

Contract no. 743

AGREEMENT BETWEEN THE
TOWNSHIP OF MOUNT OLIVE AND THE
MOUNT OLIVE PUBLIC EMPLOYEES ASSOCIATION

January 1, 1992 through December 31, 1993

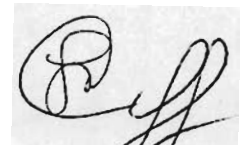
Montefusco, Kesselman and Bell
Attorneys-at-Law
Joseph J. Bell, Esq.
115 Route 46 West
Building B, Suite 16
Mountain Lakes, New Jersey 07046

Dated: 2-24-92



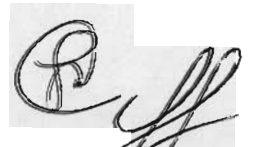
I. PREAMBLE

THIS AGREEMENT, entered into this 10th day of March, 1992, by and between the Township of Mount Olive, situated in the County of Morris, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as "Township") and the Mount Olive Public Employee's Association, (hereinafter referred to as the "Association"), represents the complete and final understanding of all bargainable issues between the Township and the Association. For reference purposes, those portions of this Agreement denoted with Roman numerals (I, II, III, etc.) shall be referred to as Sections, those portions denoted with alphabetical characters (A, B, C, etc.) shall be referred to as paragraphs, and those portions denoted with standard numbers (1, 2, 3, etc.) shall be referred to as subparagraphs.

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II. AGREEMENT TERMS GENERAL

This Agreement made a part thereof, shall be in full force as of January 1, 1992, and shall remain in effect through December 31, 1993.

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III. RECOGNITION AND APPLICABILITY

The Township hereby recognizes the Mount Olive Township Public Employee's Association as the exclusive collective bargaining agent for all permanent employees except for police officers, supervisors, department directors, seasonal employees, and confidential or otherwise exempt employees of the Administration.

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IV. ASSOCIATION PRIVILEGES

A. Representatives of the Association may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. To do so, the Association must request permission from the Mayor, Business Administrator, or one of their duly authorized designees, and such permission shall not be unreasonably withheld. Association business or meetings may be held on Township time and property, but only with the consent of the Mayor, Business Administrator, or their duly authorized designee.

b. An area of the Municipal Building, presently the kitchen, is designated as an employee lounge and in this area, a bulletin board will be available for the posting of all Association notices and business.



V. ASSOCIATION DUES AND CHECKOFF SYSTEM


A. The Township agrees to deduct from the salaries and/or wages of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made pursuant to and in compliance with N.J.S.A. 52:14-15.9 (e) as amended. Said deductions shall be made on a bi-weekly basis. No monies shall be deducted for any employee unless the authorization form in subsection "C" below is signed and delivered to the Township Treasurer. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer by the fifteenth (15th) of each month for the pay periods in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice at least ten (10) days prior to the effective date of such change.

C. The Association shall provide the necessary check-off authorization forms and secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township

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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 arising from fault or mistake of the Association in reliance upon salary deductions.

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VI. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head and from having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "contractual grievance" as used herein means any controversy arising over the interpretation or application of the expressed terms and conditions of this Agreement. The term "administrative grievance" as used herein means any controversy arising over the interpretation or application of Township policies or administrative decisions that affect the terms and conditions of employment of the employees covered by this Agreement.



2. Both contractual grievances and administrative grievances may be raised by an individual employee or by the Association. The Association shall be represented in grievances with the Township by a committee consisting of the grievant, a member of the Executive Committee, and one other designated representative.

C. Steps of Grievance Procedure


Step 1

a. An aggrieved employee shall institute a grievance by submitting it in writing to the employee's immediate non-unit supervisor within ten (10) days of the date of the occurrence giving rise to the grievance. The grievance shall state the date of the occurrence, the pertinent facts, and whether it is a contractual or administrative grievance, and, if a contractual grievance, the express terms and conditions of this Agreement alleged to have been violated. Failure to file a written statement of grievance within ten (10) days of the occurrence shall bar the Association and the grievant from instituting the grievance.

b. The non-unit supervisor or his/her designee shall render a decision in writing within ten (10) days after receipt of the grievance.

Step 2.

a. In the event the grievance has not been resolved through Step 1, the same shall be reduced to writing, including

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the reasons objecting to the decision, signed by the grievant and filed with the Department Director, or his designee, within five (5) days after the decision was rendered by the immediate supervisor.

b. The Department Director, or his designee, shall review the matter and render a decision within five(5) days after the receipt of the grievance.

Step 3

a. In the event the grievance has not been resolved through Step 2, within five (5) days after the department director or his designee has rendered a decision, the grievant may appeal to the Township Administrator, submitting therewith the grievance and the reasons for objecting to the department head's decision.

b. The Township Administrator shall review the matter and render a decision in writing within five (5) days after receipt of the grievance.

Step 4

a. In the event the grievance has not been resolved through Step 3, within five (5) days after the Township



Administrator or his designee has rendered a decision, the grievant may appeal to the Mayor, submitting therewith the grievance and the reasons for objecting to the Township Administrator's decision.

b. The Mayor shall review the matter and render a decision in writing within ten (10) days after the receipt of the grievance.

Step 5

a. For contractual grievances not resolved or otherwise settled through Steps 1, 2, 3, and 4, the Association, on behalf of the individual employee grievant, may refer the matter to binding arbitration by a arbitrator to be selected pursuant to the rules of the Public Employees Relations Commission. For administrative grievances not resolved or otherwise settled through Steps 1, 2, 3, and 4, the Association on behalf of the individual employee grievant may refer the matter to advisory arbitration by an arbitrator to be selected pursuant to the rules of the Public Employment Relations Commission. The Association's request for arbitration must be made to PERC no later than ten (10) days after receipt of the Step 4 decision of the Mayor.



b. No arbitration hearing shall be scheduled sooner than thirty (30) days after the decision of the Mayor. In the event the grievant elects to pursue any other appellate remedy, the arbitration under Step 5 shall be barred.

c. The arbitrator shall be bound by the express provisions of this Agreement, and restricted to the application of the facts presented which are relevant to the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The Arbitrator shall be bound by the laws of the State of New Jersey and of the United States and shall be without authority to make any decision which requires the commission of an act prohibited by law. The arbitrator's decision shall be in writing and shall set forth in detail his findings of fact, reasoning and conclusions on the issues submitted.

d. The costs for the services of the arbitrator shall be borne by the losing party. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by



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arbitrator, the cost of the services of the
split equally between the Township and the As

e. Effect of Time Limits

Failure on the part of the grievant
to comply within the time limits applicable to
of the grievance procedure shall bar any further
the grievance.

