

A G R E E M E N T

Between

THE TOWNSHIP OF OLD BRIDGE

And

**TEAMSTERS LOCAL NO. 469
PROFESSIONAL BARGAINING UNIT**

July 1, 2008 through December 31, 2011

INDEX

<u>Article</u>	<u>Page No.</u>
PREAMBLE.....	1
I. RECOGNITION	1
II. NEGOTIATING PROCEDURE	2
III. GRIEVANCE PROCEDURE	3
IV. EMPLOYEES' RIGHTS.....	6
V. UNION RIGHTS.....	7
VI. HEALTH INSURANCE.....	9
VII. SENIORITY	13
VIII. NO-STRIKE PLEDGE.....	14
IX. LAY OFFS AND RECALLS.....	15
X. JOB POSTINGS AND JOB DESCRIPTIONS	18
XI. HOURS OF WORK AND OVERTIME.....	20
XII. VACATION.....	22
XIII. SICK LEAVE.....	24
XIV. CLOTHING ALLOWANCE	26
XV. BEREAVEMENT LEAVE	26
XVI. MATERNITY LEAVE	27
XVII. MANAGEMENT RIGHTS	28
XVIII. SALARY ADMINISTRATION GUIDE	29
XIX. HOLIDAYS.....	30
XX. LONGEVITY	31

47 XXI. PROFESSIONAL EMPLOYEE RIGHTS32
48
49 XXII. FULL-TIME TEMPORARY EMPLOYEES33
50
51 XXIII. SEPARABILITY AND SAVINGS35
52
53 XXIV. PERMANENT PART-TIME EMPLOYEES35
54
55 XXV. EDUCATION STIPEND36
56
57 XXVI. ACCRUAL OF BENEFITS36
58
59 XXVII. DURATION OF AGREEMENT/SIGN-OFF36
60
61 ATTACHMENT
62 - WC-1
63 - WC-11
64 - WC-111
65 CLOTHING/SHOE ALLOWANCE CHART
66

67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87

PREAMBLE

This Agreement is made by and between The Township of Old Bridge, a municipal corporation of the State of New Jersey, (hereafter referred to as the “EMPLOYER” or “TOWNSHIP”) and the Teamsters Local No. 469 (hereafter referred to as the “UNION”) and represents the complete and final Agreement between the parties on all bargained issues.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

- A. The Employer hereby recognizes the Teamsters Local No. 469 as the exclusive representative for collective negotiations with respect to raises of pay, wages, hours of work, and other conditions of employment for all employees represented by said Union.
- B. Included in the negotiating unit shall be all eligible full-time permanent professional employees of the Township of Old Bridge as set forth in the Certification of Representation, Dkt. No. RO-92-158, issued by the Public Employment Relations Commission. However, it is agreed that all employees such as police officers, police dispatchers, non-professional employees, public works employees, road department employees, crossing guards, officials, heads of departments and agencies, members of boards and commissions, managerial executives, and all supervisors having the power to hire, discharge, discipline, evaluate, promote, or effectively recommend same and confidential employees are excluded from the unit.

88

ARTICLE II

89

NEGOTIATING PROCEDURE

90

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 an agreement. Such negotiation shall begin not later than September 15th of each calendar year.

95

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 settlement reached in negotiations will be submitted to the Township Council and the members of the Union, for ratification, decision or vote. Any settlement of the parties shall be reduced to writing and shall become the contractual agreement.

100

C. The Employer shall make no changes unilaterally in any terms and conditions of employment. For purposes of this Agreement, terms and conditions shall mean wages, hours, insurance, and medical or other benefits currently enjoyed by employees within the bargaining unit.

104

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

105

E. Full release time shall be granted to the Association President and Negotiation Committee members, not to exceed five (5) individuals for all bargaining sessions scheduled during work hours.

107

108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A “grievance” is a complaint about the interpretation, application, or alleged violation of policies, agreement or administrative decision affecting any Employee or group of Employees or the Union.

Any employee who believes that he or she has been discriminated against in any manner shall have the right to file a grievance directly with the Township Administrator or Affirmative Action Officer, or to file a grievance in accordance with this grievance procedure. This decision shall be at the sole discretion of the employee.

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.

C. Procedure

All writings required by this ARTICLE shall, at the minimum, be sent to the Department Head of the grieving employee, the shop steward, and the grievant.

1. LEVEL ONE

An employee with a grievance should first discuss it with their Department Head, either directly or through a shop steward, with the objective of resolving the matter informally.

129 2. LEVEL TWO

130 If the aggrieved person or group is not satisfied with the disposition of their
131 grievance at LEVEL ONE, it shall, within ten (10) working days be reduced to writing by that
132 person and submitted to their Department Head.

133 3. LEVEL THREE

134 Should no acceptable agreement be reached within ten (10) days of submission
135 to the Department Head, the grievance shall be submitted to the Business Administrator who
136 will have ten (10) working days to render a decision in writing.

