

**AGREEMENT  
BETWEEN  
THE TOWNSHIP OF OLD BRIDGE  
AND  
AFSCME LOCAL 3231-2**

January 1, 2021 through December 31, 2024

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**PREAMBLE**

This Agreement is made by and between the Township of Old Bridge, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township"), and AFSCME Local 231-2 Old Bridge Municipal Employees Supervisors Union (hereinafter known as the "Union").

WHEREAS, the Township and the Union recognizes that it will be for the benefit of both to promote mutual understanding and foster harmonious relationship between the parties to the end that continuous and efficient services will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**  
**RECOGNITION**

The Township hereby recognizes AFSCME Local 3231-2 as the sole and exclusive representative of all eligible municipal supervisors within the municipality working in the Public Works and Parks and Recreation Departments.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employer-Employee Relations Law 1974, and any subsequent changes in the law governing public employees of the State of New Jersey in a good faith effort to reach agreement. Such negotiation shall begin not later than September 15<sup>th</sup> of each calendar year.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiations representatives will be submitted to the Township Council and members of AFSCME Local 3231-2 for ratification, decision, or vote. Any agreement of the parties shall be reduced to writing and shall become contractual Agreement.

C. Negotiations will be held at times and locations convenient to both parties.

D. The employer shall not make changes unilaterally in any terms and conditions of employment as are bargainable under Chapter 123, Public Employer-Employee Relations Law of 1974 and case law following.

**ARTICLE III**  
**EMPLOYEE RIGHTS**

A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Township hereby agrees that all employees shall have the right freely to organize, to join and support the Union and any affiliates, for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under code of law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Union, his participation in any lawful activities of the Union, collective negotiations with the Township, or the institution-of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as long as this Article doesn't infringe on managerial rights.

B. No employee shall be reduced in job status or compensation, or deprived of any other employee benefit without just cause.

C. The Township and the Union agree that there shall be no discrimination, and that all practices, procedures, and policies of the Township shall not discriminate in the hiring training, assignment, promotion, or discipline of employees, or in the administration of this Agreement on the basis of race, creed, color, religion, sex, age, national origin, marital status or political affiliation.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

A. DEFINITION

A "grievance" shall be defined as a complaint about the interpretation, application, or alleged violation of policies, agreements or administrative decisions affecting any employee or group of employees.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of employees.

C. PROCEDURE

1. Level One

An employee with a grievance shall set forth in writing their grievance and it shall be filed with their Department Head, either directly or through a shop steward, with the objective of resolving the matter. 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. The Department Head and/or his designee shall respond in writing stating the answer to the grievance(s) in ten (10) calendar days from receipt of the grievance.

2. Level Two

Should no acceptable agreement be reached within five (5) working days of submission to the Department Head, the grievance shall be submitted to the Business Administrator or his/her designee (said designee shall have full power and authority to remedy said grievance). A meeting shall be conducted between the Business Administrator or his/her designee and the Union within ten (10) working days of the receipt of the grievance. The Business Administrator or designee shall respond in writing stating the answer to the grievance(s), along with findings and reasons, ten (10) working days following the conclusion of said hearing.

3. Level Three  
Should no satisfactory decision be reached at Level three (3), or should no response be received within the specified ten (10) working days, the Union may submit the grievance to arbitration. Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employment Relations Commission (PERC). Both parties agree to the grievance arbitration and, furthermore, both parties agree that the decision of the arbitrator shall be final and binding upon all parties. The cost of such arbitration, transcripts, and related expenses, exclusive of Union and Township counsel and or consultants, shall be borne equally by the parties. The arbitrator shall not change, limit, or modify this Agreement in whole or in part.

D. MISCELLANEOUS

1. All grievances filed must show the signature of the Union's designated Grievance Chairperson or President except where the grievant is representing himself.
2. All hearings and meetings in this procedure shall be confidential and not conducted in public.
3. Any aggrieved person may be represented at all Levels of the Grievance Procedure by himself, or by a representative approved by the Union. Copies of any unofficial grievance submitted by an individual shall be forwarded by the Employer to the Union. When a grievant is not represented by the Union, the Union shall be present to offer its position and safeguard the integrity of the contract on all Levels of the Procedure. It shall be the responsibility of the Employer to inform the Union, in writing, in the event a grievance is filed by an individual acting without Union representation. This Agreement in no way limits the right of an individual to confer with his Employer on any matter of mutual concern. No such problem shall be remedied in such a manner as to conflict with or modify any provision of this Agreement.
4. Grievance hearings will be held at times and locations convenient to both parties and if held during work hours, the employee shall suffer no loss of pay.



