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1976

AGREEMENT BETWEEN THE TOWNSHIP OF MIDDLETOWN,
A MUNICIPAL CORPORATION, AND THE WHITE
COLLAR EMPLOYEES OF THE TOWNSHIP OF
MIDDLETOWN, MONMOUTH COUNCIL #9

THIS AGREEMENT, made and entered into this 12th day of
July, 1976 by and between:

THE TOWNSHIP OF MIDDLETOWN, a Municipal Corporation of the
State of New Jersey, located at Kings Highway, Middle-
town Township, Monmouth County, New Jersey,
hereinafter known and designated as the "Employer"
AND MONMOUTH COUNCIL #9

hereinafter known and designated as the "Union"

W I T N E S S E I H:

WHEREAS, the Employer, has recognized the said Council as
the sole and exclusive bargaining agent for all permanent full-
time White Collar employees working in the various Departments
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 Council as the said representative of all
said permanent full-time employees working in the Township of
Middletown, who are members of the Council, 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 reserve
unto itself, without limitation, 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 and
the adoption of policies, rules, regulations and practices in
furtherance thereof and the use of judgment and discretion in
connection therewith shall be limited only by the specific & express te

of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States; and

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 -- RECOGNITION

Section 1. The Employer hereby recognizes Monmouth Council #9 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 person as may be designated by the Administrator their grievances and proposals.

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

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

ARTICLE 2 - HOURS OF WORK

Section 1. Each permanent full-time employee shall receive a minimum guarantee of thirty-seven and one-half (37½) 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 job classifications at no change

in rate of pay, and the employer agrees to make such assignments on a seniority basis.

The work week shall be from Monday through Friday. Normal hours of work shall be 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. Holidays, vacation days and sick days shall be credited as days 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. When an employee is required to work on a Saturday, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half rate, subject to the above paragraph, and such employee shall be present and available for such minimum time.

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

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

Section 2. Lunch period for employees shall be one hour at a time designated by the employee's respective Department Director. The employee shall not be paid for said lunch period. Should an employee be required to work through his lunch period because of an emergency, he shall be given an opportunity to take a lunch break not to exceed twenty (20) minutes as soon as practicable and shall be paid for such lunch break.

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

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

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

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

Section 5. Each such employee shall also receive a meal allowance of \$2.50 for each continuous ten (10) hour time period worked.

Section 6. 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 Middletown Township, and provided further 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 the twelve (12) official holidays per year as presently authorized by the Township of Middletown Township Committee:

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

Pay for holidays not worked shall be seven and one-half (7½) hours pay at the straight time rate.

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

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

ARTICLE 4 - VACATIONS AND PERSONAL DAYS

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

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

1 to 5 years of service	- 12 days vacation with pay
6 to 10 years of service	- 15 days vacation with pay
11 years and over of service	- 20 days vacation with pay

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 prorated vacation.

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

Section 5. Each employee shall be entitled and may take one day during the year as a personal day off from work with pay for seven and one-half (7½) hours at straight time. At least two (2) days prior to the desired personal day the employee shall request from the Director of Public Works and the employee's supervisor permission to take the desired day as a personal day. Permission shall not be unreasonably denied, subject however to the following standards:

- A. No personal day shall be granted for any day which immediately precedes or follows a three day holiday weekend, or any of the designated paid holidays set forth in this agreement.
- B. No personal day shall be granted for any time during which, in the Director's opinion, the employee's presence on the job is indispensable to the performance of the department in relation to a particular ongoing activity.
- C. In the event more than one employee desires a particular day as a personal day the Director shall determine the maximum number of employees which can be

granted the requested personal days without detrimentally affecting the operation of the department. Based on said determination the Director may grant the requested personal days to no more than that number of employees and he shall deny all other requests. The granting of said requests shall be made on a seniority basis.

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

ARTICLE 5. Sick Leave and Maternity

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

Employee with less than one (1) year's service to receive one (1) day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31 next following day of appointment and fifteen (15) days 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.

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 following the date of death, 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, mother, mother-in-law, father or father-in-law of the employee.

Section 2. In the case of a death of employee's grandmother, grandfather, sister-in-law or brother-in-law, an employee shall be granted one (1) day off following the date of death, and shall be paid for such day.

ARTICLE 7 - SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1. Newly hired permanent employees shall be considered to be on a trial basis for a period of ninety days from the date of attaining permanent status, and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey 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 under this section to be subject to the grievance machinery.

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 the minimum current wage for his position, whichever is the 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 Council and the Employer for the purpose of posting Council notices relating to meetings, dues, entertainment, health and safety, and general Council activities.

All certifications of eligibility tests, either entrance or promotional, relating to any title or classification represented by Monmouth Council #9 shall be posted on said bulletin board.