137 4. LEVEL FOUR

138 Should no satisfactory decision be reached at the Business Administrator's
139 level, or should no response be received within the specified ten (10) days the Union may
140 submit the grievance to arbitration. Selection of an arbitrator shall be accomplished by
141 utilizing the services of the New Jersey Public Employee Relations Commission (PERC).
142 Both parties agree that the decision of the arbitrator shall be final and binding upon all parties.
143 The cost of such arbitration shall be borne equally by the Union and the Township. The
144 arbitrator shall not change, limit, or modify this Agreement.

145 D. Miscellaneous

146 1. All grievances filed must show the signature of the Union's designated shop
147 steward or President, except where the grievant is representing himself.

148 2. All decisions rendered in the grievance procedure, except informal LEVEL
149 ONE, shall be in writing, setting forth the decision and the reason(s) therefore, and shall be
150 submitted in accordance with Section C of this ARTICLE.

151 3. All hearings and meetings in this procedure shall be confidential and not
152 conducted in public.

153 4. Copies of any unofficial grievance submitted by an individual shall be
154 forwarded by the Employer to the Union.

155 5. This agreement in no way limits the right of an individual to confer with
156 his/her employer on any matter of mutual concern. No such problem shall be remedied in
157 such a manner as is in conflict with or modify any provisions of this Agreement.

158 6. The aggrieved will have fifteen (15) calendar days to file a grievance at
159 LEVEL ONE after a situation arises or after he first learns of it or reasonably should have
160 learned of it.

161 7. Grievance hearings will be held at times and locations convenient to both
162 parties.

163 8. Reference to days means working days unless otherwise stated.

164 9. If a grievance is filed as a result of action taken by the Business Administrator,
165 Mayor, or Township Council, LEVEL ONE of the Grievance Procedure shall be the
166 Township Business Administrator.

167 10. The shop steward shall have release time to meet with any of the parties to a
168 grievance.

169 11. The Township recognizes the right of the Union to designate job stewards and
170 alternates.

171 The authority of job stewards and alternates so designated by the Union shall be
172 limited to, and shall not exceed, the following duties and activities:

173
174

- 175 1. the investigation and presentation of grievances in accordance with the
176 provisions of the collective bargaining agreement;
177
178 2. the collection of dues when authorized by appropriate local union action;
179
180 3. the transmission of such messages and information which shall originate
181 with, and are authorized by the Local Union or its officers, provided such
182 messages and information:
183
184 a. have been reduced to writing, or
185
186 b. if not reduced to writing, are of a routine nature and do not
187 involve work stoppages, slowdowns, or any other interference
188 with the Township's business.
189

190 Job stewards and alternates have no authority to take any other action interrupting the
191 Township's business.

192 The Township recognizes these limitations upon the authority of job stewards and
193 their alternates, and shall not hold the Union liable for any unauthorized acts. The Township
194 in so recognizing such limitations shall have the authority to impose proper discipline,
195 including discharge, in the event the steward has taken unauthorized strike action, slowdown,
196 or work stoppage in violation of this Agreement.

197 The Union shall notify the Township in writing as to the names of the stewards and
198 alternates and any changes as they occur.

199

200

ARTICLE IV

201

EMPLOYEES' RIGHTS

202 A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Township
203 hereby agrees that all employees shall have the right freely to organize, join and support the
204 Union and any affiliate, for the purpose of engaging in collective negotiations. As a duly
205 selected body exercising governmental power under code of law of the State of New Jersey,

206 the Township undertakes and agrees that it shall not directly or indirectly discourage or
207 deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123,
208 Public Laws 1974 of New Jersey or the Constitution of New Jersey and the United States; that
209 it shall not discriminate against any Employee with respect to hours, wages or any terms and
210 conditions of employment by reason of his membership in the Union, his participation in any
211 lawful activities of the Union, collective negotiations with the Township, or in the institution
212 of any grievance, complaint or proceeding under this Agreement or otherwise with respect to
213 any terms or conditions of employment.

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

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

221

222

ARTICLE V

223

UNION RIGHTS

224 A. Union Dues Deduction

225 1. The Township agrees to deduct from the salaries of its employees, subject to
226 this Agreement, dues for the Teamsters Local No. 469 (“Union”). Such deductions shall be
227 made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.0(E), as

228 amended. Paid money, along with any records of corrections, shall be transmitted to the
229 Union official so designated as Secretary or Treasurer after each pay period.

230 2. The amount of annual dues shall be certified each year in the month of January
231 with the appropriate Township office. The Township agrees to adjust the amount of dues
232 deducted from each Employee, commencing with the January pay period, at the newly
233 certified rate.

234 3. The Township shall be provided with the appropriate dues deduction
235 authorization form by the Union. The Township further agrees to honor any new employee,
236 and/or any new member upon notice as the occasion may occur. Membership lists will also
237 be provided to management during the month of January.

