours worked outside his regularly scheduled hours.

Section 3. When an employee is required to work ten (10) hours or more on a normal work day, or a full overtime day, he shall be granted a second one-half hour lunch period at no loss of pay for such lunch period and be granted an additional one-half hour lunch period for each five (5) hours over the above-mentioned ten (10) hours, also at no loss of pay for such lunch period.

Section 4. The employees shall not be limited as to outside employment; provided, however, that no such outside employment shall be engaged in which in any way interferes with the employees' duties as an employee of the Township of Middletown, or which, in the judgment of the Administrator,

that no employee shall refuse overtime work ordered by his Department Director or the Administrator for the reason of having to attend an outside job.

ARTICLE 3 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Fourth of July	Christmas Day

Pay for holidays not worked shall be seven (7) hours pay at the straight time rate.

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

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

Section 4. If any of the holidays enumerated in Section 1 (above) falls on a Saturday, said holiday shall be celebrated on the preceding Friday; if any of the above enumerated holidays falls on a Sunday, said holiday shall be celebrated on the following Monday.

ARTICLE 4 - VACATIONS AND PERSONAL DAYS

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

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

1 to 5 years of service	12 days vacation with pay
6 to 10 years of service	15 days vacation with pay
11 to 20 years of service	20 days vacation with pay
21 to 25 years of service	1 vacation day for each year

Employees pay check for his earned vacation shall be given to the employee prior to start of his vacation, provided that a request for said pay check is made at least two (2) weeks prior to his vacation date.

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

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

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

Section 5. Each employee shall be entitled to and may take two (2) days during the year as a personal day off from work with pay for seven (7) hours at straight time. At least two (2) days prior to the desired personal day the employee shall request from the Director of his or her department and the employee's supervisor permission to take the desired day as a personal day. Permission shall not be unreasonably

denied, subject, however, to the following standards;

- A. No personal day shall be granted for any day which immediately precedes or follows a three day holiday weekend, or any of the designated paid holidays set forth in this agreement.
- B. No personal day shall be granted for any time during which, in the Director's opinion, the employee's presence on the job is indispensable to the performance of the department in relation to a particular ongoing activity.
- C. In the event more than one employee desires a particular day as a personal day the Director shall determine the maximum number of employees which can be granted the requested personal days without detrimentally affecting the operation of the department. Based on said determination, the Director may grant the requested personal days to no more than that number of employees and he shall deny all other requests. The granting of said requests shall be made on a seniority basis.
- D. In the event an employee's request for a personal day has been denied and the employee takes the requested day as a sick day after said denial, the employee shall, within two (2) days following said absence, furnish to the Director a written medical report by a physician certifying the employee to have been ill. Failure to furnish said medical report shall subject the employee to disciplinary action by the employer.

ARTICLE 5 - SICK LEAVE AND MATERNITY

Employees receive fifteen (15) days sick leave per year after one (1) year's service with pay.

Employees with less than one (1) year's service are to receive one (1) day of sick leave per month of service, with pay, from the first day of regular employment up to and including December 31, next following day of appointment and fifteen (15) days sick leave, with pay, for each calendar year thereafter. During the first three (3) months of employment, an employee may accumulate, but not take sick leave.

No employee who becomes pregnant shall be required to stop working by reason of said pregnancy at any time provided that she is able to perform her normal duties.

If an employee chooses to retire on a specific date, he may accelerate that day by subtracting from the number of working days remaining until the given retirement date the total number of unused accumulated sick days.

ARTICLE 6 - DEATH IN THE FAMILY

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

Section 2. In the case of a death of employee's grand-

mother, grandfather, sister-in-law, brother-in-law, aunt, uncle, niece or nephew, an employee shall be granted one (1) day off following the date of death to attend the funeral, and shall be paid for such day. The employee will give the employer prior notice of at least one (1) day of his intention to attend the funeral.

ARTICLE 7 - SENIORITY AND PERMANENT EMPLOYEE SECURITY

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

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

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

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

set forth in this contract, or as provided by Civil Service Regulations.

Section 5. An employee shall lose all seniority rights for any one or more of the following reasons:

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

Section 6. Notice of all job vacancies shall be posted on all bulletin boards with the department. Said notice shall include the wage range.

Section 7. The Employer, upon recalling shall do so in the inverse order of layoff. He shall recall the last employee laid off, providing however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

Section 8. An employee recalled and reinstated to his former position shall receive his former rate of pay or minimum current wage for his position, whichever is higher.

Section 9. Any notice of reemployment to an employee who has been laid off shall be made by registered or certified

mail to the last known address of such laid off employee.

ARTICLE 8 - BULLETIN BOARDS

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

All certifications of eligibility tests, either entrance or promotional, relating to any title or classification represented by MONMOUTH COUNCIL NUMBER NINE shall be posted on said bulletin board.

ARTICLE 9 - NON DISCRIMINATION

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

ARTICLE 10 - MAINTENANCE OF EXISTING CONDITIONS

It is the intent of the Employer and the employee that any presently existing working conditions are to remain in full force and effect except as specifically modified by this AGREEMENT.

