



MIDDLE
TOWNSHIP

"A Safe and Clean Family Community"

AGREEMENT

Between

TOWNSHIP OF MIDDLE

AND

AMALGAMATED LOCAL NO. 2327-UAW, AFL/CIO

JANUARY 1, 2016 - DECEMBER 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I	PURPOSE	1
ARTICLE II	INTERPRETATION	1
ARTICLE III	NON-DISCRIMINATION	1
ARTICLE IV	FULLY BARGAINED PROVISIONS	1
ARTICLE V	UNION RIGHTS.....	2
ARTICLE VI	UNION NOTIFICATION	2
ARTICLE VII	WORK WEEK	2
ARTICLE VIII	OVERTIME	2
ARTICLE IX	EMPLOYEE REPRESENTATION	3
ARTICLE X	HOLIDAYS	3
ARTICLE XI	SICK LEAVE.....	5
ARTICLE XII	HEALTH INSURANCE	5
ARTICLE XIII	UNIFORMS	5
ARTICLE XIV	UAW MEETINGS OR CONVENTIONS.....	6
ARTICLE XV	TIME OFF.....	7
ARTICLE XVI	GRIEVANCE PROCEDURE	8
ARTICLE XVII	VACATION	9
ARTICLE XVIII	BULLETIN BOARDS	10
ARTICLE XIX	PROBATIONARY PERIOD	10
ARTICLE XX	MISCELLANEOUS PROVISIONS	10
ARTICLE XXI	SALARIES.....	11
ARTICLE XXII	MANAGEMENT RIGHTS.....	11
ARTICLE XXIII	BILL OF RIGHTS	12
ARTICLE XXIV	DEDUCTIONS FROM SALARY	13
ARTICLE XXV	TERM AND RENEWAL.....	14
	APPENDIX A	15
	PLAN OPTIONS.....	16

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Law of 1968 (N.J.S.A. 34:13A-5, 1 etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and the understanding between the Township of Middle ("Township") and its Communication Operators employed by the Township ("Employees"); to prescribe the rights and duties of the Township and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Middle and its employees and the Township.

ARTICLE II - INTERPRETATION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, the statutes of the State of New Jersey and the Ordinances of the Township of Middle. The Township recognizes the International Union, United Automobile, Aerospace and Agricultural Implement. Workers of America, Amalgamated Local 2327 UAW ("Local 2327") as the exclusive negotiating agent and representative for all Communications Operators employed by the Township, at the time of the signing of the Contract. The Township agrees that Local 2327 has the right to negotiate as to rates of pay, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

ARTICLE III - NON-DISCRIMINATION

The Township is committed to the principle of equal employment opportunity and anti-discrimination pursuant to federal and state laws. The Township and Employees both recognize that there shall be no discrimination by reason of sex, creed, race, national origin, religion, ancestry, marital or political status, disability, sexual or affectional orientation, age or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of each employee or prospective employee. The Township further agrees that it will not interfere with nor discriminate against any employee because of membership in or legitimate activities on behalf of Local 2327 nor will the Township encourage membership in any other association or union or do anything to interfere with the exclusive representation of Local 2327 as the appropriate bargaining unit.

ARTICLE IV - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether

or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as provided by law.

ARTICLE V - UNION RIGHTS

Section 1. The employer agrees to grant the necessary time off without discrimination, to any employee designated by Local 2327 to attend meetings or conventions or to serve in any capacity on other official UAW business provided 72 hours written notice is given to the employer by the UAW except with the express written approval of the Chief of Police. No more than two (2) employees shall be granted time off at one time.

Section 2. Authorized representatives of the Local 2327 shall be permitted to visit Police Headquarters or the office of Police Chief or the Office of the Director of Public Safety for the purpose of ascertaining whether or not this Agreement is being observed provided that 48 hours advance notice is given to the Chief of Police or his designated representative. This right shall be exercised reasonably.