238 B. The Union shall have reasonable use of the bulletin board located in the Employee
239 Lounge Area and in each department.

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

244 D. The Township will implement a fair share representation fee equal to eighty-five
245 percent (85%) of the Union's dues, initiation fees and assessments, which shall be withheld in
246 accordance with the law. The Union shall indemnify the Township from liability resulting
247 from and/or caused by dues deduction or fair share representation fees.

248 E. The Union shall have reasonable use of the Civic Center facilities for its meetings.
249 Application shall be made through the Recreation Department.

250

251

ARTICLE VI

252

HEALTH INSURANCE

253

A. The Township shall pay the sum of one thousand five hundred twenty-four dollars
254 (\$1,524) per month, per employee in the bargaining unit who is receiving health benefits from
255 the Teamsters Local No. 469 Health and Welfare Fund, to the Teamsters Local No. 469
256 Health and Welfare Fund. The Teamsters Local No. 469 Health and Welfare Fund shall be
257 responsible for providing all health benefits to those bargaining unit employees who are not in
258 an HMO/POS and are eligible to participate in the Local No. 469 Health and Welfare Fund.
259 The HMO/POS programs shall be modified to provide for a five (\$5.00) dollar co-payment
260 for each physician visit.

261

The enrollment period for electing either the Teamsters Plan or the Township-
262 sponsored HMO/POS shall be prior to January 1st each year and the coverage change shall
263 take place on January 1st.

264

The Township shall pay the sum of four hundred eighty-six dollars (\$486) per
265 bargaining unit employee enrolled in the Township, HMO/POS, per month for the purpose of
266 providing dental, vision, and prescription drug benefits to those employees.

267

The Teamster Local No. 469 Health & Welfare Fund shall have the right to verify the
268 accuracy of contributions and collect any shortages or delinquencies in accordance with the
269 rules.

270

B. Any bargaining unit employee not actively working for the Township on the date of
271 settlement of this Collective Bargaining Agreement shall continue to be covered by the
272 Township insurance program until said employee returns to work. At the time said employee

273 returns to work, the employee shall be covered by the Teamsters Local No. 469 Health and
274 Welfare Fund in accordance with Section A above.

275 C. The monthly health and welfare fund contribution of one thousand five hundred
276 twenty-four dollars (\$1,524) a month shall remain in effect until June 30, 2010. At that time
277 the Fund may be allowed to increase the monthly contribution per employee a maximum of
278 10% per year, providing the Fund can justify said increase to the Township.

279 D. Any retiree who is presently receiving health benefits under the terms of the Collective
280 Bargaining Agreement will remain in the Township's health benefits program and receive
281 health benefits as provided by the Township and in accordance with Section F herein. All
282 future retirees will also be in the Township's health benefits program and will receive health
283 benefits in accordance with Section F herein. The Township reserves the right to change the
284 level of health benefits received by retirees providing said level is consistent with the
285 Township's health benefits program for active Township employees at such time

286 E. Long Term Disability Pay

287 The first forty-five (45) calendar days of absence as a result of a non-job related injury
288 shall be borne by the employee. The employee must utilize accumulated paid leave to cover
289 those first forty-five (45) calendar days (i.e. sick, vacation, floating holiday, etc.). The next
290 forty-five (45) calendar days are picked up by the employer at two-thirds (2/3) the employee's
291 current rate of pay, less any additional monies received from Township paid benefits or other
292 outside work.

293 Effective January 1, 2008 the first sixty (60) calendar days of absence as a result of a
294 non-job related injury shall be borne by the employee. The employee must utilize
295 accumulated paid leave to cover those first sixty (60) calendar days (i.e. sick, vacation,

296 floating holiday, etc.). The next thirty (30) calendar days are picked up by the employer at
297 two-thirds (2/3) the employee's current rate of pay, less any additional monies received from
298 Township paid benefits or outside work.

299 Employees are required to provide verification from a health care provider for all
300 leave provided for in this section. The Township may at any time require an employee submit
301 to a fitness for duty exam by a Township appointed physician for leave provided for in this
302 section.

303 Employees hired after May 1, 2006 shall not be eligible for the 2/3 intermediate
304 benefits as outlined above in this section.

305 At the end of one (1) year from the date the non-job related injury was incurred, the
306 above payments, health benefits, and employment shall terminate.

307 All benefits contained in this sub-section shall run concurrent with leave pursuant to
308 the Family and Medical Leave Act.

309 Repeat utilization of this benefit may result in disciplinary action up to and including
310 termination.

311 F. Upon retirement any employee who has completed twenty-five (25) years of
312 employment with the Township shall have the option of retaining all of the medical insurance
313 benefits as provided by the Township, excluding long term disability benefits, with one
314 hundred percent (100%) of the appropriate premium paid for by the Township. It is the
315 employee's obligation to pick up and pay for Medicare Part B when said employee and/or
316 spouse are eligible for such benefits.