At any step of the grievance procedure
has not been received by the grievant and,
within the stipulated time limit, the grievance
to have been denied. In such an event, the
limits for the proceeding to the next step of the
procedure shall commence upon expiration of the
decision was to have been received.

VIII. EMPLOYEE UNIFORMS

A. The Township shall provide work uniforms in accordance with current practices to the following classes of employees:

1. All outdoor employees of the Divisions of Road, Fleet Maintenance, Water and Sewer, Sanitation, and Buildings and Grounds.

2. All full-time inspectors of the Divisions of Inspections and Engineering.

3. Animal Control Officer.

4. Police Dispatchers.

5. Permanent full-time or part-time employees also serving as Police Matrons.

B. Each non-clerical employee of the Division of Roads, Water and Sewer, Sanitation, and Buildings and Grounds and the Inspectors in the Division of Health, Engineering and Inspections shall be entitled to receive from the Township a total reimbursement not exceeding \$150.00 towards the purchase of safety shoes. This is a yearly benefit which shall be paid semi-annually -- \$75.00 with the first pay period of the contract year and \$75.00 with the first pay period in July of the contract year.

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At the employee's option he/she shall be entitled to purchase safety shoes at a cost of \$150.00 for one pair or for two pair at \$75.00 each. All such purchases must have the approval of the respective non-unit supervisor prior to the purchase being made. The supervisor will not unreasonably withhold his/her approval.

C. Rain gear, including boots, shall be furnished to all employees in the bargaining unit whose position requires regular outdoor work. Replacement of such gear, if due to personal loss or negligence, shall be the employee's responsibility. Replacement due to use, wear, or other on-the-job activity shall be the responsibility of the Township as determined by the non-unit supervisor subject to approval by the Department Director. Upgrade of the rain gear shall be the Township's responsibility.

D. Work gloves shall be available for use by personnel in the Division of Roads, Water and Sewers, Buildings and Grounds, and Sanitation. The responsibility for their distribution shall be vested in the non-unit supervisor.

E. All permanent, full-time, outdoor employees of the Division of Roads, the Division of Water and Sewer, and the Division of Buildings and Grounds, Division of Sanitation and Fleet Maintenance will be furnished with seven (7) pairs of



medium weight pants, five (5) tee shirts, seven (7) long sleeve shirts, two (2) jumpsuit type coveralls, two (2) jackets and one (1) high quality insulated vest.

F. The employees shall be responsible for maintaining and laundering their own uniforms and/or coveralls. Replacement due to use, wear, or other on-the-job related activities shall be the responsibility of the Township unless the lost, damaged, wear or unusability of the uniform is due to the employee's negligence or misconduct. Uniforms and/or coveralls shall be replaced as set forth above subject to approval by the non-union supervisor and the department director. It is specifically agreed that at all times, employees of the Division of Roads, Water and Sewer and Buildings and Grounds and Sanitation shall have five (5) usable uniforms with mechanics having an additional one usable set of coveralls. Employees shall be required to wear the uniforms set forth in Paragraph E while on duty, however, employees may not wear these uniforms during off hours.

G. Probationary Period - Uniforms. If a new employee leaves the employ of the Township for any reason within sixty (60) days of their date of hire, the employee shall be responsible to reimburse the Township for the cost of their uniforms.

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IX. INSURANCE

A. The current insurance program shall be continued, provided that the employer reserves the right to change carriers, so long as the benefits to be provided are not less than equal.

B. Provided sufficient employees enroll, the Township will substitute on a full employee payment plan, to comprehensive eye insurance plan.

C. The Township will subscribe to and provide to each employee on a 1/2 employer payment-1/2 employee payment basis, a comprehensive disability insurance plan, which plan shall be mutually agreed upon by the Township and the Association. Further, the maximum employee contribution shall be \$2.50 per each employee's bi-weekly pay.

D. The current dental insurance program of New Jersey Dental Plan (Plan IIIA) with full family coverage shall be continued and shall be provided to all members of the bargaining unit, the premiums for the same will be paid for by the Township.

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X. PROMOTIONAL OPPORTUNITIES

A. The Township hereby agrees to post all promotional opportunities within the Township on all departmental bulletin boards.

B. Where two or more applicants for a promotion are of equal qualifications as determined by administration, the employee with greater seniority shall be awarded the position. The Township is not obligated to promote unit employees to a position outside the unit.

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XI. ON-THE-JOB TRAINING

A. It is hereby agreed by and between the parties of this Agreement that the concept of on-the-job is one which is looked upon with favor by both parties hereto as the method by which personnel can be prepared for promotional opportunities within the framework of their current occupation.

B. If, upon the approval of the Business Administrator, the Township requires an employee to attend a course or training program, then the Township will pay the costs of the course or training program in question including tuition, books, fees, and mileage. The employee must receive a "C" or better for reimbursement by the Township. If a letter grade is not given, an indication of a satisfactory or passing grade must be indicated. The Township shall not be responsible for any costs of other courses or training programs. The Township shall not be responsible for any costs where specified courses, programs, licenses, or certificates are required as part of the qualifications of a position.

C. As funds are available, employees may be reimbursed for tuition, books, and other fees for any course or training program which will assist the employee in the performance of his/her job

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or which will train the employee for work of greater responsibility within the Township. Employees shall file written requests for this reimbursement, receive prior supervision approval and receive an indication of satisfactory completion of the course or training program. The total amount of monies from which reimbursement may be drawn for each year of the contract is \$1,000.00.