5. All reference to "days" herein shall mean working days unless otherwise noted.

**ARTICLE V**  
**UNION RIGHTS**

A. UNION DUES DEDUCTION

1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME Council 73. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52:14-15.9 (E), as amended. Paid money, along with any records of corrections, shall be transmitted to the Union official so designated as Secretary or Treasurer after each pay period.
2. The number of annual dues shall be certified each year in the month of January with the appropriate Township office. The Township agrees to adjust the number of dues deducted from each employee, commencing with the January pay period, at the newly certified rate.
3. The Township shall be provided with the appropriate dues deduction authorization form by the Union. The Township further agrees to honor any new employee, and/or any new member upon notice as the occasion may occur. Membership lists will also be provided by management in accordance with N.J.S.A. 34:23A-5.13.

B. The Union shall have reasonable use of the bulletin board located in the Employee Lounge Area.

C. The Union President shall have the option of being accompanied by an individual when asked to meet with the employer on Union business as long as work load will be covered without additional compensation. Such meetings to be held at times convenient to both parties.

**ARTICLE VI**  
**HEALTH INSURANCE**

A. All employees, eligible spouses and children shall receive health and prescription benefits under the Advantage Modified EPO Plan. Prescription co-pays shall be as follows:

\$5.00 Generic  
\$25.00 Brand Name  
\$40.00 Non-Preferred Brand  
Mail Order-90-day supply = 1 x above noted co-pays

\* 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. The parties acknowledge that health benefit contributions remain negotiable in future collective negotiations.

B. Dental shall be as follows:

The Township offers two (2) Dental Plans: Dental Options (DOP) which covers eighty (80%) of covered services with an annual maximum of two thousand five hundred dollars (\$2500) for regular coverage and three thousand (\$3000) life maximum for Orthodontia and offer an out-of-network option. Annual deductible is \$25 per person or \$75 per family to be borne by employee. Dental Choice (DOC) offers no out-of-pocket costs to employees for certain covered services and covers 50% of treatment plan cost for certain covered services including Orthodontia. No annual deductible is required.

C. All employees, their spouse and children shall be covered with a Vision Plan which shall provide for a \$200.00 per family member per year benefit.

D. Effective January 1, 2008, the first sixty (60) calendar days of absence as a result of a non-job related injury shall be borne by the employee. The employee must utilize accumulated paid leave to cover those first sixty (60) calendar days (i.e. sick, vacation, floating holiday, etc.) The next thirty (30) calendar days are picked up by the employer at two-thirds (2/3) the employee's current rate of pay, less an additional monies received from Township paid benefits or outside work. Employees are required to provide verification from a health care provider for all leave provided for in this section. The Township may at any time require an employee submit to a fitness for duty exam by a Township appointed physician for leave provided for in this section. At the end of one (1) year from the date of the non job related injury was incurred, the above payments, health benefits, and employment shall terminate. All benefits contained in this sub-section shall run concurrent with leave pursuant to the Family and Medical Leave Act.

1. Employees hired after May 1, 2006, shall not be eligible for two-thirds (2/3) intermediate benefits outlined above in sub-paragraph E above.

E. Each employee shall receive a yearly highlight sheet of all Health/Medical benefits and the Union shall be given a complete copy of the master policy of all Health/Medical plans.

F. Upon retirement, all employees hired prior to January 1, 2018, who have completed twenty-five (25) years of employment with the Township shall have the option of retaining all of the Health/Medical insurance benefits as provided in, Section A, excluding long term disability, with one hundred percent (100%) of the appropriate premium paid for by the Township. It is understood and agreed that retirees shall be required to contribute toward the cost of coverage in accordance with and as required by the Laws of New Jersey, 2011, Chapter 78. Retiree medical coverage becomes secondary upon receipt of Medicare by qualifying employees. Upon retirement, all retirees shall sign a Coordination of Health Benefits Agreement. In the event that the retiree becomes re-employed in any capacity, where such employer provides health benefits for which the retiree is eligible, and the retiree is not required to contribute to the cost of those benefits, said reemployed retiree shall be required to obtain such coverage as their primary insurance. The Township shall maintain the coverage outlined in this Article as a secondary insured. Any retiree found in violation of this section shall be liable for all medical expenses incurred during such time of violation.