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

320 G. In addition to the highlight sheets and the insurance handbook furnished each
321 employee, the union shall be furnished by the Township with a full master copy of all
322 insurance programs applicable to its members which are not in the Teamsters Local No. 469
323 Health and Welfare Fund. This shall be done no later than sixty (60) days after the effective
324 date of this agreement and within two (2) weeks of any carrier change.

325 H. Employees injured on the job shall continue to receive full salary and health/medical
326 benefits as provided by this agreement, less any worker's compensation benefits received, for
327 a maximum period of one (1) year. In the event of the death of an employee covered under
328 this agreement, all health/medical benefits shall continue to be provided for the employee's
329 spouse and eligible dependents for up to two (2) years. If the spouse remarries within the two
330 (2) year period, such benefits shall be terminated.

331 I. All employees shall sign a Coordination of Health Benefits Agreement and update
332 said agreement information each year. In the event that the employee's spouse is employed,
333 or becomes employed, and where such employer provides health benefits for which the
334 spouse is or becomes eligible, and the spouse is not required to contribute to the premiums of
335 those benefits, said spouse shall be required to obtain such coverage as their primary health
336 insurance. Dependents shall be primary on the plan whose birth date of the employee or the
337 spouse comes first in the calendar year. The Township shall maintain coverage as a
338 secondary insured. Any employee found in violation of this section shall be liable for all
339 medical expenses incurred during such time of violation.

340 J. Upon retirement, all retirees shall sign a Coordination of Health Benefits Agreement.
341 In the event that the retiree becomes re-employed in any capacity, where such employer
342 provides health benefits for which the retiree is eligible, and the retiree is not required to
343 contribute to the cost of those benefits, said re-employed retiree shall be required to obtain
344 such coverage as their primary insurance. The Township shall maintain coverage as a
345 secondary insured. Any retiree found in violation of this section shall be liable for all medical
346 expenses incurred during such time of violation.

347 **ARTICLE VII**

348 **SENIORITY**

349 A. A newly hired Employee shall be considered probationary for a period of six (6)
350 months. Seniority is defined as an Employee's continuous length of service with the
351 Township of Old Bridge, beginning with the employee's day of hire. Upon completion of the
352 probationary period, seniority shall revert to date of hire and accumulate until there is a break
353 in service. An Employee shall be considered to have job classification seniority upon
354 successful completion of probationary period for that job. Job classification seniority shall
355 accumulate until there is a break in service. A break in service occurs when an Employee
356 resigns, is discharged for cause, retires or is laid off.

357 B. Any employee who suffers a break in continuous employment may bridge the time
358 period they were not employed by the Township pursuant to the following:

359 Continuous years in service shall be computed from the date of initial employment by
360 the Township, except where service was interrupted. In such cases, continuous years' service
361 shall be computed as follows:

- 362 1. Authorized leave of absence at the Employee's request: From the date of
363 initial employment less time for leave of absence.
- 364 2. Lay-off: From the date of initial hire to date of recall less time while on period
365 of lay-off.
- 366 3. Military service: Employment shall be considered as uninterrupted, except that
367 no credit shall be allowed for service in the Armed Forces.
- 368 4. Disciplinary action: No credit shall be allowed for employment interruption
369 due to disciplinary action.
- 370 C. Resignation and subsequent rehiring: No accumulation of service shall be allowed,
371 and consecutive employment shall be computed only from the last date of uninterrupted
372 employment.
- 373 D. For purposes of determining length of service for benefits and seniority, part-time
374 employment shall be calculated on a pro rata basis.

375

376

ARTICLE VIII

377

NO-STRIKE PLEDGE

- 378 A. It is recognized that the need for continued and uninterrupted operation of the
379 Township's departments and agencies is of paramount importance to the citizens of this
380 community, and that there should be no interference with such operation.
- 381 B. The Union covenants and agrees that during the terms of this Agreement that neither
382 the Union or any person acting on its behalf will cause, authorize or support, nor will any of
383 its members take part in (i.e., concerted failure to report for duty, or willful absence of an
384 Employee from their position or stoppage of work or abstinence in or in part, from the full

385 and proper performance of the Employee's duties of employment) work stoppage, slow-down
386 or walkout against the Township.

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

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

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

403

404

ARTICLE IX

405

LAY OFFS AND RECALLS

406 A. Should it become necessary for the Township to lay off Employees covered by this
407 Agreement, such lay-offs shall be accomplished in the following manner:

408 1. All temporary Employees, whether full-time or part-time, within an affected
409 Department and classification shall be laid off before any full-time Employee is laid off
410 within the Department and classification. Should the lay-off of full-time Employees be
411 necessary, such layoffs shall be accomplished based upon seniority.