ARTICLE VI - UNION NOTIFICATION

All employees covered herein shall receive a copy of all general orders and police regulations issued by the Chief of Police or his representative. The employee shall sign employee's receipt of these documents pertaining to dispatchers.

ARTICLE VII - WORK WEEK

A. The work week shall average 42 hours or a total of 2184 hours per year, of which 104 shall be deemed overtime at the rate of time and one half.

The Township reserves the right to change the normal work hours and days per week and to establish new work hours and work days per week up to the maximum hours permitted under the Fair Labor Standards Act. Employees shall be given as much advance notice as possible of permanent or temporary shift changes which affect them.

B. The current established working shifts are as follows:

First Shift	7:00 a.m. to 7:00 p.m.
Second Shift	7:00 p.m. to 7:00 a.m.

ARTICLE VIII - OVERTIME

Section 1. All hours worked in and for the Township in excess of the shift in effect at the time, which presently consists of 12 hours per day, shall constitute overtime which shall be compensated at the rate of time and one-half of employee's hourly rate. Overtime shall be paid based upon actual time worked in accordance with the provisions of the Fair Labor Standards Act. Nevertheless, hours absent from work due to Holidays, Vacation Leave, Sick Leave, Personal Days and Funeral Leave will be considered as time worked in computing hours for overtime credits. Time lost because of Jury Duty Service will not be considered time worked

in computing hours for overtime credits.

Section 2. Overtime shall be compensated in cash at time-and-one-half of the straight time rate.

Section 3. There shall be a minimum two (2) hour call back at time and one-half including Court time.

Section 4. In computing overtime payments the following schedule shall be utilized

0 - 15 minutes	no compensation
15 to 30 minutes	½ hour compensation
Over 31 minutes	1 hour compensation

Section 5. All overtime shall be paid within the pay period during which it is earned. For purposes of this Article, the term "pay period" shall be deemed to terminate at 12:00 p.m. on the Sunday prior to the Friday upon which paychecks are issued. In the event that overtime pay is not distributed in accordance with the terms hereof due to error of the Treasurer's Office, then a supplemental check will be issued within 48 hours of discovery of the error.

Section 6. Overtime shall be offered initially to the employees coming off shift. If none of those employees accepts the overtime, employees will be called on a rotating basis. If no employee volunteers for the overtime, an employee may be ordered in on a rotating basis.

ARTICLE IX - EMPLOYEE REPRESENTATION

Local 2327 must notify the Township as to title names of stewards and accredited representatives. No more than one (1) steward and alternate is to be designated for each station.

ARTICLE X - HOLIDAYS AND PERSONAL TIME

- A. Employees shall be compensated for fourteen (14) holidays as set forth below as specified in Paragraph "B" and "C" of this Article. In exchange for the removal of Lincoln's Birthday, employees hired prior to January 1, 2017, shall receive \$300 included into base salary effective January 1, 2017.

Holiday
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter
Memorial Day
Independence Day
Labor Day

Columbus Day
General Election
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

B. 1. Each employee who works on one of the holidays set forth in Section A above shall be compensated for that day as follows:

(a) He/she shall receive his/her regular pay for the week.

(b) He/she shall receive a premium equal to one half the straight time rate for each hour actually worked on the holiday.

(c) He/she shall receive a compensatory day off. Said day off shall be scheduled in accordance with Departmental policy and upon approval by the Chief of Police. At the option of the employee, he/she may cash out the compensatory day at the straight time rate.

B. 2. Employee not working on the holiday set forth in Paragraph A above shall be compensated for the holiday as follows:

(a) The employee shall receive his/her regular pay for the week.

(b) He/she shall receive a compensatory day off. At the option of the employer, he/she may cash out the compensatory day at the straight time rate.

B. 3. The compensatory days specified in Subparagraph 1 and 2 above may only be utilized or cashed out after they have been earned. Said holidays may be carried for a period of 365 days. Any Holiday which is not utilized or cashed out within 365 days will be lost by the employee in question.