ARTICLE 9 - NONDISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of his activities as a member of the Council. There shall be no discrimination against any employee because of his race, color, religious creed, national origin, political affiliation, sex or council 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 this 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 grieving party has the right to his 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 it with his immediate supervisor, either directly or through the designated representative of Monmouth Council #9, 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 #9 to the Township Administrator. A meeting on the grievance shall be held within five (5) working days between the aggrieved party, the representative of Council #9 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

#9

The Township Representative of Monmouth Council #9

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

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 Monmouth Council #9 because of his race, color, religious creed, national origin, political affiliation, sex 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 representatives of Monmouth Council #9 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 Council shall have admission to the Employer's premises at any time during working hours for the purposes of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Business Administrator for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representatives shall not, in any way, interfere with the operation of the municipal offices or shops during working hours, and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 14 - WAGES

The pay plan for the calendar year 1976 shall be as follows:

TITLE	MIN	1st	2nd	3rd	MAX
Senior Sanitary Inspector	14,195	14,875	15,645	16,415	17,245
Real Estate Officer					
Senior Plumbing Inspector	12,150	12,750	13,400	14,080	14,785
Senior Asst. Tax Assessor	12,100	12,705	13,340	14,000	14,700
Sanitary Inspector					
Asst. Bldg. Inspector					
Senior Housing Inspector					
Code Enforcement Officer	11,640	12,220	12,825	13,465	14,140
Municipal Court Clerk					
Asst. Tax Collector					
Asst. Tax Assessor					
Asst. Treasurer	11,260	11,820	12,415	13,040	13,690
Admin. Secretary					
Asst. Township Clerk	10,945	11,260	11,820	12,415	13,040
Head Maintenance Repairer	10,985	11,535	12,110	12,715	13,345
Head Account Clerk					
Head Clerk-Steno					
Head Clerk					
Supv. Clerk-Bookkeeper	10,575	11,105	11,665	12,245	12,845
Buyer	9,985	10,485	11,005	11,555	12,135
Recreation Supervisor					
Youth Counselor (Youth Aid, Rec. (Leader, Teacher, etc.)	9,720	10,190	10,670	11,200	11,855
Senior Maint. Repairer					
Principal Assessing Clerk	9,165	9,625	10,110	10,620	11,155
Deputy Mun. Court Clerk					
Sr. Assessing Clerk					
Rec. Center Supv.					
Housing Inspector					
Supervising Tele. Operator					
Maintenance Repairer	8,735	9,175	9,640	10,120	10,635
Senior Clerk-Steno					
Senior Clerk-Bookkeeper					
Assessing Clerk	7,585	7,970	8,370	8,785	9,220
Clerk-Steno					
Sr. Clerk-Typist					
Sr. Clerk-Transcriber					
Sr. Bkkg. Mach. Op.					
Sr. Account Clerk	7,230	7,585	7,970	8,370	8,785
Sr. Bldg. Maint. Worker					
Bldg. Main. Worker					
Dog Warden	7,040	7,395	7,765	8,160	8,560
Assessing Clerk-Typing					
Micro-film Operator	6,285	6,605	6,935	7,280	7,645

Senior Clerk					
Clerk-Transcriber	6,150	6,460	6,805	7,145	7,500
Telephone Operator-Typing					
Clerk-Bookkeeper					
Clerk-Typist					
Docket Clerk	5,990	6,285	6,605	6,935	7,280
Clerk	4,885	5,135	5,395	5,665	5,950

PART-TIME EMPLOYEES

Dog Warden	2,730 per year
Plumbing Inspector	7,365 per year

ARTICLE 15 - EQUIPMENT AND VEHICLES

Section 1. The Employer shall not require employees to use or operate any equipment or vehicles that are not in safe operating condition, or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

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

LONGEVITY

In addition to the wage agreed upon in Article 14, employees shall receive a longevity bonus in accordance with the following schedule:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After 10 years of service	1% of salary
After 15 years of service	2% of salary
After 20 years of service	3% of salary

Longevity pay for a calendar year will be spread over the pay periods of the employee during that year. Service for purposes

of longevity pay shall be calculated from the date of first employment with the employer. Time in the employ of the employer, regardless of department or division, shall be counted.

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. It is understood that the Township subscribes to the New Jersey State Health Benefits Plan, and continued subscription to same is considered a benefit under this contract. If an Insurance Plan for Dental and Eyeglass benefits becomes available through the State, provision of such coverage will be considered by the Township.

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.

Where an employee has no work to perform in his respective classification, he may be required to work in another classification, and said assignment shall be on a seniority basis to that classification in which there is available work, but there shall be no change in said employees 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 - SAFETY

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

ARTICLE 19 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 20 - 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, then the provisions of this Agreement to that extent shall be null and void.

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

ARTICLE 21 - SAVING CLAUSE

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

ARTICLE 22 - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the first day of January, 1976, and shall remain in full force and effect and expire on the 31st day of December, 1976.

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

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

ATTEST:

TOWNSHIP OF MIDDLETOWN

Hilda Collison
HILDA COLLISON
Township Clerk

BY: *Allan J. Mac Donald*
ALLAN J. MAC DONALD, Mayor

WHITE COLLAR EMPLOYEES OF THE
TOWNSHIP OF MIDDLETOWN
MONMOUTH COUNCIL #9

BY: *Labriel Phillips* President

Ronald R. Riley

Henry L. Campbell Negotiator

Wes O'Neill Employee Representative