ARTICLE 11 - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of the AGREEMENT, the following procedures shall be followed:

Section 1. It is hereby agreed that the EMPLOYER has the right to discharge for just cause. Such discharge

shall conform to Civil Service procedures.

Section 2. The aggrieved party has the right to retain a personal attorney at his own expense at all steps in this grievance procedure.

Section 3. Step 1

An employee with a grievance shall first discuss the matter with his immediate supervisor, wither directly or through the designated representative of MONMOUTH COUNCIL NUMBER NINE, for the purpose of resolving the matter informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within three (3) working days after presentation of that grievance, he may file a written grievance with his Department Head, or in his absence, a designated representative of that Department and a copy to the Administrator. Within two (2) working days the Department Head or his representative shall hold a meeting. A decision thereon shall be rendered in writing by the Department Head, or by his representative, within five (5) working days after the holding of such meeting.

Step 3

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, the matter may then be referred by the representative of MONMOUTH COUNCIL NUMBER NINE to the Township Administrator. A meeting on the grievance shall be held within five (5) working days between the aggrieved party, the representative of Union and the Administrator. Said meeting shall not be held publicly unless all parties so agree

in writing. The Administrator shall render a written decision within five (5) working days of the date of the meeting.

Step 4

If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee in writing. The Grievance Committee shall consist of:

The PRESIDENT, or his representative, of MONMOUTH COUNCIL NUMBER NINE.

The Township Representative of Monmouth Council Number Nine.

The aggrieved party's Department Head.

The Township Administrator.

The Grievance Committee shall meet within seven (7) working days of the receipt of the written grievance to consider the grievance. The committee may hold hearings, and gather any information necessary for a decision and take testimony from all parties having information. The grieving party should have the right to present any evidence on his behalf. If the grievance is resolved by unanimous action of the Grievance Committee, the decision is binding on all parties. If the grievance is not unanimous, then in that event, either party may, within fifteen (15) days, request the Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties.

Section 4.

(a) The arbitrator shall have no authority to change, modify or amend the provisions of this AGREEMENT.

(b) A grievance within the meaning of this AGREEMENT shall be limited to any matter of wages, hours, working conditions, discrimination against any employee or any dispute involving interpretation or application of this AGREEMENT represented by the Union because of his race, age, color, sex, religious creed, national origin, political affiliation or COUNCIL affiliation.

(c) The time limit specified in the Grievance Procedure shall be construed as maximum. However, these may be extended upon mutual agreement between all parties.

(d) A grievance affecting a group of employees under this AGREEMENT may be submitted by the representative of MONMOUTH COUNCIL NUMBER NINE on behalf of said named group at Step 3 of the grievance procedure.

(e) Nothing herein shall be construed to deny to any employee his rights under R.S. 11 (Civil Service).

ARTICLE 12 - JURY DUTY

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

ARTICLE 13 - RIGHT OF VISITATION

Section 1. The Business Agent or his representatives, or any officer of the Union shall have admission to the Employer's premises at any time during working hours for the purposes of ascertaining whether this AGREEMENT is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen.

of roaming about the premises but shall first apply to the Director for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representatives shall not, in any way, interfere with the operation of the municipal offices or shops during working hours, and that his privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 14 - WAGES

The pay increase for the calendar year 1985 shall be 5% retroactive to January 1, 1985 and will be so indicated in the 1985 salary ordinance. The pay increase for the calendar year 1986 shall be 5 1/2% and will be so indicated in the 1986 salary ordinance. The pay increase for the calendar year 1987 shall be 5 1/2% and will be so indicated in the 1987 salary ordinance.

ARTICLE 15 - LONGEVITY

In addition to the wage agreed upon in Article 13, employees shall receive a longevity bonus in each of the contract years in accordance with the following schedule:

<u>1985</u>	<u>Years of Service</u>	<u>In addition to Annual Pay</u>
	After 5 years of service	2% of salary
	After 10 years of service	3% of salary
	After 15 years of service	4 1/2% of salary
	After 20 years of service	6% of salary
<u>1986</u>		
	After 5 years of service	2-1/2% of salary
	After 10 years of service	3-1/2% of salary
	After 15 years of service	5% of salary

<u>1987</u>	<u>Years of Service</u>	<u>In addition to Annual Pay</u>
	After 5 years of service	3% of salary
	After 10 years of service	4% of salary
	After 15 years of service	5½% of salary
	After 20 years of service	7% of salary

Longevity pay for a calendar year will be spread over the pay periods of the employee during that year. Service for purposes of longevity pay shall be calculated from each employee's anniversary date. Each employee shall be paid in the pay period following the completion of the required number of years as shown above. Time in the employ of the employers, regardless of department or division, shall be counted.

ARTICLE 16 - MEDICAL, SURGICAL AND HEALTH PLANS

The rights, privileges and benefits currently in effect for the employees under current health plans for the Township shall be continued during the period of this AGREEMENT. The Township will provide an Insurance Plan for dental benefits effective January 1, 1984, equal to the benefits provided for the Police Department or any other employee unit.

ARTICLE 17 - APPLICATION OF SENIORITY

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

When an employee has no work to perform in his respec-

classification in which there is available work but there shall be no change in said employee's rate of pay.