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).

G. The present practice regarding insurance for retirees shall continue. In the event the Township's insurance program is modified, the same modification shall apply to all eligible participating retirees.

H. All employees shall sign a Coordination of Health Benefits Agreement and update said agreement information each year. In the event that the employee's spouse is employed, or becomes employed, and where such employer provides health benefits for which the spouse is or becomes eligible, and the spouse is not required to contribute to the premiums of those benefits, said spouse shall be required to obtain such coverage as their primary health insurance. Dependents shall be primary on the plan whose birth date of the employee, or the spouse comes first in the calendar year. The Township shall maintain coverage provided in the section as a secondary insured. Any employee found

in violation of this section shall be liable for all medical expenses incurred during such time of violation.

I. Employees injured on the job shall continue to receive full salary and health/medical benefits as provided by this Agreement, less any worker's compensation benefits received, for a maximum period of one (1) year. After six (6) months of workers compensation, at the township's discretion, the employee may be examined by a doctor of the township's choosing to determine if the employee will be asked to return to 'light duty'. If there is light duty available, and it is approved by the township doctor, employee will return to work after six months. If township doctor does not approve light duty or if the light duty work is not available, the employee may receive an additional six months of workers compensation.

**ARTICLE VII**  
**SENIORITY**

A. RIGHTS OF SENIORITY

For the purpose of this Agreement seniority represents in the highest degree, the right to work, and by seniority the oldest man in point of service, ability and fitness for the job being sufficient, and is the last laid off, proceeding so on down the line to the youngest in point of service.

B. ACCRUEMENT

It is understood that any time served as employee while under a CETA grant shall count toward the accrument of seniority and all benefits if State statutes allow for the same.

C. Any employee who is terminated by the Township through lay-off, or any other means, and is thereafter, within two (2) years hired by the Township or under any Federal or State grant program such as CETA, and subsequently, is rehired by the Town and returned to the regular Town payroll, shall be considered a continuous employee and shall be credited for such time spent working for the employer under the externally funded program, without loss of longevity, seniority, vacation, sick time, or other benefits, except those compensated for at the time of termination.

**ARTICLE VIII**  
**NO STRIKE PLEDGE**

A. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Union covenants and agrees that during the term of this Agreement that neither the Union or any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in, (i.e., concerted failure to report for duty, or willful absence of an employee from his position or stoppage of work or abstinence in whole or in part, from the full and proper performance of the employee's duties of employment) work stoppage, slow-down or walkout against the Township.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or such other steps as may be necessary under the circumstances, and to bring about compliance with its orders.

D. In the event of a strike, slow-down or walkout, it is covenanted and agreed that participation in any such activity by Union members shall entitle the Township to take appropriate disciplinary action, including, but not limited to, discharge in accordance with applicable law.

E. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to in law or in equity for injunction or damages, or both, in the event of such a breach by the Union or its members, except that, having met the expressed requirements of this Article, the Union shall in no way be held liable for any individual or concerted action taken by members of the bargaining unit.

**ARTICLE IX**  
**SICK LEAVE**

A. Sick leave is to be considered an insurance type benefit, to be used when needed due to personal illness or physical incapacity. Sick leave may be used for illness in an employee's immediate family, requiring the employee's attention. Immediate family is defined as: mother, father, grandparents, husband, wife, civil union partner, son, daughter, stepchild, or other blood relative residing in the employee's household.

B. All employees hired prior to January 1, 2018, shall be allowed fifteen (15) sick days per year. Of these fifteen sick days, four (4) may be designated by the employee as personal days. Any of the four personal days not taken by the employee by the end of each calendar year shall be accrued as sick time and carried as part of the employee's sick time bank.

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.

C. Employees hired after July 1, 1982, shall be paid for up to a maximum of one hundred (100) days accrued sick time. However, in no event shall said payment exceed fifteen thousand (\$15,000.00) dollars. Any employee who has more than fifteen thousand (\$15,000.00) dollars of accrued sick time on July 1, 1993, shall be "grandfathered" and the amount in effect on that date shall become the employee's cap.

