

AGREEMENT

between

THE TOWNSHIP OF MIDDLETOWN

and

THE WHITE COLLAR EMPLOYEES
AND LOCAL 702 PUBLIC
EMPLOYEES SERVICE UNION

January 1, 1994 through December 31, 1996

PREAMBLE		PAGE 1
ARTICLE 1.	RECOGNITION	PAGE 2
ARTICLE 2.	HOURS OF WORK	PAGE 3
ARTICLE 3.	HOLIDAYS	PAGE 6
ARTICLE 4.	VACATIONS AND PERSONAL DAYS	PAGE 7
ARTICLE 5.	SICK LEAVE	PAGE 10
ARTICLE 6.	DEATH IN FAMILY	PAGE 13
ARTICLE 7.	SENIORITY AND PERMANENT EMPLOYEE SECURITY	PAGE 14
ARTICLE 8.	BULLETIN BOARDS	PAGE 17
ARTICLE 9.	NON-DISCRIMINATION	PAGE 17
ARTICLE 10.	MAINTENANCE OF EXISTING CONDITIONS	PAGE 17
ARTICLE 11.	GRIEVANCE MACHINERY	PAGE 18
ARTICLE 12.	JURY DUTY	PAGE 20
ARTICLE 13.	RIGHTS OF VISITATION	PAGE 20
ARTICLE 14.	WAGES	PAGE 21
ARTICLE 15.	LONGEVITY	PAGE 22
ARTICLE 16.	MEDICAL, SURGICAL, AND HEALTH BENEFITS	PAGE 22
ARTICLE 17.	COMPENSATORY TIME	PAGE 24
ARTICLE 18.	COMMUNICATIONS OPERATORS	PAGE 24
ARTICLE 19.	APPLICATION OF SENIORITY	PAGE 25
ARTICLE 20.	AGENCY SHOP	PAGE 26
ARTICLE 21.	WORKERS COMPENSATION AND DISABILITY	PAGE 26
ARTICLE 22.	SAFETY	PAGE 27
ARTICLE 23.	MANAGEMENT RIGHTS	PAGE 27
ARTICLE 24.	APPLICABLE LAWS	PAGE 28
ARTICLE 25.	UNIFORMS	PAGE 28
ARTICLE 26.	MILEAGE REIMBURSEMENT	PAGE 29

ARTICLE 27.	SAVINGS CLAUSE	PAGE 29
ARTICLE 28.	RETIREMENT, HEALTH AND MEDICAL BENEFITS	PAGE 29
ARTICLE 29.	UNION ACTIVITIES	PAGE 30
ARTICLE 30.	TERMS OF AGREEMENT	PAGE 31

This Agreement made and entered into this 1ST day of JAN 1994, by and between the Township of Middletown, a municipal corporation, located at Kings Highway, Middletown Township, New Jersey, hereinafter known as the "Employer", and Local 702, Public Employees Service Union, hereinafter known as the "Union";

WITNESSETH:

Whereas, the Union has presented proof that it represents a substantial majority of a unit composed of all permanent White Collar employees working in the Departments of 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 White Collar employees working in the Departments of the Township of Middletown; and

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

Whereas, the Employer, on its own behalf and on behalf of the citizens of the Township, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested 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 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 the White Collar employees of 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.

SECTION 5. Permanent part-time employees, who are certified and designated by civil service as permanent, will commencing one (1) year after certification as permanent be entitled only to benefits of one (1) sick day and one (1) vacation day per month of service and holidays (if scheduled to work), pro-rated on their average hourly work day as compared to a seven (7) hour work day; said permanent part-time employees are not entitled to other benefits in this contract or medical and health coverage. Temporary, seasonal, or non-permanent part-time employees are not covered by this agreement or entitled to benefits.