C. In the event that a Holiday falls on a weekend, but the celebrated date specified by Federal, State or Municipal Law or Proclamation is scheduled for a Friday or Monday, each employee working on the actual Holiday shall receive premium pay as specified in Paragraph "B" above. Each employee working on the celebration day shall not be entitled to premium pay, but only to his/her regular pay.

D. Employees seeking to take off for the following holidays - New Year's, Thanksgiving Day; and Christmas Day - must submit such request by the end of January. If an employee is off for any of the holidays set forth in this paragraph, then the next senior employee shall have preference for those holidays in the subsequent year. In all other cases, seniority shall be given preference in the event of a conflict.

E. Each employee shall be entitled to THREE (3) 12-hour PERSONAL DAYS. All personal days must be used during the calendar year in which they are accrued or forfeited. If a personal day is denied due to operational requirements, that personal day may be carried over for 365 days. Personal days may be taken in accordance with Department Policy with the prior approval of the Chief of Police. The decision of the Chief of Police shall be final

and non-arbitrable under any provision of this Agreement.

ARTICLE XI - SICK LEAVE

Sick leave shall be limited to 180 hours per year and shall be cumulative for purposes of terminal leave.

A. The Director of Public Safety and Police Chief shall have the authority to investigate any pattern of chronic illness which comes to their attention.

B. Minor injury- in the event an employee sustains a minor injury while on duty, an injury not requiring medical attention, such injury must be report in writing within twenty-four (24) hours.

C. After the employee uses a cumulative of 96 hours of sick time, a doctor's note must be provided to the Chief.

D. Employees may accumulate sick leave up to \$12,000, which may be paid when the employee retires from the Township on a NJ pension.

ARTICLE XII - HEALTH INSURANCE

A. The Township shall provide medical benefits to each eligible individual employed under the terms of this Agreement, along with their enrolled eligible dependents, in accordance with the benefits provisions set forth in Exhibit 1 attached to this Agreement.

B. The parties agree that should the Township seek to change health insurance carriers, the Township will negotiate the impact, if any, of such change, pursuant to the rules under the Public Employment Relations Commission.

C. The parties recognize New Jersey State mandated contributions by public employees to health care costs. All active employees shall have deducted (pre-tax) via payroll deduction under the Federal Section 125 Plan any amount paid to the Township for their health insurance contribution pursuant to P.L. 2011, Ch. 78.

ARTICLE XIII - UNIFORMS

A. Uniforms including short sleeve shirts which are no longer usable shall be turned in to the Chief, Deputy Chief or Captain. Upon determination by the Chief, Deputy Chief or Captain that the uniform can no longer be utilized, the employees will be provided with a replacement by the Department. All equipment and clothing shall be uniform.

B. Uniform requirements allow for the operator to substitute their own pants as long as it meets the appearance of the uniform pants supplied.

C. Each employee will have a complement of the following uniform:

ITEM	QUANTITY

Shirts – winter/summer	3
Pants	3

ARTICLE XIV - UAW MEETINGS OR CONVENTIONS

A. The Union Delegate of Local 2327 shall be granted leave from duty with full pay six (6) times per year for regular meetings of the Local, and once every three years for the UAW International Convention, when such representatives are scheduled to be on duty, providing the effective Delegate gives reasonable notice to the Chief of Police so that he may secure another employee to work in the Delegate's place.

B. If the delegate attends a Union function outside the confines of Cape May County and is scheduled to work either shift, he/she shall be excused from work, for the duration of the function together with reasonable traveling time. Such exemption from duty shall occur not more than once every month.

ARTICLE XV - TIME OFF

A. Requests for Time Off

1. A window period will be provided until the end of January of each year of the Contract during which employees may submit requests for time off for vacation personal or compensatory days for the current calendar year. If any requests submitted are in conflict, seniority shall prevail.

In all other cases where a scheduling conflict arises outside the window period, preference will be given to those vacation requests which are submitted first, except that, if two or more requests are received simultaneously, seniority shall prevail. The Township reserves the right to approve time off in accordance with operational requirements; but in no case will requests for time off be unreasonably denied. Only one dispatcher on each shift would be allowed time off at any given time.