D. Employees hired after July 1, 1993, shall be paid for up to a maximum of fifty (50) days accrued sick time. However, in no event shall said payment exceed seven thousand five hundred (\$7,500.00) dollars.

E. Except as might be limited by Section B, C and D of this Article, all unused sick days shall be accruable and shall be paid upon retirement, lay-off or resigned in response to disability (employees hired on or after May 21, 2010 not eligible), to the maximums stated herein. All unused sick days, up to the maximum number applicable accrued sick time, shall be paid to the employee's beneficiary upon the death of the employee in accordance with Sections B, C, D and E above (employees hired on or after May 21, 2010 not eligible). Upon resignation, the employee shall be paid fifty percent (50%) of his/her accumulated sick days in accordance with Sections B, C, D, and E not to exceed 50% of the caps set forth in Sections B, C, D & E. This Article in no way shall limit the total number of days accruable for use by the employee as sick leave.



F. Upon reaching thirty (30) days of continuous absence from work for reason of illness or a non-work-related disability, an employee shall cease to accrue sick time until returning to work on a regular basis.

G. Any employee who is entitled to sick time and is sick for more than three (3) consecutive days shall be required to furnish the Human Resources Department with a doctor's certificate stating the nature of his illness and the expected date of their return to work.

H. All sick time shall be prorated during the first and last years of employment.

I. 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).

**ARTICLE X**  
**BEREAVEMENT LEAVE**

A. Five (5) working days bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's immediate family. The five (5) days shall be work days. The immediate family shall be defined as father, mother, stepfather, stepmother, brother, sister, stepbrother, stepsister, grandfather, grandmother, spouse, civil union partner, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, mother-in-law, sister-in-law, spouse's grandparents, or any other relative within the household of the employee.

B. One (1) day bereavement leave shall be granted in the event of the death of a relative or spouse's relative outside the immediate family as defined above. Sick leave may be used if additional time is required. A relative outside the immediate family is defined as: aunt, uncle, niece, and nephew. One (1) day leave shall be granted in the event of a death of the employee's first cousin. Such leave shall be granted up to and including the date of the funeral service. The employee's normally scheduled day off shall be included as bereavement leave in the event of a death of a relative outside the immediate family. Vacation time shall not be included as an off day and any bereavement leave shall begin within two (2) weeks of the death of the person.

**ARTICLE XI**  
**HOLIDAYS**

Twelve (12) plus two (2) floating = fourteen (14) days

- |                                |                           |
|--------------------------------|---------------------------|
| 1. New Year's Day              | 2. Martin Luther King Day |
| 3. Lincoln's Birthday          | 4. President's Day        |
| 5. Good Friday                 | 6. Memorial Day           |
| 7. Independence Day            | 8. Labor Day              |
| 9. Veteran's Day               | 10. Thanksgiving Day      |
| 11. Day after Thanksgiving Day | 12. Christmas Day         |

Only swap "Lincoln's Birthday" for the "Day after Christmas" off **IF ALL** the other unions agree.

Any employee working a scheduled holiday shall be paid at a rate of double time and one-half.

**ARTICLE XII**  
**CLOTHING ALLOWANCE**

Each employee shall receive a clothing maintenance allowance of \$1,250. Such allowance shall be paid during the first pay period in November. Effective January 1, 2024 the clothing allowance shall be increased by \$100, making the clothing maintenance allowance \$1,350.

**TOOL ALLOWANCE:**

DPW Vehicle maintenance foreman shall receive \$250.00 yearly.

**ARTICLE XIII**  
**OPERATIONAL SAFETY**

No employee shall be required to operate a vehicle or piece of equipment which is deemed to be unsafe. Vehicles will comply with appropriate N.J. of Motor Vehicles codes and equipment and will comply with appropriate OSHA regulations.

**ARTICLE XIV**  
**WORK SCHEDULES AND HOURS OF WORK AND OVERTIME**

A. Public Works and Parks and Recreation Departments Supervisors

1. Employees shall work an eight (8) hour day. They shall receive one and one-half (1 ½) times their regular rate of pay for all work performed over forty (40) paid hours.
2. Employees shall work a forty (40) hour week, excluding Saturday and Sunday. Employees shall receive one and one-half (1 ½) times their regular rate of pay for all work performed on a Saturday and one and one-half (1 ½) times their regular rate of pay for all work performed on Sunday.
3. Prospectively, all employees will either be paid or use their compensatory time within the Township's fiscal year in which the compensatory time is earned. In the event said compensatory time is not used in the fiscal year earned it will be paid for at the collective bargaining agreement rate in affect at the time the compensatory time is earned.

