

AGREEMENT

between

THE TOWNSHIP OF MIDDLETOWN

and

THE BLUE AND WHITE COLLAR SUPERVISORS

CWA LOCAL 1034

January 1, 2004 through December 31, 2007

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This Agreement made and entered into this day of 2004, by and between the Township of Middletown, a municipal corporation, located at 1 Kings Highway, Middletown Township, New Jersey, hereinafter known as the "Employer", and the Middletown Blue and White Collar Supervisors represented by CWA Local 1034, 60 Broad Street, Red Bank, N.J.07701.

WITNESSETH:

Whereas, the Union has presented proof that it represents a substantial majority of a unit composed of all permanent full-time Blue and White Collar Supervisors working in various departments in the Township of Middletown; and

Whereas, the Employer, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all permanent full-time Blue and White Collar Supervisors; consisting of:

- | | |
|---|---------------|
| 1. Street Superintendent | Public Works |
| 2. Supervisor of Motors | Public Works |
| 3. Supervising Maintenance Repairer | Public Works |
| 4. Supervisor, Roads | Public Works |
| 5. Assistant Supervisor Roads | Public Works |
| 6. Assistant Supervisor of Motors | Public Works |
| 7. Assistant Supervising Maintenance Repairer | Public Works |
| 8. Supervisors, Trees | Public Works |
| 9. Supervisor, Parks | Parks & Rec. |
| 10. Superintendent of Recreation | Parks & Rec. |
| 11. Supervisor of Senior Citizens Activities | Parks & Rec. |
| 12. Payroll Supervisor | Finance |
| 13. Supervising School Traffic Guard | Public Safety |

Whereas, the Employer has an obligation, pursuant to N.J.S.A. 34:13A-1 et seq, to negotiate with the Union, as the said representative of all permanent full-time Blue and White Collar Supervisors who are members of the Union, and provide orderly and peaceful procedures for presenting employee grievances and proposals; and

Whereas, the Employer, on its own behalf and on behalf of the citizens of the Township of Middletown hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested in it by law; and

Whereas, the exercise of the forgoing 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 judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only in conformance with the law; and

Whereas, nothing contained herein shall be considered to deny or restrict the Employer

of its rights, responsibilities, and authority under federal, 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 Union that this Agreement be construed in harmony with the rules and regulations of the New Jersey State Department of Personnel:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the representative of all full-time permanent Blue and White Collar Supervisors working in various departments in the Township of Middletown, who have elected to be represented by the Union for the purpose of presenting and making known their grievances and proposals.

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

SECTION 3. The Employer agrees to deduct 85% of the dues assessed to each Union member from the wages of each unit employee who is not a member of the Union, as per N.J.S.A. 34:13A-5.5, and to remit the same to the Union.

SECTION 4. The Union agrees to file dues deduction authorization form with the Employer prior to such deduction, in accordance with the applicable State Law. The Union agrees to maintain a demand and return system in accordance with the PERC Act (NJSA 34:13-5, et.seq.) The union shall indemnify, defend, and save the Township harmless against all claims, demands, Suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.

ARTICLE 2 - HOURS OF WORK

SECTION 1. Each permanent full-time Blue Collar Supervisor shall receive a minimum guarantee of thirty-seven and one-half (37 1/2) hours of work or pay for each week. No guarantee is made that said work will be assigned in the employee's job category, and employees agree to work in other job classifications at no change in rate of pay (except as noted in Article 19) and the Employer agrees to make such assignments on seniority basis.

The work week shall be from Monday through Friday. Normal hours of work shall be defined as 7:00 A.M. to 3:00 P.M. or 7:30 A.M. to 3:30 P.M. All hours worked beyond seven and one-half hours in any one day or thirty-seven and one-half hours in any week shall be paid at the rate of time and one-half for said excess hours.

White or Blue Collar Supervisors whose normal assignments are in Parks Recreational Activities or in Public Works Recycling activities may have a flex-time schedule. Any such schedule will be submitted by the Township to the Union at least 60 days prior to implementation for Union's review and comments.

Saturday work shall be paid at the rate of time and one-half the hourly rate for all hours worked in excess of thirty-seven and one-half hours that week. When an employee is required to work on Saturday he shall be guaranteed a minimum of three (3) 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 a minimum time.