B. Bereavement Leave

1. In the event of death in the employee's immediate family, the employee shall receive 60 hours off without loss of pay, one of which must be the day of the funeral. The "immediate family" shall include spouse, child, step-child, mother, father, brother, sister or grandchild. The employee shall receive 36 hours off without loss of pay, one of which must be the day of the funeral, in the event of the death of a step-mother, step-father, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law or sister-in-law.

2. Additional bereavement leave may be granted by the Chief of Police in his sole discretion. The Chief's decision shall not be arbitral and under any arbitration provision contained in any grievance procedure in this Contract. This additional leave shall be deducted from vacation time or accumulated sick leave, or if no time is available, leave without pay if granted.

C. Holiday and Vacation Leave

1. No squad shall have more than one employee absent for vacation or Holiday leave at any one time. For good cause the Chief may, in his sole discretion, waive this prohibition. The Chief's determination with regard thereto shall not be arbitral under Step No.3 of the Grievance Procedure contained in Article XVI hereof.

2. Between May 15 and September 15, no employee may take off in excess of one (1) week in consecutive time off. This requirement shall apply to vacation leave or holiday leave. The chief may, in his sole discretion, waive the provisions of this paragraph. The determination of the Chief shall not be arbitrable under Step No. 3 of the Grievance Procedure as contained in Article XVI hereof.

D. Birthing Leave.

Any employee who gives birth or whose spouse gives birth shall be entitled to one day off without loss of pay. One day off shall be the date of birth or the day the child is discharged from the hospital or birthing facility unless a subsequent day is approved by the Chief of Police.

ARTICLE XVI - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Union. There shall be no meeting of management which results in disciplinary action unless the employee has been given the right to have a Union representative present with him/her.

B. DEFINITION

The term "Grievance" means any complaint, dispute or controversy concerning the interpretation, application or operation of this Agreement. Only one subject matter can be conferred in any one grievance and the article number must be specified on the Grievance Form.

When the grievance involves an alleged violation of rights and privileges specified in Civil Service Law and Rules for which there is specific appeal to Civil Service, this matter shall be presented to Civil Service directly.

The Employer and the Union agree in conjunction with the Grievance Procedure that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

Any grievance, dispute or complaint that might arise between parties shall be settled as set forth in the following:

EMPLOYEE GRIEVANCES

Step 1. The grievance shall be taken up with the employee's supervisor, in writing

within twelve (12) calendar days of the occurrence or within twelve (12) calendar days, after he would reasonably be expected to know of its occurrence. Failure to act within said twelve (12) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the supervisor shall than attempt to adjust the matter and shall respond within twelve (12) calendar days following the determination of Step 1. The Department Head shall meet with the Union and/or employee and respond in writing within twelve (12) calendar days, after the receipt of the grievance.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union and the employee to the Director of Public Safety in writing within twelve (12) calendar days, after the response from the Department Head is due. A hearing may be requested before the Director of Public Safety.

The Director of Public Safety will render its decision within twelve (12) calendar days. Failure of the Public Safety Director to render his decision within the twelve (12) days shall be deemed denial of the grievance.

The Union shall have 30 days after this period to submit the grievance to the Public Employment Relations Commission to be handled in the accordance with the normal Rules and Regulations of the Public Employment Relations Commission. The decision on the Arbitrator shall be non-binding and shall be advisory only.

ARTICLE XVII - VACATION

A. Annual vacation leave with pay for the first year shall be earned at the rate of one working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

After the first year:

2 nd - 5 th year	112 hours
6 th - 10 th year	136 hours
11 th - 15 th year	160 hours
16 th - 20 th year	200 hours
21 st year & thereafter	240 hours

B. The same provisions outlined in Article XXI, Paragraph A shall apply for the purpose of determining vacation benefits.