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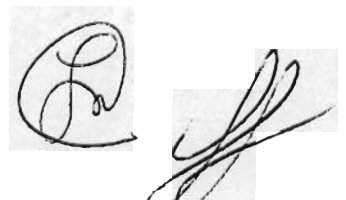
XII. HOLIDAYS

Holiday Schedule

A. The following dates shall be considered as holidays for all employees within the bargaining unit:

1992

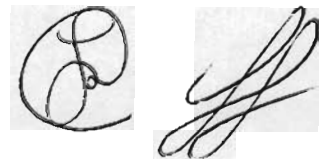
January 1	New Year's Day	Wednesday
January 15	Martin Luther King Day	Monday
February 17	President's Day	Monday
April 17	Good Friday	Friday
May 25	Memorial Day	Monday
July 3	Independence Day	Friday
September 7	Labor Day	Monday
October 12	Columbus Day	Monday
November 3	Election day	Tuesday
November 11	Veteran's Day	Wednesday
November 26	Thanksgiving	Thursday
November 27	Day After Thanksgiving	Friday
December 24	Day Adjacent to Christmas	Thursday
December 25	Christmas	Friday



1993

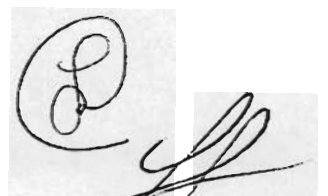
January 1	New Years Day	Friday
January 18	Martin Luther King Day	Monday
February 15	President's Day	Monday
April 9	Good Friday	Friday
May 31	Memorial Day	Monday
July 5	Independence Day	Monday
September 6	Labor Day	Monday
October 11	Columbus Day	Monday
November 2	Election Day	Tuesday
November 11	Veteran's Day	Thursday
November 25	Thanksgiving	Thursday
November 26	Day After Thanksgiving	Friday
December 24	Day Adjacent to Christmas	Friday
December 27	Christmas	Monday

B. In the event a holiday falls on a Sunday, employees



shall be granted the following day (Monday) off in lieu thereof. In the event a holiday falls on a Saturday, the employees shall be granted the preceding day (Friday) off. However, with respect to employees who normally work on Saturdays, holidays falling on that day shall be observed on that day.

C. Any employee working one of the above holidays shall be paid the employee's regular daily pay plus an additional one and one-half (1-1/2) times the employee's straight time hourly rate of pay for the hours actually worked. If an employee's duties are such that an employee is required to work a regular schedule regardless of the occurrence of holidays during that scheduled period, then such employees shall receive their regular daily rate of pay for holidays worked, but shall also receive in lieu of the holiday an additional day off with full pay for each schedule holiday worked.

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XIII. VACATIONS

A. All full-time and regular part-time employees within the bargaining unit shall be granted the following vacations.

1. Less than 5 years of service $5/6$ of a day per month of service, (10 days per year), provided no vacation can be taken until completion of employee's first 6 months of service.

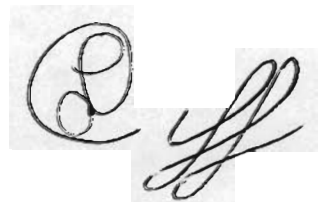
2. Over 5 years but less than 10 years of service - $1 \frac{1}{3}$ days per month of service, (16 days per year).

3. Over 10 years but less than 15 years of service - $1 \frac{2}{3}$ days per month of service, (20 days per year).

4. Over 15 years of service - $2 \frac{1}{12}$ days per month of service, (25 days per year).

B. The amount of vacation taken in any one anniversary year may not exceed the amount earned over a one year period except with the approval of the Department Head and Township Administrator.

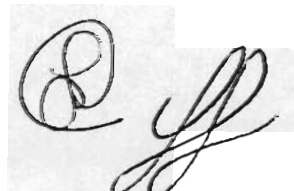
C. Any employee terminating his/her employment shall be paid for his/her unused accumulated vacation up to the day termination takes effect.

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D. 1). For the purpose of computing vacation, length of service shall begin on the date of original employment with the Township. If an employee shall voluntarily terminate employment for any reason and then be re-employed, his/her length of service shall begin on the date of re-employment.

2). If an employee shall involuntarily be terminated, where such termination was not the result of disciplinary action or cause, and then be re-employed by the Township, the employee shall receive full credit for vacation for prior length of service with the Township.

E. Part-time employees shall earn vacation on a pro-rated basis.

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XIV. SICK LEAVE

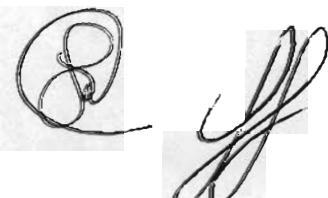
A. Amount of sick leave.

1. Sick leave with pay shall accrue to all employees on the basis of:

- | | |
|--|---------------------|
| a. First sixty calendar days of employment | No Leave |
| b. Sixty days to one (1) year of service retroactive to date of employment | 1 day a month |
| c. After one year's service | 1 1/6 day per month |

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, personal injury or exposure to contagious disease. Sick leave may be utilized for short periods because of death in the employee's immediate family as defined below.

3. Sick leave, not taken, shall be accumulated to an unlimited amount for use by the employee in case of illness or personal injury. Sick leave, not taken, shall be accumulated up to a maximum of ninety (90) days for use towards early retirement at the final rate of pay, provided the Township is given not less



than 180 days notice of the retirement. This may be waived under extreme circumstances. Retirement as used herein means retirement under the Public Employees Retirement System.

4. Up to ten (10) days of accumulated, unused sick leave may be taken as days off with pay when an employee with ten (10) or more consecutive years of service with the Township shall voluntarily resign or be involuntarily laid off due to lack of work or funds. Such additional pay shall be calculated on the basis of the employee's final rate.

B. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified not more than fifteen (15) minutes after the employee's starting time. Failure to so notify his supervisor may be cause of denial for the use of sick leave for that absence and may constitute cause for disciplinary action.

2. Verification of sick leave.

An employee who is absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.



Where there is a suspected pattern of abuse by the Administration, the Township may require proof of illness of an employee for any sick leave in excess of one (1) day. Abuse of sick leave may be cause of disciplinary action.

3. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee can return to work.

4. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall be required by the Township with sufficient advance notice and that employee shall be paid until the physical is completed. Such examination shall establish whether the employee is capable of performing his/her normal duties and must certify that his return will not jeopardize the health of other employees.