ARTICLE 2 - HOURS OF WORK

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

The work week shall be from Monday through Friday. Normal hours of work for all White Collar Employees, except Communications

Operators (formerly known as Dispatchers), shall be defined as 9:00 A.M. to 5:00 P.M. or 8:00 A.M. to 4:00 P.M.. All hours worked beyond seven (7) 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 the computation of overtime, each holiday, vacation day, and sick day shall be credited as seven (7) hours worked.

Saturday work shall be paid at the rate of time and one-half the hourly rate for all hours worked in excess of thirty-five hours that week. When an employee is required to work on Saturday, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half rate, subject to the above paragraph, and such employee shall be present and available for work for such a minimum time.

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

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a minimum of four (4) hours work or pay at the rate of double time on Sunday 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 8:00 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 such lunch break.

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

SECTION 3. When an employee is not scheduled for work, and his services are required, he may be called to work and his time shall start when he arrives at his place of assignment, plus one-half hours pay for travel time.

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

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

SECTION 5. Each such employee shall also receive a meal allowance of \$12.00 for each continuous ten (10) hour time period worked and \$6.00 for every four (4) hours continuously worked thereafter.

SECTION 6. The employees shall not be limited as to outside employment; provided, however, that no such outside employment shall be engaged in which in any way interferes with the employees' duties as an employee of the Township, 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 fourteen (14) official holidays per year as presently authorized by the Township Committee, as follows:

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

Pay for holidays not worked shall be seven and one-half hours

pay at the straight time rate.

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

SECTION 3. In the event a holiday named in this contract falls during an employee's vacation period, such 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 days' vacation with pay for each full month of service.

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

- 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.

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.

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. In the event such accumulated vacation day(s) are not used by December 31st of the year following the commencement date of calculation, then such accumulated vacation day(s) shall be lost.

SECTION 5. Each employee shall be entitled to and may take two

(2) days during the year as personal days off from work with pay for seven hours at straight time. At least two days prior to the desired personal day, except in the case of an emergency, the employee shall request from his/her Department Head or the employee's supervisor, permission to take the desired day as a personal day. Permission shall not be unreasonably denied, subject however, to the following standards:

A) No personal day shall be granted for any day which immediately precedes or follows a three day holiday weekend, or any of the designated paid holidays set forth in this agreement.

B) No personal day shall be granted for any time during which, in the Director's opinion, the employee's presence on the job is indispensable to the performance of the department in relation to a particular ongoing activity.

C) In the event more than one employee desires a particular day as a personal day, the 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 Department Head 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.

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 with pay for each 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.

A) The Department Head will arrange a meeting with said employee to discuss the alleged abuse. The employee has the option of having the Shop Steward in attendance. If the alleged abuse is confirmed, a formal oral reprimand will be given to said employee.

B) If the employer believes that the employee is still abusing sick leave, a second meeting will be arranged by the Department Head with notification to the Union. If the alleged abuse is confirmed, a written reprimand will be given to the employee.

C) If the employer believes that the employee is still abusing sick leave, a disciplinary action for suspension may be instituted by the employer.

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 of the intended retirement, 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 to be 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 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.

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 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 to the extent permitted by law.

SECTION 5. 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 after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

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

SECTION 7. The Employer, upon recalling, shall do so in the inverse order of 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 8. An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is higher.

SECTION 9. Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

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,

and the Department Head shall post said notices. The Township personnel officer will also give notice to the Union President.

ARTICLE 8- 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 9 - NON-DISCRIMINATION

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

ARTICLE 10 - 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 11 - 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 seven (7) working days by the representative of the Union to the Township Administrator. A meeting on the grievance may be held. The Administrator shall render a written decision within ten (10) working days of the referral.

Step 4.: Either the Union or the Employer may, within fifteen (15) 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 affiliation, 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 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.

SECTION 5. It shall be the intentions of the parties to settle all differences between the Employer and the Union through the grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that it will not strike, slow-down, or cause a slow-down or engage in any work stoppage or other job action during the term of this Agreement. Any employee who violates the terms of this section shall be subject to discharge.