C. If an employee is hired prior to July 1, of any calendar year the following January 1, shall be deemed to constitute his/her second year for vacation purposes. If an employee is hired subsequent to June 30, then for vacation purposes his/her second year will be deemed to commence on January 1 of the calendar year commencing two (2) years after his/her date of hire.

D. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE XVIII - BULLETIN BOARDS

A. The Union shall be permitted to install, at its own expense, a bulletin board no greater than 2' x 3' in the Township Police Communication Center to be utilized for the posting of notices concerning Local 2327 business and activities.

B. All such notices shall be signed by the President or by other authorized officials of the Local.

ARTICLE XIX - PROBATIONARY PERIOD

New employees shall serve a probationary period in accordance with Department of Personnel Rule and Regulations.

ARTICLE XX - MISCELLANEOUS PROVISIONS

A. All members shall be compensated for attending school, sanctioned by the Director of Public Safety. Opportunities to attend school shall be posted and employees shall be chosen by ability and seniority. Employees attending school, in addition to all other compensation, shall be compensated for meals and lodging at present amounts. Whenever an employee covered herein attends a related school or college course, the Township shall provide said employee with the necessary gas and oil for the employee's personal vehicle, in the sole discretion of the Township. School must be first approved by the Director of Public Safety.

B. The Township will endeavor to provide liability training once a year and stress management for operators when available.

C. Temporary shift exchanging between two operators will be allowed up to an hour before the intended switch as long as a special request form is signed by both operators involved, provided that no cost to the Township is involved.

D. Days off are not to be changed when it involves overtime.

E. If the personal belongings of any employee are damaged in the line of duty, the Township will repair or at the Township's sole option, replace same, provided that said personal belongings were not damaged because of the negligence of the employee and provided further that it is reasonable that the said personal belongings should have been present at the scene of the damage.

F. In the event that an Employee's pay is not distributed correctly, due to an error of the

Treasurer's Office, upon discovery, the error shall be corrected and a supplemental check issued within forty-eight (48) hours.

G. Each employee employed as of January 1, 1996 who has attained 911 certification shall receive an increase in base salary equal to one (1) percent of his/her 1995 base pay. Thereafter, all new hires shall be required to have 911 Certification before they can be made permanent.

ARTICLE XXI - SALARIES

A. Effective and retroactive to January 1, 2016, all employees shall receive a two percent (2%) increase to base salary. Effective January 1, 2017, all employees shall receive a two percent (2%) increase to base salary. Effective January 1, 2018, all employees shall receive a two percent (2%) increase to base salary. The starting salary for dispatchers covered by this Agreement shall be \$26,000.00. Following successful completion of a ninety (90) day orientation period the new hire shall move to Step 1 on the Salary Guide (28,500.00). For the term of this Agreement salary increases shall be based on the percentage increase herein and the Appendix A "Salary Guide" shall be suspended and all employees shall be frozen on their current steps. See attached Salary Guide.

B. As of the 2007-2009 Contract no employee shall be entitled to any form of longevity pay, any reference to the contrary in any Contract subsequent to the 2007-2009 Contract shall be of no force and effect.

C. At the Chief's discretion, dispatchers may be assigned as "Supervising Dispatcher" for particular shifts and will receive an annual payment of \$2,000.00 to compensate for service in this position. The payment will be made upon appointment and will not be retroactive. In the event an employee is removed from the assignment by the Chief or his designee, the annual payment shall be pro-rated accordingly.

D. The determination of whether a dispatcher is "on-call" and subject to compensation shall be determined on a case by case basis by the Chief of Police in consultation with the U.S. Department of Labor, Wage and Hour guideline and the Fair Labor Standards Act.

ARTICLE XXII - MANAGEMENT RIGHTS

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

1. To the executive, management and administrative control of the Township government and its properties and facilities and to determine the methods of operation to be offered to its employees and to direct the on-the-job activities of its employees;

2. To determine file standards of selection of employment and to hire all employees and subject to file provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
4. To relieve employees from duty because of lack of work, lack of funding, or cause provided by State statute or regulation;
5. To maintain the efficiency of its operations;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments subject to the terms and conditions of this Agreement;
9. To exercise complete control and discretion over the organization and the technology of performing its work.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States. The Union recognizes that the Township of Middle Township has updated the Personnel Policies and Procedures Manual by Resolution number 197-13 dated April 1, 2013. Unless otherwise stated in the Contract, the Union accepts and recognizes the Personnel Policies and Procedures Manual as binding.