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XV. OTHER LEAVE

A. Worker's Compensation Leave -- If an employee is incapacitated and unable to work because of a job-related injury, he shall be entitled to injury leave for up to sixty (60) days with full pay during the period in which he is unable to perform his duties, as certified by a physician designated by the Township. This leave shall not be charged to sick leave. Worker's Compensation leave shall cease when the sixty (60) day limit has been reached, or when the employee is placed on disability leave under the appropriate retirement system or on pension prior to the expiration of the 60-day period. Employees requesting Worker's Compensation leave must file a Worker's Compensation claim with the Township Worker's Compensation insurance. Any and all payments made to the employee by the Township's Worker's Compensation insurance covering periods of leave taken under this provision shall be paid over to the Township. If Worker's Compensation insurance denies the claim or if the employee refuses to file for Worker's Compensation insurance denies the claim or if the employee refuses to file for



Worker's Compensation insurance, then the employee shall not be entitled to any benefits under this paragraph.

B. Bereavement Leave

1. In the case of death in the immediate family, an employee shall be granted leave from the day of death up to and including the day of the funeral, but in no event more than three (3) days. Additional bereavement leave up to a total of five (5) days may be taken, but the additional leave over three (3) days shall be charged to sick leave.

2. Immediate family shall be defined as the employee's husband, wife, child, step-child, mother, father, brother, sister, grandfather and grandmother or spouse's mother, father, brother, or sister, grandmother or grandfather.

3. Reasonable verification of the death may be required by the Township.

4. Bereavement leave up to the maximum specified above may be taken for relatives other than those listed above in Section 2, but all such bereavement leave shall be charged against sick leave.

C. Personal Leave - Employees may use up to four (4) days per year of their accumulated sick leave as personal days



provided the immediate supervisor has approved the request and notice of an intention to utilize sick leave for personal days is given to the supervisor at least two (2) days before such leave is to be taken. The supervisor shall not unreasonably withhold his or her approval of any request to use sick leave for personal days. Two (2) personal days per year may be used for emergencies, in which case prior supervisor approval and prior notice is not required. Any abuse of the use of emergency personal days shall result in disciplinary action and an offending employee receiving time off without pay. The supervisor shall not unreasonably withhold his or her subsequent approval to the use of the emergency personal days.

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XVI. WORK PERIOD, SCHEDULE AND HOURS

A. Definitions

1. Straight time -- The regular hourly rate of pay as determined by dividing the number of work hours per day times the number of work days in a calendar year (*Monday through Friday) into the annual salary.

2. Overtime -- The straight time hourly rate multiplied by one and one-half (1 1/2).

3. Work week -- The regularly scheduled work days running from Wednesday of one week through Tuesday of the next.

4. Group 1 employees:

a. All outside based employees in the Road Division.

b. All outside based employees in the Water and Sewer Division.

c. All outside based employees in the Sanitation Division.

d. All outside based employees in the Recreation Division and Building and Grounds Division.

e. Dispatchers in the Police Division.



5. Group 2 employees:

a. All unit employees in the following division or offices: Assessments, Finance, Recreation, Building Inspection, Engineering, Tax Collection, Municipal Court, Health, Welfare and Planning.

b. All clerical employees in the following divisions: Roads, Water and Sewer, Police, Sanitation, Recreation, and Building and Grounds.

B. Work Week and Work Day:

1. The work week for Group 2 shall consist of 37 1/2 hours, 7 1/2 hours per day excluding the 1/2 hour lunch period which may be taken from one's station.

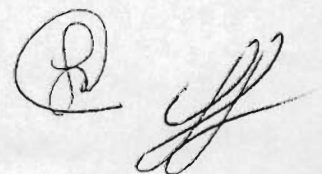
2. The work week for Group 1, excluding the Sanitation Division, shall consist of forty (40) hours with eight (8) hours per day excluding the 1/2 hour lunch period.

3. The work week for Group 1 employees of the Sanitation Division shall consist of 40 hours with no stipulated number of hours per day.

4. Compensation for Overtime. Group 1 employees shall receive overtime pay for work performed in a single job title in excess of 40 hours per week.

Group 2 employees shall receive overtime pay for work performed in a single job title in excess of 37.5 hours per week.

In determining whether an employee has worked his or her



normal work week so as to be eligible for overtime, all compensated time off shall be counted as time worked except for non-emergency personal days and compensatory time (not including regularly scheduled compensatory time taken by the court clerk, which shall be counted towards over time eligibility). If the employee so chooses and with the non-unit supervisor's permission compensatory time at straight time may be taken in lieu of overtime pay. However, employees may earn a maximum of seven-five hours of compensatory time at any time in any calendar year. Permission of the non-unit supervisor for taking of compensatory time up to seventy-five hours, shall not be unreasonably withheld. Any request for additional compensatory time beyond seventy-five hours in any calendar year which is denied shall not be subject to review through the grievance procedure. Overtime pay (and compensatory time, in lieu thereof) shall be earned at the following rate:

0 to 15 minutes	No compensation
Over 15 and up to 30 minutes	One-half hour compensation
Beyond 30 minutes and up to and including 1 hour	One hour compensation
Beyond 1 hour	15 minutes compensation for every 15 minutes or part thereof worked over the first hour.

C. Absence and Lateness

1. Any employee absent from regularly scheduled work must notify the supervisor of his absence not more than 15 minutes after the beginning of his shift.



2. Any employee who is late more than 7 1/2 minutes from the beginning of his/her shift shall be docked for 15 minutes work of pay. Thereafter, the employee shall be docked an additional 15 minutes worth of pay for lateness beyond 7 1/2 minutes past each quarter hour. The employee shall notify his or her supervisor as soon as possible that the employee will be late. It is understood that this paragraph is not intended as the exclusive discipline for lateness and does not limit the Township's discretion to impose discipline.

3. Any employee who is going to be late for his regularly scheduled work, shall notify his/her supervisor of his/her lateness as soon as possible. Any employee who is late for less than 1/2 hour after the beginning of his/her shift shall at the non-unit supervisor's discretion, be afforded the opportunity to make up the time during that day. Any employee who is later than 1/2 hour after the beginning of his/her shift

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and notifies his/her supervisor how late he/she will be, shall be docked for that amount of time that he/she is late, however, the employee shall be allowed to complete work for that day and be paid the amount of hours worked.