B. Miscellaneous

1. Any employee who is called to work during their non-scheduled time shall receive a minimum of three (3) hours pay at time and one-half if starting their call-in assignment before 11:00 p.m. and a minimum of three (3) hours pay at time and one-half if starting their call-in assignment after 11:00 p.m. Employees called in to work on any of the holidays specified in this Agreement or on nonscheduled time on a Saturday or Sunday, shall receive a minimum of three (3) hours pay at time and one half.
2. Said call-in overtime shall be offered on a rotating basis, according to posted seniority list within each department. In emergency situations management reserves the right to call the closest available departmental employee. A refused call will place the employee's name on the bottom of the list. An employee that accepts an overtime assignment must perform the assignment he accepts or be immediately sent home, in which event, Paragraph 1 of this Article will not apply.

**ARTICLE XV**  
**LONGEVITY**

A. All employees hired before January 1, 1994, shall receive longevity payment on the following basis:

1. 5 years service	2.5%
2. 10 years service	5%
3. 15 years service	7.5%
4. 20 years service	10%
5. 25 years service	12.5%
6. 30 years service	15%

B. Consecutive years in service shall be computed from the date of initial full-time employment by the Township, except where service was interrupted. In such cases, consecutive years service shall be computed as follows:

1. Resignation and subsequent rehiring-if a person resigns and is rehired within one (1) year of his resignation, he shall be allowed to work five (5) consecutive years and then have his time bridged back to his original hiring date and all benefits and longevity pay shall be forthcoming.
2. Military Service-employment shall be considered as uninterrupted in accordance with the law.
3. Disciplinary action-no credit shall be allowed for the amount of time lost due to a disciplinary action.

C. Longevity shall be paid on a biweekly basis as part of the regular pay.

**ARTICLE XVI**  
**VACATION**

Each full-time employee shall be entitled to vacation time each year as set forth in the following schedules:

A. All full-time employees hired prior to January 1, 2018 shall be entitled to two (2) weeks after first year, three (3) weeks after five (5) years and four (4) weeks after ten (10) years.

All full-time employees hired on or after January 1, 2018:

<u>Years of Service</u>	<u>Vacation Days</u>
1 <sup>st</sup> Year of Employment	One (1) vacation day per month during the first year of employment. Maximum five (5) vacation days.
2 <sup>nd</sup> – 5 <sup>th</sup> Year of Employment	Ten (10) vacation days.
6 <sup>th</sup> – 10 <sup>th</sup> Year of Employment	Fifteen (15) vacation days.

B. Temporary, part-time employees shall not be eligible for vacation.

C. Applicability. The foregoing schedules shall apply to all personnel covered under this section employed as of January 1 of the current year. Personnel employed between January 1 and July 31 of the current year shall be entitled to one-half (1/2) their regular vacation for that year. Personnel employed after July 31 of the current year shall not be eligible for an annual vacation during the current year.

D. Carrying Over of Vacation. One (1) week's vacation may be carried over into the following year with the approval of the Township Administrator. Employees hired on or after May 21, 2010 can only carry one (1) week's vacation time if they could not take it due to business demands and with the approval of the Township Administrator. In lieu of requesting a carryover of vacation time, an employee may request to buy back vacation time, up to five (5) vacation days per year, subject to budgetary constraints as determined by the Township CFO. If an employee wants to request a vacation buy back, the request must be made by September 30 for the buy back to the Township Human Resources Manager and the



payment will be made the first quarter of the following year (March 31). If vacation buy back is denied, the employee will be authorized to carry over those five (5) vacation days to be used by September 30 of the following year. If the five (5) carried over vacation days are not used by September 30, they shall be forfeited.

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

F. All vacation time shall be prorated during the last year of employment for all employees.

G. Short notice is a minimum of at least five (5) calendar days.

**ARTICLE XVII**  
**WAGES**

Move to 24 pay periods when all unions agree.