ARTICLE XXIII - BILL OF RIGHTS

Section 1. The wide ranging duties given to this Department and its members involve them in all manners of contacts and relationship with the public.

Out of these contacts may come questions concerning the actions of the members of the Communications Division. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

Section 2.

A. The interrogation of a member of the Communications Divisions shall be at a reasonable hour, preferably when the member of the Division is on duty unless inappropriate

and to be conducted in privacy, not at their work station.

B. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities means, telephone calls, and rest periods as are reasonable necessary.

C. The member of the Communications Division shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his/her acts.

D. If a member of the Communications Division is under arrest or likely to be, that is, if he/she is suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United States Supreme Court.

E. If a member, as a result of an investigation is being charged with a violation of the rules and regulations, he/she shall be afforded an opportunity to consult with Council or Union representatives before any further interrogation.

Section 3. An employee may see his/her personnel file upon request with reasonable notice to the Chief of Police. If an employee wishes to answer or supplement any material found in his/her personal file, he/she may do so and his/her written statement shall become part of the personnel file. The Chief of Police may disclose any employee's file to any third party provided he/she receives written permission thereof from the said employee.

Section 4. The Township will notify the Union steward immediately of any discharge or suspension pending.

Section 5. No hearing will take place without the Union Steward being first-notified and the employee must be given sufficient time to receive Counsel no less than five (5) days excluding weekends and holidays.

ARTICLE XXIV – DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from salaries of its employees subject to this Agreement dues for Local 2327 UA W. In addition pursuant to Assembly Bill No. 688, enacted into law on or about February 29, 1980, the Township agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the of the regular membership dues, fees and assessments paid by members of Local 2327 UAW less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Union. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967, N.J.S.A. (R.S. 52:14- 15.9 (e) shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township, written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the Township Treasurer. The Union shall indemnify, defend and save the Township harmless against any and 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 salary deduction authorization cards submitted by the Union to the Township.

ARTICLE XXV - TERM AND RENEWAL

This Agreement shall remain in full force and effect retroactive from January 1, 2016 through December 31, 2018 without any reopening date. In the event that a new contract is not agreed upon by December 31, 2018, the present contract shall remain in full force and effect.

APPENDIX A

**Township of Middle
Salary Guide
Telecommunication Operators**

Current Employees - Salary Grid 2016-2018

	2016	2017	2018
Graham, Jennifer	53,074	54,435	55,524
Woodrow, Keith	40,784	41,900	42,738
Mulligan, William	38,549	39,620	40,412
Eagan, Robert	38,549	39,620	40,412
Gaskill, Dustin	36,650	37,683	38,437
Farina, Ted	33,575	34,547	35,237
Atkinson, David	30,007	30,907	31,525
Mitchell, Brandon	29,070	29,951	30,550
Lindholm, Kyle	29,070	29,951	30,550
New Hires (post 90)	28,500	28,500	28,500

Supervisor Title shall receive an additional \$2,000 stipend for the contracted years 2016 - 2018.