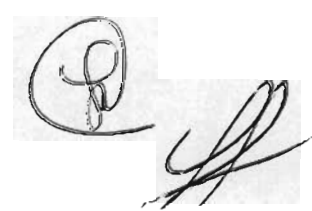
D. Compensatory Time. Employees may accumulate a maximum of seventy-five (75) hours of compensatory time, but may not carry more than ten (10) days accumulated compensatory time from one calendar year to the next. If, however, due to working conditions, the employee was unable to use his/her compensatory time, the Township may waive this limitation. The employee must request the excess carry-over in writing to his/her supervisor prior to November 31. The decision as to whether to carry over the excess time will be made by the employee's department head prior to December 31. If the department head decides that the carry-over is warranted, then the Township in its discretion, must either pay the employee for the excess time on a straight time basis or carry over the excess time. If the department head determines that working conditions did not prevent the employee from using the excess accumulated compensatory time during the calendar year, then the employee shall lose that excess time. Upon the employee's termination, the employee will be reimbursed

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for the compensatory time earned, on a straight time basis.

Upon the effective date of the Federal Law controlling compensatory time for municipal workers, the Township agrees to comply with the Federal Law. Any language contained herein which is contrary to Federal Law will be "null and void", but all other provisions shall be effected thereby and shall continue in full force and effect.

E. Call Back. For all members of the bargaining unit, any time any employee who is off duty, is "called back" to work by his/her supervisor or designees, he/she shall be paid a minimum of four (4) hours at overtime rate. However, his/her supervisor can require that the employee work up to the total four (4) hours for which he/she is being compensated. Nothing contained in this Article shall require an employee who is called back and does not work the full four (4) hours to make up remaining time at a later time or date. If any employee is "called back" to work on Thanksgiving Day, Christmas Day, or New Years Day, he/she shall be paid the employee's regular daily rate of pay plus an additional two (2) times the employee's straight time hourly rate

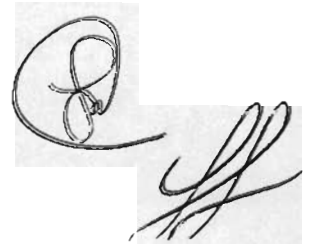
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of pay for the hours actually worked. The four (4) hour minimum shall also apply to these dates.

F. Overtime Distribution.

1. Scheduled overtime opportunities within division will be distributed as equitably as possible among the employees of the division except with respect to emergency situations; provided however, that only employees qualified to do the work involved shall be called.

2. Overtime other than in emergency situations shall be offered to employees qualified to do the work involved as selected in order of seniority from a rotating list within the Division. Once an employee either performs the overtime or declines to accept the assignment, the next succeeding person on the list in order of seniority shall be selected for the next

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overtime assignment. Assignments of overtime shall be made by continuing down the list successively until all names are exhausted.


G. Snow Removal. All unit personnel performing emergency snow removal for more than four (4) consecutive hours immediately following or previous to their normal work schedule may take a rest period of one hour with pay after the fourth consecutive hour of snow removal. In all other circumstances, after each four (4) hour period of emergency snow removal work, a fifteen minute break may be taken. Snow removal is defined as plowing, sanding, shoveling and the related activity. The Township shall provide each employee performing snow removal with a sandwich and hot soup at the end of the four (4) hour break immediately following their normal work schedule. Employees in the Divisions of Sewer and Water, Building and Grounds, Roads, Fleet Maintenance and Sanitation will receive first preference for needed overtime relating to snowplowing. Department heads shall prepare a list of qualified personnel for the Township Administrator who shall have final approval. This practice shall not prevent the Township from contracting out snowplowing routes by public advertisement.

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H. Standby for Snow Removal. The Township may require Road Department employees to remain on stand-by in anticipation of snow removal activities. The Township shall provide three (3) "beepers" for use by Road Department employees on stand-by but not reachable by telephone. The unavailability of a beeper shall not excuse an employee from stand-by. If an employee has made previous plans and has incurred previous out of pocket expenses with regard to those plans, the Township may not require that employee to remain on stand-by unless the Township agrees to reimburse the employee in full for the out-of-pocket expenses. If the Township agrees to such reimbursement, then the Township may require the employee to remain on stand-by. If the Township does not agree to such reimbursement, the employee is not obligated to be on stand-by, but may nevertheless offer to remain on stand-by.

I. The Township shall provide a sandwich and hot soup to each employee who works during the by-early flushings at the end of four (4) consecutive hours following or previous to their normal work schedule.

12 per year



XVII. LONGEVITY

A. All permanent employees covered by this Agreement who are employed by the Township prior to October 30, 1979, shall receive annual longevity pay based upon annual salary as of November 30th of each year. Said pay shall be a percentage of base salary, excluding overtime and other extra compensation in accordance with the following schedule:

1. After the completion of two full years of service and up to completion of three full years of service1%
2. After the completion of three full years of service and up to completion of five full years of service2%
3. After the completion of five full years of service and up to completion of ten full years of service4%
4. After the completion of ten full years of service and up to completion of fifteen full years of service5%
5. After the completion of fifteen years of service6%




B. All permanent employees covered by this agreement who are employed by the Township after October 30, 1979, shall receive annual longevity pay based upon annual salary as of November 30 of each year. Such pay shall be a percentage of base salary, excluding overtime and other compensations in accordance with the following:

1. After five years of service up to ten years of service4%
2. After ten years of service up to fifteen years of service5%
3. After fifteen years of service6%

C. All permanent employees covered by this Agreement who are initially employed by the Township after January 1, 1992 shall receive annual longevity pay based upon annual salary as of November 30 of each year. Such pay shall be a percentage of base salary, excluding overtime and other compensations in accordance with the following:

1. After seven (7) years of service up to twelve (12) years of service4%
2. After twelve (12) years of service up to seventeen (17) years of service5%
3. After seventeen (17) years of service6%



XVIII. SALARIES & WAGES


A. 1992 Pay Plan

1. All permanent employees covered by this Agreement shall receive salaries or wages effective January 1, 1992, based upon the following grade and step pay plan. All permanent employees covered by this Agreement pursuant to Section III, who are employed by the Township subsequent to the effective date of the contract, shall be placed in a grade consistent with present permanent employees who have similar position classifications as determined by the Mayor, Business Administrator, and the Department Director.

2. The guide for 1992 reflects a 4% increase in each Step above the 1991 salary guide.

3. A guide for 1993 reflects a 4.5% increase in each Step above the 1992 salary guide.

4. No member of the bargaining unit shall be placed in a salary grade other than the grade appropriate to the position held as listed in this contract. Simultaneous with the hiring of a new employee, the title and salary grade shall be

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provided in writing to the Association President. Any employee substituting for an employee in a higher grade level for more than 30 days shall be compensated at the higher grade-level salary subject to approval by the Township Administrator.