412 2. Upon layoff any Employee shall be paid full value for all (100%) accrued
413 vacation time, compensatory time and sick time. Upon resignation by the Employee all
414 (100%) of accrued vacation time and compensatory time shall be paid at full value.

415 B. Any full-time Employee who has been laid off by the Township shall be rehired in
416 reverse order of their layoff and within that job classification or any lower classification for
417 which they are qualified, according to seniority.

418 C. Notice of recall to work shall be addressed to the Employee's last address appearing
419 on the Township's records, by certified mail, return receipt requested. Within thirty (30) days
420 from receipt of such notice of recall, the Employee shall notify the Business Administrator or
421 Director of Human Resources in writing whether or not he/she desires to return to the work
422 involved in the recall. If the Employee fails to reply or indicates that he/she does not desire to
423 return to such work, the Employee forfeits all seniority and all rights of recall.

424 D. Seniority shall not be accumulated during the period of lay-off. Upon recall the
425 rehired Employee shall have their accumulated seniority to the date of layoff.

426 E. Employee Job Certification

427 1. At the time of initial hire each employee shall receive a primary Employee Job
428 Certification (PEJC) determined by the position to which he was hired (Example: A person
429 hired as a Social Worker would have a PEJC as Social Worker; a person hired in Accounts
430 Payable doing basic clerical have a PEJC as Social Worker; a person hired in Accounts

431 Payable doing basic clerical accounting functions would have a PEJC as
432 accounting/bookkeeping clerk).

433 2. Any employee who subsequently changes positions would be given a new
434 primary employee job certification reflective of the new position. He would, however,
435 maintain his old PEJC as a Secondary Employee Job Certification (SEJC). This process
436 would repeat and pyramid each time that employee changes positions.

437 3. Following the effective date of this contract each current employee shall be
438 issued appropriate PEJC's and where appropriate SEJC's.

439 4. The job classifications shall be as follows:

440 CATEGORY WC 1

441

442 A LINE - Building Code Enforcement
443 Zoning Code Enforcement

444 C LINE - Program Supervisor

445

446 CATEGORY WC 2

447

448 A LINE Engineer III

449 B LINE Engineer II

450 C LINE Engineer I

451 D-1 LINE Project Coordinator/Engineering

452 D LINE Engineer Technician IV

453 E LINE Engineer Technician III

454 F LINE Engineer Technician II

455 G LINE Engineer Technician I

456 H LINE Sub Code Official

457

458

459 CATEGORY WC 3

460

461 D LINE - Psychologist

462 E LINE - Senior Sanitary Inspector

463 F LINE - Accountant

464 G LINE - Deputy Tax Assessor

465 Assistant Tax Assessor

466 I LINE - Field Inspector Assessor

467

468 F. Bumping Rights

469

470 1. Bumping shall be based upon seniority within an employee's PEJC first. An
471 employee who is lowest in seniority within his PEJC may then bump into his SEJC's
472 according to seniority Township-wide. Seniority within an SEJC shall be accrued even
473 though a person may have a new PEJC.

474 2. Within the clerical categories a person in a higher classification shall be
475 assumed to have a SEJC in all lesser clerical positions. For the category of
476 Accounting/Bookkeeping Clerk CL(B), and CL(A) PEJC or a CL(C) PEJC must show
477 mathematical proficiencies necessary to perform the job before receiving CL(B) bumping
478 rights. When moving into an SEJC position, the employee will receive whatever the
479 prevailing rate is.

480 G. Recall

481 Recall rights shall remain in existence for a period of two (2) years from the date of
482 layoff.

483

ARTICLE X

484

JOB POSTINGS AND JOB DESCRIPTIONS

485 A. All non-professional and professional personnel vacancies and/or new positions
486 arising within the Township shall be advertised in accordance with state and federal law. All
487 qualified internal candidates shall be interviewed before outside candidates. Job description
488 upgrades are exempt from being posted.

489 When an individual is promoted or changed from one pay grade into a higher pay
490 grade, said individual shall be placed into the lowest RANGE for that grade which results in
491 at least a five percent (5%) pay increase.

492 C. Job Description

493 It is recognized that efficiency and description of duties are important facets of office
494 management. Therefore, job descriptions for all employees shall be maintained and updated
495 by the Job Description/Reclassification Committee, and said job descriptions recommended to
496 the Mayor. A copy of the committee's recommendation shall also be provided all employees
497 affected and the Union President prior to said description going to the Mayor and being
498 finalized.

499 D. A standing JOB DESCRIPTION/RECLASSIFICATION COMMITTEE shall be
500 formed for the purposes of hearing applications for job reclassification. The Committee shall
501 consist of appropriate personnel, appropriate department heads and the shop stewards.
502 Changes in the description of any job shall be implemented through this joint committee
503 which shall be composed of two (2) members appointed by the Union and two (2) members
504 appointed by the Township. This committee shall meet as often as necessary, but at least
505 once a year.

