

MEMORANDUM OF AGREEMENT

TOWNSHIP OF OLD BRIDGE

AND

OLD BRIDGE DISPATCHERS UNION IFPTE LOCAL 196

The negotiation committees of the Township of Old Bridge and the Old Bridge Dispatchers Union IFPTE Local 196 agree to the terms of this Memorandum of Agreement as set forth below:

1. ARTICLE IV - GRIEVANCE PROCEDURE (TA 12/5/17)

a. Section C. Procedure:

- (1). Revise Level One to read as:

An employee with a grievance should first discuss it with the Chief of Police, either directly or through a shop steward, with the objective of resolving the matter informally. The aggrieved will have fifteen (15) calendar days to file a grievance at Level One after a situation arises or after he first learns of it or reasonably should have learned of it. Failure to act within the said fifteen (15) calendar days shall be considered to be an abandonment of the right to initiate the grievance. Time periods may be extended with mutual consent between the parties.

- (2). Delete in its entirety Section C, Subsection 2 (Level Two).

- (3). Renumber the remaining subsections of Section C.

- (4). Any references to "days" and/or "working days" shall be revised and replaced with "calendar days".

b. Section D. Miscellaneous:

- (1). Delete in its entirety Section D, Subsection 2.

- (2). Delete in its entirety Section D, Subsection 5.

- (3). Renumber the remaining subsections of Section D.

2. ARTICLE VI - HEALTH INSURANCE (TA 12/5/17)

a. Section B, Subsection 1- Health insurance modifications as follows:

- Effective January 1, 2018 or when all of the Township's bargaining units successor collective negotiations terms and conditions are ratified, whichever is later, Brand Name Prescription Co-Pay shall increase to \$25.00.

b. Add the following language to Section A, Subsection 1:

Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV rates set forth in Chapter 78. P.L. 2011.

c. All employees hired on or after January 1, 2018 shall be afforded retiree health benefits until the employee and spouse become Medicare eligible. All employees hired on or after January 1, 2018, upon the employee and spouse becoming Medicare eligible, the Township of Old Bridge shall no longer provide retiree health benefits (neither primary and/or secondary health benefits).

3. ARTICLE VII – HOURS OF WORK AND OVERTIME (TA 12/5/17)

a. Delete Section E in its entirety and replace with the following –

An overtime schedule will be maintained by the communication officer to fill vacancies created by vacations, illnesses, and/or resignations. Overtime shall be offered on a rotating basis to full-time and two (2) part-time dispatchers.

On emergency call-outs, if no full or part-time dispatcher volunteers to work to cover the call out, the Township shall have the right to call a per diem dispatcher to work. A per diem dispatcher shall not be called until after all full time and part time dispatchers have been called. Thereafter, the Township is afforded the right to call in an on-duty police officer if staffing levels of the police department permit. If no minimum manning is available for police, a full time or part time dispatcher will be forced.

b. Delete Section F (e) in its entirety and replace with the following –

An overtime schedule will be maintained by the communication officer to fill vacancies created by vacations, illnesses, and/or resignations. Overtime shall be offered on a rotating basis to both full-time and part-time dispatchers. Two (2) part-time dispatchers will be included in this rotation list.

c. New Section G- CTO Dispatchers will be afforded a total of one (1) hour of compensatory time for each full day of training for a full or part-time dispatcher for the first thirty (30) days. A total of twenty (20) compensatory hours is the maximum amount of comp time earned by the entire group of CTO Dispatchers. No compensatory time will be afforded for the training period of a per diem.

d. Section F: Increase \$1200 to \$3000.

4. ARTICLE IX - SICK LEAVE (TA 12/5/17)

a. Add the following language to Section B: All employees hired on or after January 1, 2018 shall only be afforded a total of thirteen (13) sick days. Of these thirteen (13) sick days, two (2) sick days may be designated by the employee as personal days.

b. Add the following language to Section F:

All employees hired on or after May 21, 2010 shall not be afforded payment and/or compensation for unused sick leave during the calendar year pursuant to N.J.S.A. 40A:9-10.4. Payment for accumulated sick leave shall be known as supplemental compensation. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement in compliance with New Jersey state law (N.J.S.A. 40A:9-10.4). Additionally, employees shall not be afforded supplemental compensation upon layoff, resignation and/or termination in compliance with New Jersey state law (N.J.S.A. 40A:9-10.4).