All employees within the bargaining unit shall receive base pay hourly rates as follows:

	<b>Foreman</b>	<b>Senior Foreman</b>	<b>Salary Increase</b>
<b>January 1, 2021</b>	\$45.29	\$49.81	2%
<b>January 1, 2022</b>	\$46.76	\$51.43	3.25%
<b>January 1, 2023</b>	\$47.70	\$52.46	2%
<b>January 1, 2024</b>	\$49.13	\$ 54.03	3%

Stipends for Licenses and Certifications

The following is a list of Licenses and Certifications which shall receive a stipend amount as an incentive. They have been divided into three categories:

- Type I: These can be required in a few days or less but require recertification credits
- Type II: These require significant schooling to acquire
- Type III: These certifications take years of schooling or work experience to acquire

Type I: (\$200 annually for each license for a maximum of \$400)

- New Jersey Pesticide Applicator License
- New Jersey Fertilizer Applicator License
- New Jersey Underground Storage Tank Operator (in effect 2018)
- New Jersey Clean Communities Coordinator
- New Jersey Black Seal
- Certified compost operator

Type II (\$1,000 annually for each license for a maximum of \$2,000)

- Certified Recycling Professional
- ASE- Auto Maintenance and Light Repair Certification Test
- Certified Sports Field Manager
- Certified Landscape Manager

Type III (\$2,000 annually for maximum of one)

- Master Plumber
- Licensed Electrician
- Certified Tree Expert
- Certified Arborist
- ASE Certifications
  - Automobile & Light Truck Certification Tests
  - Transit Bus Certification Tests
  - Medium-Heavy Truck Certification Tests

Each category is independent. Employee can have a maximum of \$3,200 non-pensionable stipend earning. License and certification must be maintained in order to continue to receive the stipend. An employee must notify their Department head and/or Human Resources within five (5) days of loss of their license or certification. The annual stipends would be paid bi-weekly and will not be compounded with regular wages. The Township will provide payment for obtaining multiple license/certification in type one (1) and type two (2) category, however, only one employee will receive a stipend for each license/certification on a first come first serve basis. Upon recommendation of the Director of Public Works or Parks and Recreation, with approval from the Business Administrator, this list may be amended to include any new state required license or certificate. For licenses that may be required for both Public Works and Parks Department, the Township will make allowance for an additional employee to obtain the license and receive an additional stipend.

**ARTICLE XVIII**  
**MANAGEMENT RIGHTS**

The Township of Old Bridge hereby retains and reserves unto itself all powers, rights, responsibilities, duties and authorities under New Jersey Statutes Annotated, N.J.S.A. 40A:1-1 et seq. or any Federal and/or State Constitution, Law and Statute, any County and/or any Municipal Ordinance and/or Resolution, including any Municipal Rule and/or Regulation conferred upon and vested to the Township of Old Bridge prior to and including the date of the signing of this Collective Negotiations Agreement herein.

**ARTICLE XIX**  
**ACCRUAL OF BENEFITS**

Any employee absent for more than one year shall not accrue any benefits provided for under the Collective Negotiations Agreement.

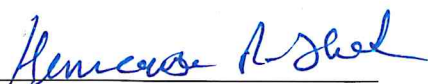
Employee cannot bridge the time after six (6) months of separation excluding layoff. If rehired, the new hire date will be considered a new date of hire for seniority, longevity, vacation, sick and any retirement benefits.

**DURATION OF AGREEMENT**

This Agreement entered into on this 15<sup>th</sup> day of December, 2022 shall be in full force and effect from January 1, 2021 and until its expiration on December 31, 2024. It is understood that should a new Agreement not be settled prior to the expiration of this contract and all benefits and terms contained herein shall remain in full force and effect.

For the Township:

For the Union:

  
\_\_\_\_\_  
Business Administrator  
Himanshu Shah

  
\_\_\_\_\_  
AFSCME COUNCIL LOCAL 3233-2  
PRESIDENT

Date: 12/15/22

12/15/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
AFSCME COUNCIL LOCAL 3233-2  
VICE PRESIDENT