Employees reporting to work on a straight time day shall be guaranteed a minimum of seven and one-half hours of work or pay.

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a minimum of three (3) 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 starting at 7:00 A.M. or 7:30 A.M. is to be 12:00 noon to 12:45 P.M., for which the employee shall not be paid from 12:00 to 12:30. 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 shall be paid for such break.

SECTION 3. Each permanent full-time white collar Supervisor shall receive a minimum guarantee of thirty-five hours of work or pay for each week. No guarantee is made that said work will be assigned in the employee's job category, and employees agree to work in

other job classifications at no change in rate of pay (except as noted in Article 19) 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 for all White Collar Supervisors shall be defined as 9:00 A.M. to 5:00 P.M. or 8:00 A.M. to 4:00 P.M., or 8:30 a.m. to 4:30 p.m. The 8:30 to 4:30 shift or flex-time schedules shall not apply to Public Works or Parks & Recreation field maintenance and garage employees.

All hours worked beyond seven hours in any one day or thirty-five hours in any week shall be paid at the rate of time and one-half for said excess hours. For computation of overtime, each holiday, vacation day and sick day shall be credited as seven hours worked.

Saturday work shall be paid at the rate of time and one-half the hourly rate for all hours worked in excess of thirty-five hours that week. When an employee is required to work on Saturday he shall be guaranteed a minimum of three (3) 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 a minimum time.

Employees reporting to work on a straight time day shall be guaranteed a minimum of seven and one-half hours of work or pay.

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a minimum of three (3) 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 4. Lunch period for employees starting at 8:00 a.m., 8:30 a.m., or 9:00 a.m. is to be 12:00 noon to 1:00 p.m. or 1:00 p.m. to 2:00 p.m., for which the employee shall not be paid. 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 said lunch break.

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

SECTION 5. 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 hours pay for travel time.

When an employee is called to work under the above conditions, he shall be guaranteed a minimum of three hours work or pay, including travel time. All hours worked outside of the employees 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 rate for the time worked during his regular scheduled hours, and shall be paid at the time and one-half rate for all hours worked outside his regularly scheduled hours.

SECTION 6. When an employee is required to work ten (10) hours or more on a normal workday, or a full overtime day, he shall be granted a second one-half hour lunch period at no loss of pay for such period and be granted an additional one-half hour lunch period for each four (4) hours over the above mentioned ten (10) hours, also at no loss of pay for such lunch period.

SECTION 7. Each such employee shall also receive a meal allowance of \$12.00 for each continuous twelve (12) hour time period worked and \$6.00 for every four (4) hours continuously worked thereafter.

SECTION 8. The employees shall not be limited as to outside employment, provided, however, that no such outside employment shall be engaged in, which in any way interferes with the employees' duties as an employee of the Township of Middletown, or which in the judgement of the Administrator, creates a possible conflict of interest; and provided further that no employee shall refuse overtime work ordered by his Department Head or the Administrator for the reason of having to attend an outside job.

ARTICLE 3 -HOLIDAYS

SECTION 1. The employees shall receive thirteen (13) official holidays per year as presently authorized by the Township Committee of the Township of Middletown, which are set forth as follows:

- 1) New Years Day
- 2) Martin Luther King's Birthday
- 3) Washington's Birthday
- 4) Good Friday
- 5) Memorial Day
- 6) Fourth of July
- 7) Labor Day
- 8) Columbus Day
- 9) General Election Day
- 10) Veteran's Day
- 11) Thanksgiving Day
- 12) Thanksgiving Friday
- 13) Christmas Day

Pay for holidays not worked shall be seven and one-half hours for Blue Collar Supervisors at the straight time rate and seven hours pay at straight time for White Collar Supervisors.

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SECTION 2. In the event that any of the above enumerated holidays shall fall on a regular workday, 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 employee shall receive an additional days' vacation.

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

ARTICLE 4 - VACATIONS AND PERSONAL DAYS

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

Employees hired prior to 1/1/95 shall receive vacation at times designated by the Employer with pay based on years of service in accordance with the following vacation table:

- A) 1 to 5 years of service - 12 days vacation with pay
- B) 5 years, 1 day to 10 years of service - 15 days vacation with pay
- C) 10 years, 1 day to 20 years of service - 20 days vacation with pay
- D) Over 20 years of service - 20 days vacation with pay plus one day of vacation with pay for each year over 20 years of service to a maximum of 30 days.