5. ARTICLE XIV – SALARY AND LONGEVITY (TA 12/5/17)

a. Salary increases as follows:

2016: 2% Retroactive to January 1, 2016
2017: 2% Retroactive to January 1, 2017
2018: 2% Retroactive to January 1, 2018
2019: 2%
2020: 2%

b. Add the following language to Subsection B: Any employee hired on or after January 1, 2018 shall not be afforded longevity.

6. ARTICLE XVI – VACATION (TA 12/5/17)

a. Modify current employee's vacation schedule as follows:

New Subsection a:

(1). Starting Dispatchers shall receive one (1) working day vacation per month during his first year of employment to a maximum of ten (10).

(2). Each Dispatcher, during his second and third year of employment shall receive thirteen (13) working days' vacation.

(3). During the fourth and fifth year, all Dispatchers shall receive fifteen (15) days' vacation. Starting sixth year, seventeen (17) days. After ten years, twenty-one (21) days.

(4).

a. (For Employees hired on or after January 1, 2018) All dispatchers shall be allowed to carry over vacation time into the new year, with a maximum of ten (10) vacation days. However, five (5) days of the carry over vacation time must be used by June 30 of the following year or it is forfeited and lost.

b. (For Employees hired prior to January 1, 2018) Employees shall be permitted to carry over ten (10) vacation days into the new year provided that the request to carry over is submitted by October 1st of that current year, subject to the approval of the Business Administrator with notice to the Chief of Police.

(5). An employee shall cease to receive additional vacation time until that employee returns to work from a leave due to reasons of illness or a non-work related disability.

b. Add a new Subsection b: All vacation time shall be prorated during the last year of employment for all employees hired on or after January 1, 2018.

c. Add a new vacation schedule to the new Subsection b: All employees hired on or after January 1, 2018:

Years of Service	Vacation Days
1 st Year of Employment	One (1) vacation day per month during the first year of employment. Maximum five (5) vacation days.
2 nd – 5 th Year of Employment	Ten (10) vacation days.
6 th – 10 th Year of Employment	Thirteen (13) vacation days.
11 th and thereafter	Fifteen (15) vacation days.

*All dispatchers shall be allowed to carry over vacation time into the new year, with a maximum of ten (10) vacation days. However, the carry over vacation time must be used by June 30 of the following year or it is forfeited and lost. An employee shall cease to receive additional vacation time until that employee returns to work from a leave due to reasons of illness or a non-work related disability.

7. ARTICLE XXI – PART TIME DISPATCHERS (TA 12/5/17)

a. First paragraph of Article XXI, Second Sentence to be revised as follows:

The Township reserves the right to utilize part-time dispatchers to work when vacancies are created by vacation, holidays, sickness, illness and/or resignations. Two (2) part-time dispatchers shall be included in the overtime rotation (schedule and unscheduled) list set forth in Article VII, Hours of Work and Overtime. Part time dispatchers shall not be used to replace full time dispatchers or be used in a way that results in the loss of regular employment for full time employees. A per diem dispatcher will be used only for emergency call outs and only after all regular full and part time dispatchers have been called. (See Article VII, Section E).

8. ARTICLE XXV – DURATION OF AGREEMENT (TA 12/5/17)

The term of the agreement shall be from January 1, 2016 through December 31, 2020.

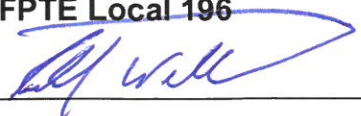
9. The parties acknowledge that the terms and conditions are subject to ratification by both parties.

10. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

11. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.


In witness whereof, this Memorandum of Agreement is executed on April ____, 2018.

**Old Bridge Dispatchers Union
IFPTE Local 196**





Township of Old Bridge



5/7/18