506 E. Any job reclassification must first come before this Committee, which shall then make
507 their recommendation to the Mayor. New classifications shall also be included as part of this
508 Committee's responsibilities.

509 F. When a position becomes temporarily vacant (for a period of time not to exceed six
510 (6) months), equal opportunity shall be provided to as many qualified employees as
511 practicable to gain job experience. Said employees shall be rotated on a monthly basis
512 commencing with the senior most qualified employee. The availability of such positions shall
513 be posted in all departments.

514

515

ARTICLE XI

516

HOURS OF WORK AND OVERTIME

517

A. The work day shall start at 8:00 A.M. and end at 5:00 P.M. Employees starting and ending times shall be scheduled to cover the work day. Employees covered by this Agreement shall work a thirty-seven and one half (37.5) hour work week, which shall consist of five (5) seven and a half (7.5) hour work days, plus a forty-five (45) minute lunch period, thirty (30) minutes of which shall be unpaid time. Traffic and Safety, Secretary(ies) to Public Works, Ice Rink, and Clean Streets employees shall work a forty (40) hour week which shall consist of five (5) eight (8) hour work days plus a forty-five (45) minute lunch, thirty (30) minutes of which shall be unpaid time.

525

B. Any employee working beyond his normal work shift, as outlined above, shall receive time and one-half his regular salary for all time worked beyond his normal work day.

527

C. Any employee required to work on a Saturday or Sunday shall receive time and one-half his regular salary for all time worked, except as might be otherwise provided herein.

529

D. Any employee required to work on a holiday shall receive time and one-half of the normal salary for all hours worked plus the regular straight time pay for the holiday.

531

E. Any employee who is called in to work during their non-scheduled time shall receive a minimum of three (3) hours pay at time and one-half. Employees called in to work on any of the holidays specified in this Agreement shall receive a minimum of four (4) hours pay in accordance with Section D.

535

F. When the Township facilities are closed by order of the Mayor or Council for any reason during what would be normal working hours, the employees covered by this Agreement shall receive full pay as though it were a normal work day. This section shall also

537

538 apply to those employees reporting to work on such a day as Township facilities are closed
539 early.

540 Employees required to remain at work during a closing shall be paid or receive
541 compensatory time at the overtime rate of time and one-half. Clear notification shall be given
542 the shop steward when Township facilities have been determined to be officially closed. It is
543 clearly understood that random release of employees for inclement weather or other reasons
544 shall not be considered a closing and such released employees shall receive their full day's
545 pay.

546 G. Each employee shall have the option, at his or her discretion, to take their overtime
547 compensation in comp-time or money. The comp-time shall be earned in amounts equal to
548 the amount stated herein and shall be used as additional vacation time. At no time shall an
549 employee be permitted to accrue more than 240 hours of comp-time. All compensation
550 earned beyond 240 hours must be paid in cash.

551 Prospectively, all employees will either be paid or use their comp time within the
552 Township's calendar year in which the comp time is earned. In the event said comp time is
553 not used in the calendar year earned it will be paid for at the collective bargaining agreement
554 rate in effect at the time the comp time is earned.

555 H. A rotation system providing for an equal distribution of standby time, for those
556 employees required to assume such responsibilities, shall be developed in each appropriate
557 department at the beginning of each month. As developed, the schedule shall pay special
558 attention to the distribution of such standby assignments on holidays that have been identified
559 within this Agreement.

560 The clause shall in no way limit individual employees from exercising an option to

561 switch standby time among themselves as long as the involved employees are qualified for the
562 standby and as long as the appropriate department head has been informed.

563 I. Overtime assignments shall be offered on the basis of seniority and qualifications.
564 The person with the highest amount of seniority, as defined in this Agreement, shall be the
565 first to be offered the assignment. If that person refuses, the next employee by virtue of
566 qualifications and seniority shall be offered the assignment. This offer-refusal shall continue
567 until all those qualified on the seniority list have been offered the assignment. If all those on
568 the seniority list refuse, the person in charge of assignments shall be free to fill the assignment
569 with whomever they choose. If the assignment is a continuation of a regular work day, or
570 after a regular work day, only those at work on the day shall be offered the assignment. If the
571 assignment is for a holiday or weekend, the entire list shall be called in order, with the
572 exception of an employee currently on vacation. It is agreed that if a person cannot be
573 reached directly by phone during non-working hours, the next person on the list shall be
574 called. To expedite the call-in procedure, any employee not wanting overtime on a permanent
575 basis shall make this known, in writing, to the person responsible for assignment.

576 Notwithstanding the above procedure the individual working on a particular work
577 assignment shall be offered any overtime first.

578

579

ARTICLE XII

580

VACATION

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

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

585 B. Employees shall be entitled to take individual vacation days upon one week (five (5)
586 working days) written notice to the Department Head.