□

Township of Middle

UAW Plan Options

Effective: 2/20/2014

Benefits	PPO Core A MEDICAL & PRESCRIPTION Medical: AmeriHealth Prescription: BeneCard	OptiMed Gap Plan \$2,000/\$1,000 Max. Benefit Amount: \$1,000 for Out-Patient Services (2 x's family) / \$2,000 for In-Patient Services Per Person
Medical Plan Description:	AmeriHealth PPO \$25/\$40	Gap Plan
Benefit Period	Calendar Year	Calendar Year
In-Network Deductible	\$1,000 Single / \$2,000 Family (1)	\$2,000 In-Patient Per Person
In-Network Payment Limit	\$2,000 Single / \$4,000 Family (2)	\$1,000 Out-Patient (x's 2 family members)
In-Network Primary Care / Referrals Required	Not required	N/A
In-Network Physician Office Copay	\$25 PCP / \$40 Specialist	Not Covered
In-Network Lab & Radiology	\$40 copay	Covered up to \$1,000 if billed as Facility
In-Network Inpatient Hospital	\$200 copay per day; up to \$1,000 max. per admission	Covered up to \$2,000 In-Patient Per Person
In-Network Out-Patient Hospital/Surgery	Covered 80% after Deductible	Covered up to \$1,000 pp x's 2 family members
Emergency Room	\$100 copay, then covered 80%	Covered up to \$1,000 for Sickness/\$2,000 for Injury
Ambulance	Covered 80% after Deductible	Covered up to \$1,000 (2 x's family)
Durable Medical Equipment	Covered 80% after Deductible	Not Covered
In-Network Out-Patient Therapy/Short Term	\$40 copay (60 visits per condition)	Not Covered
In-Network Chiropractic Care	\$40 copay, 30 visits per year	Not Covered
In-Network Out Patient Mental Illness/Substance Abuse	Covered same as any other illness; Benefit depends on place of service	Not Covered
Urgent Care	\$40 copay (Urgent Care Only)	Covered same as Emergency (see above)
Out-of-Network Deductible	\$2,500 Single / \$5,000 Family	Reimbursed same as In-network
Out-of-Network Coinsurance	60%	Same as in-network
Out-of-Network Payment Limit	\$5,000 Single / \$10,000 Family	Same as in-network
Prescription Plan Description:	BeneCard	Prescription Drug
Mandatory Generic	Required	Not Covered
Mandatory Mail for Maintenance & Specialty	Required	Not Covered
Rx Copay (Retail per 30 day supply)	\$10 Generic / \$20 Preferred / \$35 Non-Preferred	Not Covered
Rx Copay (Mail Order up to 90 day supply)	\$10 Generic / \$20 Preferred / \$35 Non-Preferred	Not Covered

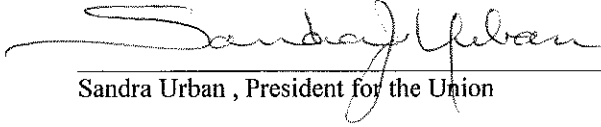
(1) Also applies to Durable Medical Equipment / Orthotics

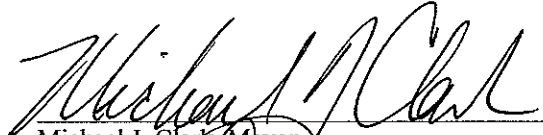
(2) Only applies to Deductible and Coinsurance

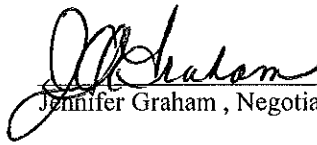
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in the Township of Middle, New Jersey on this day of 2016.

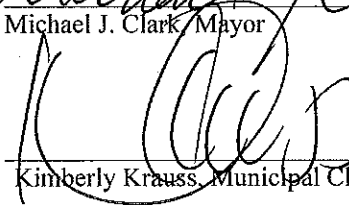
AMALGAMATED LOCAL 2327 UAW

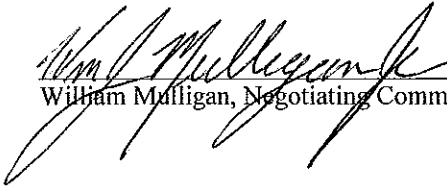
TOWNSHIP OF MIDDLE
COUNTY OF CAPE MAY
STATE OF NEW JERSEY


Sandra Urban, President for the Union


Michael J. Clark, Mayor


Jennifer Graham, Negotiating Committee


Kimberly Krauss, Municipal Clerk


William Mulligan, Negotiating Committee