5. For the purposes of grade A only, all persons hired shall be placed at the starting salary as indicated for a probationary period of six (6) months after which a satisfactory review by the Administration, the employees shall move to the minimum. The initial date of employment shall be used for purposes of establishing the anniversary date. During the 1992 year, all employees who receive anniversary raises on a date other than initial date of employment shall adjust the date and thereafter utilize their initial date of employment for purposes of establishing the anniversary date.

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1992 Pay Plan

B. 1. All permanent employees covered by this Agreement shall receive salaries or wages effective January 1, 1992, based upon the following grade and Step pay plan. All permanent employees covered by this Agreement pursuant to Section III, who are employed by the Township subsequent to the effective date of the contract shall be placed in a grade consistent with present permanent employees who have similar position classifications as determined by the Mayor, Business Administrator, and the Department Director.

2. The guide for 1992 reflects a four (4%) percent increase in each Step above the 1991 salary guide.

MINIMUM SALARY							
GRADE	\$17,883.						
STARTING	1	2	3	4	5	6	
A	18,337	18,803	19,284	19,781	20,290	20,818	21,360
B	20,290	20,818	21,360	21,916	22,490	23,082	23,691
C	21,360	21,916	22,490	23,082	23,691	24,317	24,963
D	23,691	24,317	24,963	25,630	26,314	27,020	27,747
E	25,630	26,314	27,020	27,747	28,496	29,269	30,063
F	27,020	27,747	28,496	29,269	30,063	30,882	31,724
G	29,269	30,063	30,882	31,724	32,595	33,488	34,409
H	30,882	31,724	32,595	33,488	34,409	35,359	36,337
I	33,488	34,409	35,359	36,337	37,342	38,380	39,447
J	36,337	37,342	38,380	39,447	40,550	41,681	42,849
K	38,380	39,447	40,550	41,681	42,849	44,050	45,289

3. The guide for 1993 reflects a 4.5% increase in each Step above the 1992 salary guide:

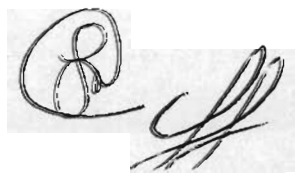
MINIMUM SALARY							
GRADE	\$18,688						
STARTING	1	2	3	4	5	6	
A	19,162	19,649	20,152	20,671	21,203	21,755	22,321
B	21,203	21,755	22,321	22,902	23,502	24,121	24,757
C	22,321	22,902	23,502	24,121	24,757	25,411	26,086
D	24,757	25,411	26,086	26,783	27,498	28,236	28,996
E	26,783	27,498	28,236	28,996	29,778	30,586	31,416
F	28,236	28,996	29,778	30,586	31,416	32,272	33,152
G	30,586	31,416	32,272	33,152	34,062	34,995	35,957
H	32,272	33,152	34,062	34,995	35,957	36,950	37,972
I	34,995	35,957	36,950	37,972	39,022	40,107	41,222
J	37,972	39,022	40,107	41,222	42,375	43,557	44,777
K	40,107	41,222	42,375	43,557	44,777	46,032	47,327

C. During the term of this contract, every employee below Step 6 in his/her grade shall move to the next step in the grade on the anniversary date of original appointment.

D. The complete list of grade and titles of all current positions is incorporated into the Agreement as Schedule A attached hereto. The Township recognizes that reclassification of persons and positions is warranted under certain circumstances.

E. In addition, the Township retains the right to reclassify other persons and/or positions into a higher grade, as


well as to advance persons along the salary guide due to recognition of experience, promotion or merit. Reclassification of any other positions and/or persons into a higher grade may be available upon employee request with Township approval, provided that the Township shall provide written notice to the Association of all reclassification and/or advancements of persons along the guide, and all persons holding the same titles shall receive the same benefits of the reclassification.

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XIX. TOWNSHIP PERSONNEL OBLIGATIONS

Over the term of the contract, the Township agrees to provide the following to all new employees:

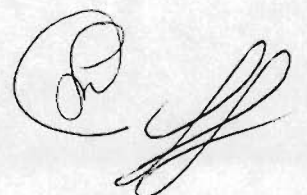
1. Employee Handbook

2. Job descriptions 

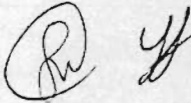
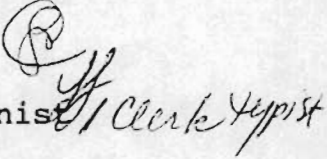
Additionally, the Township will provide the Association Executive Committee with a copy of the updates, modifications and changes made in the personnel ordinance and general personnel rules and regulations (manual) as soon as same are known to the Township.



* Job descriptions will be finalized by supervisors and administration in order to establish formal guidelines for job titles and grades. Each current job title and grade for Association members is to be reevaluated by job description within the period of this contract.



GRADE/TITLE SCHEDULE A

<u>Grade</u>	<u>Titles</u>	
A	Clerk/Typist I Violations Clerk Assessing Clerk Van Driver I Receptionist/Switchboard Operator	
B	Clerk/Typist II Dispatcher Account Clerk Van Driver II Switchboard Operator/Receptionist Secretary I	 
C	Deputy Court Administrator Secretary I Principal Clerk/Typist	
D	Buildings and Grounds Laborer Laborer I Animal Control Officer I Senior Clerk Typist Deputy Tax Collector/Tax Search Officer Deputy Treasurer Assistant Court Administrator Secretary II	
E	Control Person I Laborer II Laborer/Sanitarian Secretary III Animal Control Officer II	
F	Control Person II Equipment Operator I Assistant Water & Sewer Operator I Driver/Sanitation Mechanic I	



G Zoning Officer/Assistant Planner
 Equipment Operator II
 Mechanic II
 Sanitarian Inspector
 Assistant Water & Sewer Operator II

H Mechanic III
 Foreman
 Assistant Water & Sewer Operator III
 Foreman/Driver

I Senior Sanitarian
 Construction Inspector
 Water & Sewer Foreman

J Senior Construction Inspector



XX. MANAGEMENT RIGHTS

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

1. The administrative management and administrative control of the Township government and its property and facilities and the activities of its employees while engaged in Township business.

2. The authority to hire all employees and subject to the provisions of law to determine the qualifications and conditions of employment and continued employment.