587 C. Emergency use of vacation time shall continue as is current practice.

588 D. Applicability

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

594 E. Carrying Over of Vacation

595 One (1) week's vacation may be carried over into the following year with the approval
596 of the Business Administrator. If additional vacation time has not been taken because of work
597 demands imposed by management, all such vacation time may be carried over into the
598 following year and must be taken by June 30th of the following year unless work demands
599 preclude taking such time.

600 F. Vacation requests shall be acted upon and finalized within five (5) working days after
601 requests have been submitted to the Employer.

602 G. An employee shall cease to receive additional vacation time until that employee
603 returns to work from a leave due to reasons of illness or a non-work related disability. The
604 employee's anniversary date will be changed to reflect the time utilized for that leave.

605 NOTE: The use of accumulated paid leave (i.e. sick, vacation, personal) shall be considered

606 time worked.

607

608

ARTICLE XIII

609

SICK LEAVE

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

615 B. All employees shall be allowed fifteen (15) sick days per year. Of these fifteen sick
616 days four (4) may be designated by the employee as personal days. Any of the four personal
617 days not taken by the employee by the end of each calendar year shall be accrued as sick time
618 and carried and part of the employee's sick time bank. On January 1st of each calendar year
619 an employee will received four (4) personal days and one (1) sick day. The remaining ten
620 (10) sick days will accrue each subsequent month with the exception of December.

621 C. Employees hired on or before July 1, 1982, shall be paid for up to a maximum of two
622 hundred eighty (280) days accrued sick time upon retirement. However, in no event shall said
623 payment exceed thirty thousand (\$30,000.00) dollars. Any employee who has more than
624 thirty thousand (\$30,000.00) dollars of accrued sick time on July 1, 1993 shall be
625 "grandfathered" and the amount in effect on that date shall become the employee's cap. The
626 Township has the option to pay for two (2) weeks or ten (10) working days of employees'
627 accumulated sick time as of thirty (30) sick days in reserve. If the employer does not
628 purchase the time from the employee, it will be accumulated as other sick time would be.

629 When bought back by the Township, such days shall permanently reduce maximum payable
630 sick time. Any purchase by the Township shall be solely with the employee's consent.

631 D. Employees hired after July 1, 1982 shall be paid for up to a maximum of one hundred
632 (100) days accrued sick time. However, in no event shall said payment exceed fifteen
633 thousand (\$15,000.00) dollars. Any employee who has more than fifteen thousand
634 (\$15,000.00) dollars of accrued sick time on July 1, 1993 shall be "grandfathered" and the
635 amount in effect on that date shall become the employee's cap. The same options for both the
636 Township and the employee, regarding the purchase of sick time accrued, listed in Section C
637 above shall be applicable.

638 E. Employees hired after July 1, 1993 shall be paid for up to a maximum of fifty (50)
639 days accrued sick time. However, in no event shall said payment exceed seven thousand five
640 hundred (\$7,500.00) dollars. The same options for both the Township and the employee,
641 regarding the purchase of sick time accrued, listed in Section C above shall be applicable.

642 F. Except as might be limited by Sections B, C, D and E of this Article, all unused sick
643 days shall be accruable and shall be paid upon retirement, lay off, or disability, to the
644 maximums stated herein. Any employee terminated for just cause shall not be entitled to this
645 benefit. All unused sick days, up to the maximum number of applicable accrued sick time,
646 shall be paid to the employee's beneficiary upon the death of the employee in accordance with
647 Sections B, C, D and E. Upon resignation the employee shall be paid 50% of his accumulated
648 sick days in accordance with Sections B, C, D and E, not to exceed 50% of the caps set forth
649 in sections B, C, D and E. This ARTICLE in no way shall limit the total number of days
650 accruable for use by the employee as sick leave.

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

654

655

ARTICLE XIV

656

CLOTHING ALLOWANCE

657 A. All Traffic and Safety employees doing outside work shall receive a clothing
658 allowance of seven hundred fifty dollars (\$750.00) per year effective July 1, 2002 and eight
659 hundred dollars (\$800.00) per year effective July 1, 2003. Each Traffic and Safety employee
660 must possess two (2) summer uniforms, two (2) winter uniforms and safety shoes.

661 B. All Clean Street Laborers shall receive a clothing allowance equal to Traffic and
662 Safety employees.

663 C. All inspectors shall receive an annual safety shoe allowance of seventy-five (\$75.00)
664 dollars per year and a maintenance allowance of fifty (\$50.00) dollars per year. The
665 Township agrees to provide coveralls in sufficient numbers so that inspectors in various
666 departments may utilize them on the job site.

667 D. A chart detailing the job titles that receive clothing/shoe allowance is attached to the
668 Agreement.

669

ARTICLE XV

670

BEREAVEMENT LEAVE

671 A. Five (5) days bereavement leave shall be provided to each employee without
672 deduction of pay for each occurrence of death in the employee's or the employee's spouse's
673 immediate family. The five (5) days shall be work days. The immediate family shall be

674 defined as: father, mother, step-father, step-mother, brother, sister, step-brother, step-sister,
675 grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson,
676 granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law.