ARTICLE 12 - 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 13 - 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. 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 14 - WAGES

SECTION 1. Effective January 1, 1994 all employees shall receive a pay increase of 4.25% applied to the existing salary guide.

SECTION 2. Effective January 1, 1995 all employees shall receive a pay increase of 4.5% applied to the salary guide.

SECTION 3. Effective January 1, 1996 all employees shall receive a pay increase of 4.5% applied to the salary guide.

SECTION 4. All retro-active pay due and owing to each employee shall be paid in a lump sum payment to such employee by a separate check.

SECTION 5. In addition, the position of Communications Operator will be advanced on the Salary Guide from W4 to W6 and all Communication Operators will be advanced in salary from W4 to W6 in the same Step, effective on the date of execution of this

Agreement. Further, all Communication Operators will be advanced one pay Step on the Salary Guide, effective January 1, 1996.

ARTICLE 15 - LONGEVITY

In addition to the wage increase in Article 15, employees 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 the purposes of longevity pay shall be calculated from the date of first employment with the employer. Time in the employ of the Employer, regardless of department or division, shall be counted. Each employee shall qualify for longevity increment on the date of anniversary of his or her employment.

ARTICLE 16 - MEDICAL, SURGICAL, AND HEALTH PLANS

SECTION 1. The Employer will provide at no cost to all full-time permanent 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 full-time permanent employees hired after January 1, 1995, the employer will provide, at no cost to the employee, single health insurance coverage as described in general terms herein to the employee only. These employees are eligible to purchase family coverage through the Employer.

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 \$4.00 co-pay prescription plan for non-generic drugs and a \$2.00 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.

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, as defined in Article 28 hereinafter.

ARTICLE 17 - 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 18 - COMMUNICATIONS OPERATORS

SECTION 1. All "Dispatchers" shall hereinafter be referred to as "Communication Operators" and such Communications Operators shall wear emblems (patches) on their uniforms designating such position.

SECTION 2. The pay scale of the Communication Operators shall be based on a forty (40) hour work week.

SECTION 3. Communication Operators shall be paid time and one-half for all holidays worked. Additionally, the Communication Operator working on any such holiday shall receive a day off with pay as compensation for working on any such holiday.

SECTION 4. There shall be uniformity in the training of all Communication Operators.

SECTION 5. The work area of the Communication Operators shall be secured, or in the alternative, an effective security system shall be installed in said unsecured work area.

SECTION 6. In the event space becomes available, the Communication Operators shall have a locker changing area, with a bulletin board on which all notices shall be posted.

SECTION 7. Whenever there is a need for a communication operator for overtime purposes, said overtime shall be done on an equitable basis as established by updated overtime list.

SECTION 8. Prior to a patrolman being placed as a communication operator, every effort must be made to hire a certified Department of Personnel Communication Operator on overtime.

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

ARTICLE 20 - AGENCY SHOP

Every employee covered by this Agreement, who does not belong to the Union, shall be required to pay 85% of the dues assessed to each Union member as prescribed in N.J.S.A. 34:13A-5.5. The dues assessed shall be deducted from the wages of each employee as prescribed in Article 1, Section 3.

ARTICLE 21 - WORKERS COMPENSATION AND DISABILITY

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, the Employer will henceforth 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, except that as a transition from past practice to the terms provided by law the following stages will apply

- a. All employees currently out on workers compensation will continue to receive 100% of salary.
- b. Effective the date of this contract until December 31, 1995, any employee on workers compensation due to injury on the job will receive payments of 90% salary;
- c. Effective January 1, 1995 until December 31, 1995, any employee on workers compensation due to an injury on the job will receive payments of 80% of salary;

- d. Effective January 1, 1996, any employee on workers compensation due to an injury on the job will receive payments in the terms and amount as per N.J. Workers Compensation Law.

ARTICLE 22 - SAFETY

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

ARTICLE 23 - 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.

ARTICLE 24 - 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, or the provisions of this Agreement to that extent shall be null and void.