3. The authority to promote, assign employees and to determine personnel staffing requirements.

4. The authority to take disciplinary action as needed.

5. The determination of the functions, missions, actions, policy and standards of service of the government.

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6. The authority to determine the technology and techniques of providing service.

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

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XXI. ASSOCIATION RIGHTS

1. The Administration will provide in writing to the Association any personnel action that affects that employee's affiliation with the bargaining unit.

2. The Administration will provide proper eating facilities to accommodate employees within this Agreement and will provide a refrigerator to accommodate edible foods.

3. All outdoor personnel shall have the right to enter the building to use the facilities as long as it does not interfere with their work duty.

4. All outdoor employees of the Road Department shall be provided with one paid ten (10) minute coffee break per day and ten (10) minute paid wash up time prior to the end of the work day provided that work in progress will not be jeopardized. If work in progress will be jeopardized by the coffee break or wash up time, the Township shall have the discretion to require the employees to work through the coffee break and wash up time. In such circumstances, there shall be no right to have makeup coffee breaks or wash up time or to receive any additional compensation. The Township's discretion to require work through coffee breaks or wash up time shall not be exercised unreasonably.

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5. The Secretary of the Executive Committee of this Association will be contacted prior to any disciplinary action that involves a suspension for more than three (3) days, demotion, or dismissal of a member of the Association. At any meeting with an employee which is brought for the purpose of investigating possible disciplinary action, the employee shall be advised of his option to have an Association representative with him at that meeting. A member of the Executive Committee of this Association will be entitled to be a representative at the disciplinary hearing or meeting described above so long as coverage of employment is available for the Executive Member attending said disciplinary hearing or meeting. Any suspension without pay shall be reviewed within three days of said suspension by the Township Administrator.

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XXI. RIGHTS AND RESTRICTIONS UNDER TOWNSHIP ORDINANCES

A. Parties acknowledge that this contract governs the conduct, terms and conditions of employment of unit personnel and supercedes other related articles in any Township ordinances governing personnel policies and personnel regulations. However, it is understood that all Articles in such ordinances unaffected by this contract remain in full force.

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XXII. NO STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, work stoppage, walkout or other job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Township to terminate the employment of such employee or employees, subject, however, to the application of Title 40 N.J.S.A.

C. The Association will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

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

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XXIII. SEVERABILITY AND SAVINGS

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

B. Other sections of this Agreement shall not preclude either of the parties of this Agreement from pursuing any legal remedies which they may have.

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XXIV. FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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XXV. NEGOTIATION PROCEDURES

It is agreed that discussions for a new contract will commence between the Association and the Township on or about September 15, ⁴~~1992~~³ or 120 days prior to submission of the Mayor's 1993 budget for approval.



XXVI. NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Association against an employee on account of race, color, creed, sex, national origin, or marital status.

B. There shall be no discrimination, interference, restraints or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association.

C. The Association, its members and agents, shall not discriminate against, interfere with, restrain, or coerce any e employees covered under this Agreement who are not members of the Association, and shall not solicit membership in the Association or the payment of dues during working time.



XXVII. PERMANENT PART-TIME EMPLOYEES

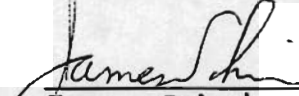
Permanent part-time employees covered by this Agreement shall be entitled to receive all the benefits provided by this contract on a pro-rated basis. The method by which pro-ration is determined is the calculation of the ratio of the number of hours worked per week over the number of regular full-time hours applicable to the position. Permanent part-time employment is defined as those employees working a minimum of 20 hours per week regularly scheduled year round employment, specifically not including temporarily assigned hours or seasonal employees.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed the day and year above written.

ATTEST:

TOWNSHIP OF MOUNT OLIVE

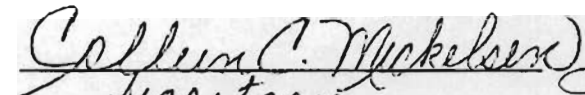

Lisa M. Lashway, Clerk

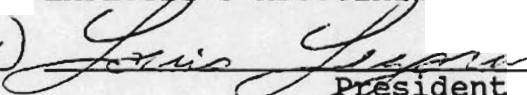

James Scheiss, Mayor
FE JSS

Dated: 3-16-92

ATTEST:

MOUNT OLIVE TOWNSHIP PUBLIC
EMPLOYEE'S ASSOCIATION


Secretary


President

Dated: 3/10/92

 Township of Mt. Olive

June 4, 1992

Ms. Nathanya G. Simon, Esq.
SCHWARTZ, PISANO, SIMON & EDELSTEIN
Presidential Center
Suite 800
298 Eisenhower Parkway
Livingston, NJ 07039

RE: SIDE BAR AGREEMENT - WORK
SCHEDULE CHANGE FOR POLICE
DISPATCHERS

Dear Ms. Simon,

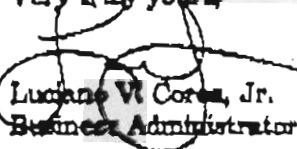
I have reviewed your letter dated June 2, 1992 on the sidebar agreement for work schedule changes for police dispatchers. I would request the following additions and/or changes:

1. Add to the bottom of your paragraph #2, "This time shall be taken or scheduled to be taken by September 1st of each year or the Business Administrator may direct that it be taken at times selected by him".
2. Add to your paragraph #4, "for full-time dispatchers only. Part-time dispatchers will be paid overtime on any hours worked in excess of 40 hours during a normal work week".
3. Add to your paragraph #5, "Any time normally taken in days, i.e., sick, vacation, holiday, etc., shall be equivalent to 12 hours".

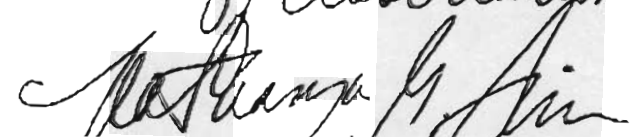
It should also be understood that part-time dispatchers will be required to work the new 12 hour shift where possible. In the event this is not feasible at times, we will look to split shifts based on part-time dispatcher availability. I do not, however, want to get into the position of having to regularly schedule multiple part-time dispatchers to cover one full-time dispatcher's new 12 hour shift.