Employees hired after 1/1/95 shall receive vacation at times designated by the Employer with pay based on years of service in accordance with the following vacation table:

- A) 1 to 5 years of service - 10 days vacation with pay
- B) 5 years, 1 day to 10 years of service - 12 days vacation with pay
- C) 10 years, 1 day to 20 years of service - 15 days vacation with pay
- D) Over 20 years of service - 20 days vacation with pay

Vacation time shall be determined from the date of employee's commencement of employment with Employer. An employee's pay check for his earned vacation shall be given to the employee prior to the start of his vacation, provided that a request for said pay check is made at least two (2) weeks prior to his vacation date.

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

SECTION 3. Any employee eligible for vacation, whose employment has terminated for any

reason other than disciplinary, shall nevertheless receive a pro-rated vacation.

SECTION 4. Vacation time may be accumulated for no more than two (2) calendar years. Calculation of the accumulation of vacation time shall commence on January 1st of the year immediately following the unused vacation day(s) for the preceding year. For example, an employee who receives 15 vacation days a year may carryover only 15 days to the next year. An employee who receives 20 vacation days a year may carryover only 20 days to the next year.

SECTION 5. Each employee shall be entitled to and may take three (3) days during the year as personal days off from work with pay for seven and one-half hours for Blue Collar Supervisors and for seven hours for White Collar Supervisors. At least two days prior to the desired personal day, except in the case of an emergency, the employee shall request from the Department Head, 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 Department Head'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 Department Head 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 at no more than that number of employees, and he shall deny all other requests. The granting of said request 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 days following said absence, furnish to the Department Head 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.

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ARTICLE 5 - SICK LEAVE

SECTION 1. Employees are to receive fifteen (15) days sick leave with pay per year after one (1) years Township employment. Employees with less than one year Township employment

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

SECTION 2. The Employer may require medical proof of illness for any of the following:

(1) If the employee has been absent on sick leave for five or more consecutive days or for an aggregate of more than fifteen days in any twelve month period, he may be required to submit proof of doctors treatment.

(2) If the employer believes that an employee is abusing sick leave, progressive discipline steps may be taken.

SICK LEAVE ACCRUAL - TERMINAL LEAVE/RETIREMENT

SECTION 3. If an employee with at least 20 years Township employment chooses to retire on a specific date upon written notice to the Township and application to PERS, he may upon written notice to the Township cease active work prior to that date by subtracting from the number of working days remaining until the given retirement date the total number of the employee's unused accumulated sick days and utilize those accumulated sick days as paid terminal leave. Should an employee, at the time of his retirement, have accumulated but unused sick leave, he shall be paid at the rate of 100% of the sick leave accumulated, provided, however, the employee has twenty (20) years or more Township employment and separation is of a voluntary nature. Upon said retirement and provided the employee has not previously used and/or applied his remaining accumulated sick leave, the employee shall be paid for his accumulated sick leave at the same rate of pay as he was earning at the time of his cessation of active work. The employee shall give written notice to the Township of the intention to retire prior to January 1st of the effective year. Upon failure to give the required written notice in time, the Township shall not be obligated to make payment until the second pay day after the budget for that year has been adopted.

Additionally, an employee who retires with at least 20 years of service shall receive at the time of retirement payment at the rate of one day per year of Township employment for Loyalty Service Days. For example, an employee who retires after 20 years shall be paid by the Township 20 Loyalty Service Days; if an employee retires after 21 years then he shall be paid 21 Loyalty Days, etc.

If a retiring employee with 20 years Township employment utilizes accumulated time as terminal leave, the employee shall not earn any additional sick days, holidays, personal, and vacation days while an employee is running out accumulated earned time pursuant to Article 5 Section 3. Upon ceasing active work on retirement or terminal leave, after 20 years service, that employee shall accrue, earn, and be paid for sick days, holidays, personal days and vacation days for that year on a quarterly pro-rata basis. For example, if an employee ceases active work or retires during the first quarter from January 1 through March 31st the employee shall accrue twenty-five (25%) percent of the total above days accrued in that year; if the employee ceases work or retires during the second quarter between April 1 through June 30, then the employee shall accrue fifty (50%) percent of the above days; if during the third quarter of a year from July 1 through September 30th the employee shall accrue seventy five (75%) percent of the above days, and if during the fourth quarter of a calendar year, the employee shall accrue one hundred (100%) percent of the above days.