When overtime is required, or work is required on any premium day, such work shall be rotated among the qualified employees on a seniority basis.

ARTICLE 18 - AGENCY SHOP BILL

Every employee covered by this AGREEMENT, who does not belong to the Union, shall be required to pay 85% of the dues assessed to each UNION member as prescribed in the Agency Shop Bill, a/k/a A-688. The dues assessment shall be deducted from the wages of each employee as prescribed in ARTICLE 1, Section 3.

ARTICLE 19 - SAFETY

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

ARTICLE 20 - DISABILITY

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

ARTICLE 21 - APPLICABLE LAWS

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

ARTICLE 22 - MANAGEMENT RIGHTS

right to hire, promote, transfer, discipline or discharge employees for just cause.

Section 2. Nothing in the Article shall be interpreted to deprive any employee of rights guaranteed to him by Federal or State law or personnel Ordinance to be adopted by the Township Committee, and all the rights enumerated in this AGREEMENT.

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

ARTICLE 23 - INCREMENT SYSTEM

For the calendar year 1985, the merit increment system shall be established at 2% retroactive to January 1, 1985. For the calendar year 1986, the merit increment system shall be established at 2%, effective January 1, 1986. For the calendar year 1987, the merit increment system shall be established at 2%, effective January 1, 1987. If an employee's increment is to be withheld, the Township agrees to provide the employee with a written explanation as to why the increment will be withheld prior to the effective date that the increment is to be withheld.

ARTICLE 24 - UNIFORMS

The Employer in the contract year 1985 will provide the following items on a permanent basis to those Employees required to wear uniforms as follows:

DOG WARDEN

- A. Five (5) summer shirts, Five (5) winter shirts, Five (5) pairs of work pants, one (1) winter jacket

- B. Winter work shoes, not to exceed \$50.00 are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the employees. The employees, within five (5) days of receipt of said checks, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified term will result in reprimand and/or suspension, and return of the \$50.00.
- C. Summer work shoes, not to exceed \$40.00 per pair, are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the employees. The employees, within five (5) days of receipt of said check, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified term will result in reprimand or suspension, and return of the \$40.00.
- D. The Employer will provide uniform maintenance payments to the employees as follows:
- | | |
|-------|-------|
| 1986: | \$150 |
| 1987: | \$200 |
- E. Payment of the uniform maintenance payment will be in a lump sum on the fourth (4th) Tuesday of January in each of the contract years.

DISPATCHERS

- A. Three (3) shirts and three (3) pair of pants. During 1985 dispatchers will receive shoe money in the amount of \$40.00. Checks shall be made payable to the employees. The employees, within

appointee. Failure to do so within the specified term will result in reprimand or suspension, and return of the \$40.00.

B. The employer will provide the employees with uniform maintenance payments for each of the remaining contract years as follows:

1986: \$90

1987: \$120

C. The uniform maintenance payments will be in a lump sum payable on the 4th Tuesday of January in each of the contract years.

FIELD INSPECTORS

The employer will provide the Field Inspectors with shoe money of \$90 in each of the contract years in the same manner and subject to the same conditions as the Dog Warden and Dispatcher.

ARTICLE 25 - MILEAGE REIMBURSEMENT

Employees shall receive \$0.18 per mile for use of their cars when used for Township purposes.

ARTICLE 26 - RETIREMENT HEALTH AND MEDICAL BENEFITS

Section 1. After January 1, 1983, upon retirement and with fifteen (15) years of service, an employee shall have his or her medical and health insurance coverage paid in full by the Township, but only while the employee is 62, 63 and 64 years of age.

Said employee, at age 65 and thereafter, and so long as the employee is covered by Medicare, shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Middletown Township employee Health

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

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

ARTICLE 27 - UNION ACTIVITIES

The Employer agrees to allow Shop Stewards/Union Delegates the opportunity to attend Union sponsored lectures and seminars. No more than Five (5) employees may attend any one (1) seminar or lecture. Employees will be allowed a maximum of four (4) days per year off from work with pay for the purpose of attending these seminars. No employee will be allowed to be off from work for any more than two (2) days. The total combined number of days off for union members to attend union sponsored lectures or seminars shall not exceed twenty (20) days.

The Employee must give the employer at least one (1) week's notice of his intention to attend a seminar or lecture. The attending of any of these seminars or lectures is at the employee's or Union's expense. The Employer is not responsible for any out-of-pocket expenses incurred by the employee.

ARTICLE 28 - TERMS OF AGREEMENT

Section 1. This AGREEMENT shall become effective as of the first day of January, 1985 and shall remain in full force and effect and expire on the 31st day of December, 1987.

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

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

ATTEST:

Lawrence J. Cilla

TOWNSHIP OF MIDDLETOWN

BY:

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

WHITE COLLAR EMPLOYEES OF THE
TOWNSHIP OF MIDDLETOWN
MONMOUTH COUNCIL NUMBER NINE,
N.J.C.S.A.

7-23-85

BY:

Mary J. Casey, Pres.

BY:

Bernice Krawczyk

BY: _____

BY: _____