I would appreciate it if you would have these changes reviewed by the dispatchers and advise me if there are any problems or concerns. Barring any unforeseen circumstances with this agreement, we can implement same, as per your request, on Monday, June 8, 1992.

Very truly yours,


Luciano V. Corea, Jr.
Business Administrator

Wednesday 6/10/92

6/5/92
Accepted on behalf
of Association


June 4, 1992

Ms. Nathanya G. Simon, Esq.
SCHWARTZ, PISANO, SIMON & EDELSTEIN
Presidential Center
Suite 300
293 Eisenhower Parkway
Livingston, NJ 07039

RE: SIDE BAR AGREEMENT - WORK
SCHEDULE CHANGE FOR POLICE
DISPATCHERS

Dear Ms. Simon,

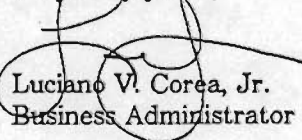
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2. Add to your paragraph #4, "for full-time dispatchers only. Part-time dispatchers will be paid overtime on any hours worked in excess of 40 hours during a normal work week".
3. Add to your paragraph #5, "Any time normally taken in days, i.e., sick, vacation, holiday, etc., shall be equivalent to 12 hours".

It should also be understood that part-time dispatchers will be required to work the new 12 hour shift where possible. In the event this is not feasible at times, we will look to split shifts based on part-time dispatcher availability. I do not, however, want to get into the position of having to regularly schedule multiple part-time dispatchers to cover one full-time dispatcher's new 12 hour shift.

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Very truly yours,


Luciano V. Corea, Jr.
Business Administrator



SCHWARTZ, SIMON & EDELSTEIN
(A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION)
COUNSELLORS AT LAW
PRESIDENTIAL CENTER

SUITE 300
293 EISENHOWER PARKWAY
LIVINGSTON, NEW JERSEY 07039
(201) 740-1600

BELLEVILLE TELEPHONE
(201) 751-4444

TELECOPIER
(201) 740-0891

LAWRENCE S. SCHWARTZ
STEPHEN J. EDELSTEIN
NATHANYA G. SIMON*
NICHOLAS CELSO, III

MICHAEL S. RUBIN
NEIL BRODSKY*
DAVID L. ROSENBERG
DAVID C. BENDUSH
DENISE P. COLEMAN
LEONARD C. SCHIRO
WENDI F. WEILL
JEFFREY A. BENNETT**
PAUL J. LADER
ALISON C. LEONARD

MIGUEL A. MAZA*
JOSEPH C. LAURIA, JR.
OF COUNSEL

June 2, 1992

*MEMBER OF NJ AND NY BARS
**MEMBER OF PA BAR ONLY
*MEMBER OF NJ AND PA BARS

Luciano V. Corea, Jr.
Business Administrator
Township of Mt. Olive
P.O. Box A, Route 46
Budd Lake, New Jersey 07828

Re: Sidebar Agreement - Work Schedule Change
for Police Dispatchers

Dear Mr. Corea:

This will confirm a Sidebar Agreement between the Mt. Olive Public Employees Association and Mt. Olive Township concerning the change in the work schedule for the police dispatchers effective immediately (planned implementation date being June 8, 1992). The terms of the Agreement are as follows:

1. Upon implementation, all police dispatchers will work a schedule which consists of fourteen 12 hour work days during each 28-day work cycle. This schedule shall be in effect for as long as it is in effect for other police personnel in the Township.
2. In connection with the new schedule, each dispatcher will be scheduled to work an average of 104 hours more than the current system. Accordingly, each dispatcher shall have credited to him or her a bank of 104 hours of "schedule adjustment time", which shall be available to be taken off during the year. In 1992, this time will be pro-rated for the time remaining in the 1992 calendar year.

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3. In the event a police dispatcher is away from his/her duties for a time less than 12 hours per day, he/she may use his/her schedule adjustment time for the difference in hours or he/she may work the difference in hours during such a day.
4. Overtime shall be paid for all hours worked in excess of the regularly scheduled 12 hour shift.
5. All categories of time off (sick leave, vacations, holidays, etc.) shall be converted (if not currently stated in hours) to hours and shall be taken off in hours.
6. In the event of a job-related injury which results in at least two weeks of leave, a police dispatcher may be converted to a 40 hour week retroactive to the commencement of such leave and 8 hours shall be deducted from his/her schedule adjustment time for each 28 day cycle during which the dispatcher is on such injury leave.
7. Any and all provisions contained within the Agreement between the Township of Mt. Olive and the Mt. Olive Public Employees Association which are in conflict with the contents of this Sidebar Agreement, shall be considered invalid for purposes of application to the police dispatchers. However, all other provisions contained in Master Agreement between these same parties, shall not be affected thereby and shall continue in full force and effect.

I trust this Sidebar Agreement contains the full understanding between the parties concerning the change in work schedule for the police dispatchers. The signatures on this correspondence can be relied upon by the Township as release and waiver on behalf of the Association and the current individual police dispatchers of any rights, claims, or actions which could be asserted in connection with this matter.

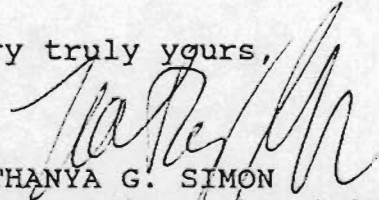
It would be appreciated if you would confirm agreement with all terms set forth herein on behalf of the Township by signing the enclosed original and copies (3) copy of this letter and returning one to Michelle Armbrech, and one to me in the self-addressed

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stamped envelope provided for your convenience. Thank you very much.

Very truly yours,



NATHANYA G. SIMON
Attorney for and on behalf
of the Mt. Olive Public
Employees Association

NGS:jb
Enclosures

Police Dispatchers:

Mattyma Nava Disp #1
Name:

Dated: 6-3-92

Marilyn Jander Disp #2
Name:

Dated: 6/3/92

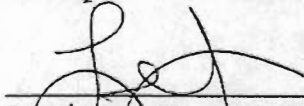
Disp. Michael G. Bowshak #5
Name:

Dated: 6/3/92

Shary A. Freeman Disp. #3
Name:

Dated: 6/3/92

Accepted on behalf of Mt. Olive Township. *



Luciano V. Corea, Jr.
Business Administrator

Dated: 6-5-92

* Modified as per attached memo dated 6/4/92 and approved
by N. Simon on 6/5/92