Upon the death of an employee, the employee's estate shall be entitled to and shall receive from the Township 100% of all accumulated and unused sick leave of the decedent at the same rate of pay decedent was earning at the time of death.

SECTION 4. An employee hired prior to 1/1/95 may accumulate in sick day bank no more than 150 sick days. However, those employees who had accrued more than 150 sick days as of January 2, 1992 are "capped" at the number accrued as of that date, if higher than 150. Employees hired after 1/1/95 may accumulate no more than 75 sick days.

For those employees who are "capped" at a higher number and use a portion of those days because of illness or injury, they may re-accumulate days until they reach their "capped" number.

As of the end of each November, an employee who has reached the 150 or 75 day maximum (or is at his/her "capped" number) will be paid for any of the unused 15 sick days earned in that year at a 50% rate. This amount will be paid before the end of that year and will be included as regular salary for tax purposes.

ARTICLE 6 - DEATH IN FAMILY

SECTION 1. In case of death in the immediate family, as hereinafter defined, an employee shall be granted three days off with pay for the purpose of attending burial or religious services.

Payment shall be made for only such of the three 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, step-child, sister, brother, mother, mother-in-law, father, father-in-law, step-mother, step-father, grandmother or grandfather of the employee.

SECTION 2. In the case of death of an employee's sister-in-law, brother-in-law, aunt, uncle, niece, nephew an employee shall be granted one day off with pay for the purpose of attending the burial or religious services. At least one (1) day prior to the date of the funeral, the employee shall notify the Employer of his/her intention to attend the funeral.

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 (90) 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 Department of Personnel. 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 the employee's ability, fitness, seniority, and State Department of Personnel 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 grades to fill the vacancy. Any dispute arising under this section is to be subject to the grievance machinery.

SECTION 5. One (1) steward shall have during the respective periods in such capacity, top seniority, except for promotion purposes, and after his periods of service., he shall have a normal seniority status with respect to layoff and recall.

SECTION 6. An employee shall lose all seniority rights for any one or more of the following reasons:

- A) Voluntary resignation
- B) Discharge for just cause
- C) Failure to return to work within five (5) working days 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 7. Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

SECTION 8. The Employer, upon recalling, shall do so in the inverse order the 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 9. 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 higher.

SECTION 10. Whenever the Township advertises for a position or receives notices of the job vacancies or job promotions for department or inter-department positions, the Township personnel officer shall provide all Department Heads with said information, the Department Head shall post said notices. The Township personnel officer will also give notice to the Union President.

ARTICLE 8 - WORK CLOTHES

SECTION 1. The Employer will provide the following items on a turn-in basis to the Supervisor of Motors:

- A) Work gloves as needed, subject to inspection and approval of the Department Head.
- B) Summer uniforms with short sleeves, which will be provided by the Employer between May 1 and October 1 of each year.
- C) Winter work clothes and hooded parkas are to be provided by the Employer between October 1 and April 30 of each year.
- D) Shoe money in the amount of \$100 for each and every year of the contract. The check in payment for such shoe allowance shall be made payable to the employee and shall be payable in a lump sum amount on the 4th Tuesday in January in each of the contract year.

SECTION 2. The Employer will provide all Blue Collar Supervisors with a Uniform Allowance of \$500 per contract year and a shoe allowance of \$100 per contract year. The check in payment of such annual Allowances shall be made payable to the employee and paid on the 4th Tuesday in January of each of the contract years.

SECTION 3. The Employer will provide all other newly hired Blue Collar Supervisors, in their initial year or partial year of service, with the following items without cost:

- A) Full uniforms consisting of five winter shirts, five summer shirts, five pairs of work pants and a winter jacket.
- B) Winter work shoes, not to exceed \$50.00, are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the newly hired employee. The employee, within five days of receipt of said check, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified term will result in reprimand or suspension.

- C) Summer work shoes, not to exceed \$50.00, are to be provided by the Employer. Work shoes must be steel-toed safety shoes. Checks shall be made payable to the newly-hired employee. The employee, within five days of receipt of said check, shall render proof of purchase to the Director or his appointee. Failure to do so within the specified term will result in reprimand or suspension.