Date: 12/15/22

# MEMORANDUM OF AGREEMENT

## TOWNSHIP OF OLD BRIDGE

### AND

## AFSCME. LOCAL 3231 PUBLIC WORKS SUPERVISORS

### TERM AND RENEWAL

The following are the employer's proposals for modifications, deletions and/or additions to the collective negotiation's agreement between the parties. The representatives of the employer are empowered to make proposals, accept, and reject the employee representative's proposals, make counterproposals, and to reach a tentative settlement with the employee representative, pending final acceptance and approval by the governing body. The representatives of the employer expressly have no power to bind the governing body without its express acceptance and ratification by both parties. All items tentatively agreed upon are subject to final agreement on the entire contract. In some cases, the employer's proposal is merely a clarification of an existing right or practice, and this proposal should not be considered an admission that the employer does not already possess such a right or that the practice does not exist. Unless expressly proposed by the employer, any item of the current agreement between the parties shall remain as in the prior agreement. The employer also reserves the right to participate in the construction of salary guides and to approve the salary guides prior to final ratification. The negotiation committees of the Township of Old Bridge and the AFSCME Local 3231 Public Works Supervisors agree to the terms of this Memorandum of Agreement as set forth below:

#### SALARY Wage Increases:

2021	2.00%
2022	3.25%
2023	2.00%
2024	3.00%

1. Move to Twenty-Four (24) pay period when all unions agree to this.

#### TOOL ALLOWANCE

1. DPW Vehicle Maintenance Foreman shall receive \$250.00 yearly.

#### ARTICLE VI – HEALTH INSURANCE

1. Section X – Modify as follows:

Employees injured on the job shall continue to receive full salary and health/medical benefits as provided by this Agreement, less any worker's compensation benefits received, for a maximum period of one (1) year. After 6 months of workers compensation, at the township's discretion, the

employee may be examined by a doctor of the township's choosing to determine if the employee will be asked to return to 'light duty'. if there is light duty available, and it is approved by the township doctor, employee will return to work after six months. If township doctor does not approve light duty or if the light duty work is not available, the employee may receive an additional six months of workers compensation

## **ARTICLE XX – SICK LEAVE**

### 1. Section H – Modify as follows:

H) Any employee who is entitled to sick time and is sick for more than three (3) consecutive days shall be required to furnish the Human Resources Department with a doctor's certificate stating the nature of his illness and the expected date of their return to work.

### 2. New Section I:

All sick time shall be prorated during the first and last years of employment.

### 3. New Section J:

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

Delete below language from Section C: Anyone hire after 5/2010 the law does not permit township to offer.

The Township has the option to pay for two weeks or ten (10) working days of employees' accumulated sick time as of thirty (30) days in reserve. If the employer does not purchase the time from the employee, it will be accumulated as other sick time would be. When brought back by the Township, such days shall permanently reduce maximum payable sick time. Any purchase by the Township shall be solely with the employee's consent.

## **ARTICLE X – BEREAVEMENT**

### 1. Section B- Modify as follows:

One (1) day bereavement leave shall be granted in the event of the death of a relative or spouse's relative outside the immediate family as defined above.

## **ARTICLE XI – HOLIDAYS**

Only swap "Lincoln's Birthday" for the "Day after Christmas" off **IF ALL** the other unions agree.



## **ARTICLE XII- CLOTHING ALLOWANCE**

Increase clothing allowance by \$100 in 2024 – New amount will be \$1,350.00 in 2024.

## **ARTICLE VIII – UNION RIGHTS**

### **1. UNION DUES DEDUCTION**

Modify section 1 to reflect the new law.

## **ARTICLE XVI – VACATION**

### **1. Section G – Add the following language:**

Short notice is a minimum of at least five (5) calendar days.

### **2. Section I – Modify as follows:**

All vacation time shall be prorated during the last year of employment for all employees.

## **ARTICLE XIX ACCRUAL OF BENEFIT**

Employee cannot bridge the time after six (6) months of separation excluding layoff. If rehire, the new hire date will be considered a new date of hire for seniority, longevity, vacation, sick and any retirement benefits.

MEMORANDUM OF AGREEMENT

TOWNSHIP OF OLD BRIDGE

AND

AFSCME. LOCAL 3231 PUBLIC WORKS SUPERVISORS

TERM AND RENEWAL

AFSCME LOCAL 3231

TOWNSHIP OF OLD BRIDGE

Name: John Toof

Name: ALMANSON SHAW

Date: 7/19/22

Date: 7/26/22

Name: John Heyler

Name: ALMANSON SHAW

Date: 7/18/22

Date: 7/20/22