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

ARTICLE 25- UNIFORMS

SECTION 1. The Employer will provide all Communication Operators with a uniform maintenance allowance of \$300 per year, except that in 1995 the Employer will purchase new uniforms for all Communications Operators, in the quantity and style as set forth on the attached Schedule A in lieu of the uniform allowance for 1995.

SECTION 2. The Employer will provide newly hired Communication Operator employees, in the initial year or partial year of service, without cost, the uniforms set forth in Schedule A. After the initial year, or partial year, of employment, said newly hired Communication Operator employees shall be paid in accordance with the Uniform Maintenance Allowance specified in Section 1 in the

remaining years of this contract.

ARTICLE 26 - MILEAGE REIMBURSEMENT

Employees shall receive \$.18 per mile for use of their vehicles when used for Township business purposes.

ARTICLE 27 - 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 28 - RETIREMENT, HEALTH AND MEDICAL BENEFITS

SECTION 1. Upon retirement by an employee 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 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.

SECTION 2. Subject to the terms set forth in Section 3, hereinafter, 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.

SECTION 3. Any and all obligations by the Township for payments on behalf of the employee/spouse shall terminate six months after the date of the employee's 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 29 - UNION ACTIVITIES

SECTION 1. The Employer agrees to allow Shop Stewards/Union Delegates the opportunity to attend Union sponsored lectures and seminars. No more than five (5) employees may attend any one (1) seminar or lecture. Employees may be allowed a maximum of four (4)

days per year off from work with pay for the purpose of attending these lectures or seminars. No employee will be allowed to be off from work for any more than two (2) consecutive days; the total combined number of days off for Union members to attend Union sponsored lectures or seminars shall not exceed twenty (20) days.

SECTION 2. 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 3. Shop Stewards shall be allowed a reasonable amount of time during working hours to attend to Union business, without loss of pay.

ARTICLE 30 - TERM OF AGREEMENT

SECTION 1. This agreement shall be effective as of January 1, 1994, and shall remain in full force and effect and expire on December 31, 1996.

SECTION 2. The employees shall have the right to open negotiations on salaries between August 1st and August 31st, 1996. 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.

LOCAL 702, PESU

Michele DeMarco

H. E. Cook

Robert J. Leoney
1-19-95

TOWNSHIP OF MIDDLETOWN

[Signature]

[Signature]
ATTORNEY

Schedule A Initial uniform purchase for Communications Operators

Each Communication Operator is to be provided with the following:

3 short sleeve Staff Shirts 50/50 cotton/polyester Screenmates Model 5000 embroidered Communications logo on left chest	\$19.50	\$58.50
2 long sleeve Staff Shirts 50/50 cotton polyester Screenmates Model 5000 embroidered Communications logo on left chest	\$21.50	\$43.00
2 pr. Executive Slacks 11.5 oz woven polyester Dickies Model PW35 black	\$22.50	\$45.00
1 Garrison Belt 1 1/2 inch leather black	\$7.80	\$7.80
1 Blazer with Communications logo embroidered on left chest Edwards Model 3293 maroon	\$99.00	\$99.00
1 Nylon Jacket Baseball Style w/quilted lining Dunbrooke Model Regency dark blue embroidered Communications logo on left chest	\$57.50	\$57.50
1 Tie diagonal stripes maroon/blue/grey Sam Broome model Corporate clipon	\$8.50	\$8.50
Total per Communication Operator		\$319.30
Total cost for 12 Communications Operators		\$3,831.60

Note: Extra sizes such as 2x or 3x or mens slacks 44-50 or womens slacks 22-28 shall be provided, however any additional expense shall be the responsibility of the individual Communications Operator. Personal name on the

baseball jacket embroidered on the right chest in script will be allowed, but the expense shall be the responsibility of the individual Communications Operator.

Only the approved Communications Logo embroidered onto the garment itself will be allowed. Sewn on embroidered patches are not acceptable. Shirts will be allowed in the following colors:

Dark Blue

Light Blue

White

Red