ARTICLE 9 - BULLETIN BOARDS

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

All certification of eligibility tests, either entrance or promotional, relating to any title or classification represented by the Union shall be posted on said bulletin board.

ARTICLE 10 - NON-DISCRIMINATION

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

ARTICLE 11 - MAINTENANCE OF EXISTING CONDITIONS

A uniform set of working rules and regulations shall be adopted by all Department Heads and Supervisors, and such written rules and regulations shall be distributed to all employees. 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 12 - GRIEVANCE MACHINERY

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 discipline for just cause. The Employer agrees to advise the Union of any such discipline and the reason therefore at the time of such action. Such discipline shall conform to State Department of Personnel procedures.

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

SECTION 3. Any aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed waived by the Union and the employee.

SECTION 4. In the event of a grievance, the steps hereinafter shall be followed:

Step 1: An employee with a grievance shall first discuss the matter with his immediate supervisor, whether directly or through the designated representative of the Union for the purpose of resolving the matter informally.

Step 2: If the aggrieved party is not satisfied with the disposition 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 within three (3) working days to his Department Head, or in his absence a designated representative of that Department, and a copy to the Township Administrator. A decision thereon shall be rendered in writing by the Department Head, or his representative, within seven (7) working days.

Step 3: If the aggrieved party is not satisfied with the disposition at Step 2, the matter may then be referred in writing within five (5) working days by the representative of the Union to Township Administrator. A meeting on the grievance may be held. The Administrator shall render a written decision within fifteen (15) working days of the referral.

Step 4: Either the Union or the Employer may, within ten (10) days of the Administrator's decision may request in writing 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. The arbitrator's fees shall be shared equally by the Union and Employer.

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 represented by the Union because of his race, age, color, sex, religious creed, national origin, political or Union affiliation, or any dispute involving interpretation or application of this Agreement.

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

(d) A grievance affecting a group of employees under this Agreement may be submitted by the Union on behalf of said named group at Step 3 of the grievance procedure.

(e) Nothing herein shall be construed to deny to any employee their rights under the Civil Service Act, N.J.S.A. 11A:1-1, et seq.

ARTICLE 13 - JURY DUTY

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

ARTICLE 14 - RIGHT OF VISITATION

The Business Agent or his representatives, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purposes of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head 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 operations of the municipal offices or shops during working hours, and this privilege shall be exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE 15 - WAGES

SECTION 1. Effective January 1, 2004 all employees shall receive a pay increase of 3.75% applied to their existing base salaries.

SECTION 2. Effective January 1, 2005 all employees shall receive a pay increase of 3.75% applied to their existing base salaries.

SECTION 3. Effective January 1, 2006 all employees shall receive a pay increase of 3.75% applied to their existing base salaries.

SECTION 4. Effective January 1, 2007 all employees shall receive a pay increase of 3.75% applied to their existing base salaries.

SECTION 5. All retroactive pay due and owing to each employee shall be paid in a lump sum payment to such employee by a separate check.

ARTICLE 16 - DEFECTIVE EQUIPMENT

SECTION 1. The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with 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.

All equipment which is refused by an employee because it is not mechanically sound or properly equipped shall be appropriately tagged so that the tag is readily observable by other employees, and the tag shall remain thereon until the Maintenance Department has remedied the complaint. The Maintenance Department shall remove the tag upon correction, and the equipment shall thereupon be available for use.

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 government regulations relating to safety of person or equipment. The term "dangerous condition of work" does not relate to the type of cargo which is hauled or handled.

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 (1) copy to be retained by the employee. Such reports shall be made out on company time. The Employer shall not 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.

ARTICLE 17 - LONGEVITY

In addition to the wage increase in Article 15, employees hired prior to 1/1/95 shall receive a longevity bonus for each of the contract years in accordance with the following schedule:

- A) After 5 years of service - 3% salary
- B) After 10 years of service - 4% of salary
- C) After 15 years of service - 5 1/2% of salary
- D) After 20 years of service - 7% of salary

Longevity pay for a calendar year will be spread over the pay periods of the employees during that year. Service for longevity purposes shall be calculated from the date an employee is appointed to a full-time provisional or permanent position. However, a provisional or permanent employee who has continuous service from a temporary full-time appointment shall have his/her longevity calculated from the date of the temporary appointment. Eligible employees shall qualify for longevity increment on the date of anniversary of his or her employment.

Employees hired after 1/1/95 shall have their current and future longevity calculated using the above percentages applied to their January 2, 2003 salaries. For example, an employee earning \$30,000 on January 2, 2003 will have established longevity payments of \$900, \$1200, \$1650, and \$2100 per above schedule. Longevity payments will not increase with increases in base salary for employees hired after 1/1/95.

ARTICLE 18 - MEDICAL, SURGICAL, AND HEALTH PLANS

SECTION 1. The Employer will provide at no cost to all employees, hired prior to January 1, 1995 health insurance coverage as described in general terms herein to cover full family responsibilities including husbands and wives of the employee and the children of employee below the age of 23 years, if said children are dependents and otherwise qualify.

For all employees hired after January 1, 1995, the employer will provide, at no cost to the employee, single health insurance coverage to the employee only. These employees are eligible to purchase family coverage (including Dental and Prescription as outlined in Sections 2 and 3 below) through the Employer. The Employer will contribute one-third of the cost of this dependent health insurance coverage.

Employees hired between 1/1/95 and 1/1/00 may opt to pay the higher Township

medical insurance premiums and thereby remain in the vacation, longevity, and terminal leave schedules designated in the contract for employees hired prior to 1/1/95.

SECTION 2. The Employer will provide at no cost to the employee, dental insurance coverage pursuant to the New Jersey Dental Service Plan with benefits as follows:

- A) 100% preventative and diagnostic coverage
- B) 100% crown, inlays, and gold restorations coverage
- C) 100% all remaining basic coverage
- D) Orthodontic, periodontic, and prosthodontic benefits remain as is

SECTION 3. The Employer shall provide at no cost to the employee a \$10.00 co-pay prescription plan for non-generic drugs and a \$1.00 co-pay prescription plan for generic drugs, if attending physician approves.

SECTION 4. The Employer may change insurance carriers, at its option, provided substantially similar benefits are provided. The employer will notify the Union as early as possible of change in insurance carriers.

SECTION 5. Pursuant to authority in N.J.S.A. 40A:10-22, the Employer agrees to provide such benefits enumerated in Sections 1, 3, and 4 of this Article to all employees who have retired, and with co-pay provisions as may be applicable, as defined in Article 24 hereinafter.

SECTION 6. A booklet describing the foregoing benefits will be available to each employee.

SECTION 7. Employees voluntarily opting out of Township plans will be paid the following annual amounts:

- \$2700 - Medical Plan
- \$ 600 - Prescription Plan
- \$ 250 - Dental Plan

Employees opting out of Township plans must provide proof of coverage from a source other than the Township to be paid the above amounts.

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Employees who opt out of Township plans and subsequently lose their coverage, will with proof of loss of coverage, be able to re-enter the Township plan within 30 days.

SECTION 8. All Employees may purchase enhanced dental coverage and/or vision coverage, and will be given the option to purchase same through pre-tax payroll deductions. These options will be made available as soon as the Township insurance carriers are able to commence the programs. The Union will be notified accordingly.

ARTICLE 19 - 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 employee's rate of pay; provided, however, that if an employee is required to work three (3) consecutive days or more in a higher classification, he will be paid at the rate established for said classification.

ARTICLE 20 - ASSIGNMENT OF OVERTIME

Unique overtime shall be assigned on a rotating basis according to title. The assignment of such overtime shall be done by use of a list/chart which will be posted for Public Works in the DPW Garage and for Parks in the Parks Maintenance area. The overtime list shall be continually rotated. The order of the list shall not be changed. The last person worked shall be on the bottom of the list. If an employee is unavailable or refuses to report to work he shall be considered as having worked for rotation purposes.

ARTICLE 21 - SAFETY

All complaints regarding an employee's safety shall be handled through the grievance machinery. No employee shall be required to operate unsafe equipment, and further, the Employer shall require an employee to operate any equipment that does not meet the safety requirements of the State of New Jersey.

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ARTICLE 22 - APPLICABLE LAWS

SECTION 1. Nothing herein shall abrogate or in any way modify any of the rules or procedures

of the New Jersey State Department of Personnel, and 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 applicable provisions of Federal, State and Local laws.

ARTICLE 23 - SAVINGS CLAUSE

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 24 - RETIREMENT, HEALTH, AND MEDICAL BENEFITS

SECTION 1. Upon retirement by an employee hired prior to 1/1/95 after twenty-five (25) years of Township employment and upon such employee collecting pension benefits, or upon retirement of an employee who has attained the age of sixty-two (62) years and with fifteen (15) years of Township employment, an employee shall have his or her medical and health insurance coverage paid in full by the Township, until such time as such employee attains the age of sixty-five (65) years. Such employee, at age sixty-five (65) years and thereafter, and so long as the employee is covered by Medicare, shall be reimbursed by the Township for all approved, eligible health expenses (as defined by the Township approved Health Benefit Plan set forth in the Employee Health Plan Booklet) not paid by Medicare.

SECTION 2. Subject to the terms set forth in Section 4, hereinafter set forth, and while said employees is receiving said Retirement Medical and Health Benefits (as set forth in Section 1 of this Article), the employee's spouse who is not yet sixty-five (65) years of age shall have his or her medical and health insurance coverage paid in full by the Township. Once the employee's spouse attains the age of sixty-five (65) years and so long as he or she is covered by Medicare, such spouse shall be reimbursed by the Township for all approved, eligible medical and health expenses (as defined by the Township approved Health Benefit Plan set forth in the Employee Health Plan Booklet) not paid by Medicare.

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SECTION 3. For employees hired after 1/1/95, Section 1 and Section 2 will apply except that health insurance co-payment provisions during active service will apply during retirement.

SECTION 4. Any and all obligations by the Township for payments on behalf of the employee/spouse shall terminate six months after the date of the employees death. The Township will offer Medical Coverage under the rules of the Federal C.O.B.R.A. law to the spouse of any employee who dies.

ARTICLE 25 - DISABILITY AND WORKERS COMPENSATION

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

As to Workers Compensation, effective January 1, 1996 the Employer will pay compensation only in accord with the standards and provisions of the New Jersey Workers Compensation laws as to the terms and amount of payments for employees injured on the job.

ARTICLE 26 - MILEAGE REIMBURSEMENT

White Collar Supervisors shall receive \$0.18 per mile for the use of their vehicle when used for Township purposes.

ARTICLE 27 - UNION ACTIVITIES

SECTION 1. The Employer agrees to allow the Chief Steward of the Union a leave of absence with pay for an aggregate period not to exceed five (5) days in any calendar year for the purpose of traveling to and from and attending any State or National Convention of said organization in accordance with Civil Service Rule 4:1-17.4.

SECTION 2. In addition, the Employer agrees to allow the Chief Steward the opportunity to attend Union sponsored lectures and seminars for a maximum of four (4) days per year off from work with pay for the purpose of attending these lectures or seminars.

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SECTION 3. The employee must give the Employer at least one (1) week's notice of his intention to attend a seminar or lecture. The attending of any of these seminars or lectures is at the employee's or Union expense. The Employer is not responsible for any out-of-pocket expenses incurred by the employee.

SECTION 4. The Union Stewards shall be allowed a reasonable amount of time during working hours to attend to Union business, without loss of pay.

ARTICLE 28 - COMPENSATORY TIME

Accrued compensatory time shall be defined as earned/working time, and shall be paid by the Employer to the employee's estate upon the death of the employee.

ARTICLE 29 - TRAINING

Supervisors will attend training courses authorized and paid for by the Township for the purpose of improving management and technical skills related to supervisors' employment.

ARTICLE 30 - 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 employee for just cause.

SECTION 2. Nothing in this article shall be interpreted to deprive an employee of rights guaranteed to him by Federal or State Laws, and all 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.

SECTION 4. The Employer has the right to have periodic performance evaluations and meet with the employee for the purpose of evaluating the employee's work performance. The Employer will consult with the Union in establishing this performance evaluation process.

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ARTICLE 31 - TERMS OF AGREEMENT

SECTION 1. This agreement shall be effective as of January 1, 2004, and shall remain in full force and effect and expire on December 31, 2007.

SECTION 2. The employees shall have the right to open negotiations on salaries between August 1st and August 31st, 2007. 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.

CWA LOCAL 1034

TOWNSHIP OF MIDDLETOWN