677 B. Two (2) days bereavement leave shall be granted in the event of the death of a relative
678 or spouse's relative outside the immediate family as defined above. Sick or personal leave
679 may be used if additional time is required. A relative outside the immediate family is defined
680 as: aunt, uncle, niece and nephew. One (1) day leave shall be granted in the event of a death
681 of the employee's first cousin.

682

683

ARTICLE XVI

684

MATERNITY LEAVE

685 A. It is understood that pregnancy shall be treated as any other disability and as such,
686 shall be covered under the sick leave provision of the Agreement.

687 B. An employee, upon request and submission of medical certification of pregnancy may
688 take a leave of absence without pay. This leave may be for any time prior to the birth of the
689 child and extend for six (6) months beyond the birth of the child. Request for leave shall be
690 submitted to the Mayor along with the appropriate medical certification, and such request
691 shall include the anticipated delivery date, the date upon which the leave shall end.

692 C. Any employee may return to work prior to the end of their leave by supplying thirty
693 (30) calendar days notice of their intent to return to work.

694 D. Any pregnant employee shall not be forced to take a leave by her employer because of
695 her pregnancy. If, however, the employer has evidence that her condition has critically
696 hampered her performance, the employer may require the employee to be examined by the

697 Township physician. Such examination shall be arranged during the employee's normal work
698 schedule with all costs and expenses related thereto to be borne by the employer. The doctor
699 shall report only whether or not the employee's pregnancy has disabled her from customary
700 job/position, thus placing the employee under any applicable disability statutes and clauses.

701

702

ARTICLE XVII

703

MANAGEMENT RIGHTS

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

708 1. The executive management and administrative control of the Township
709 government and its properties and facilities and activities of its employees utilizing personnel
710 methods and means of the most appropriate and efficient manner possible as may from time to
711 time be determined by the Township.

712 2. To make rules of procedure and conduct, to use improved methods and
713 equipment, to decide the number of employees needed for any particular time and to be in
714 sole charge of the quality and quantity of the work required.

715 3. The right of management to make reasonable rules and regulations as it may
716 from time to time deem best for the purposes of maintaining order, safety and/or the effective
717 operation of the division after advance notice thereof to the employees to require compliance
718 by the employees is recognized.

719 4. To hire all employees, to promote, transfer, assign or retain employees in
720 positions with the Township.

721 5. To suspend, demote, discharge or take any other appropriate disciplinary
722 action against any employee for good and just cause according to law.

723 6. To lay off employees in the event of lack of funds or under conditions where
724 continuation of such work would be inefficient.

725 B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of
726 the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in
727 the furtherance thereof, and the use of judgment and discretion in connection therewith, shall
728 be limited only by specific and express terms of this Agreement and then only to the extent
729 such specific and express terms hereof are in conformance with the Constitution and laws of
730 New Jersey and of the United States.

731 C. Nothing contained herein shall be construed to deny or restrict the Township of its
732 rights, responsibilities and authority under R.S. 40A:1-1, et seq. or any other national, state,
733 county or local laws or regulations.

734

735

ARTICLE XVIII

736

SALARY ADMINISTRATION GUIDE

737 A. Employees having appropriate certification, license and/or degree in Job Titles
738 contained within categories WC-1, WC-2 and WC-3 shall be eligible for salary range
739 movement in accordance with the following process:

740 1. A salary administration guide shall be developed based upon the current salary
741 status of each employee.

742 2. The guide shall consist of salary Range I, Range II and Range III. Range I
743 shall be established using the lowest salary in each job title. Range II shall be established
744 using an agreed to mid-range figure and Range III shall be established using an agreed to top
745 range category. The difference in each range shall be established at one thousand dollars
746 (\$1,000) but shall not diminish the current wage level of any employee.

747 3. The Township may hire new employees at a salary level below Range 1. Upon
748 receiving two (2) positive evaluations during his/her first year of employment, such new
749 employee shall be placed at the current Range I salary provided by the guide.

750 The Township shall have the right to determine which range of the salary guide a new
751 hire shall be placed on.

752

753

ARTICLE XIV

754

HOLIDAYS

755 A. All employees covered by this Agreement shall receive Fourteen (14) paid holidays as
756 follows:

757	New Years Day	Labor Day
758	Martin Luther King Day	Veterans Day
759	Lincoln's Birthday	Thanksgiving Day
760	President's Day	Friday following Thanksgiving
761	Good Friday	Christmas Day
762	Memorial Day	Two Floating Holidays
763	Independence Day	

764

765

766 B. Employees shall also receive additional holidays, exclusive of snow days and
767 emergency closings, as may be declared by the Mayor.

768 C. Any employee required to work on any of the aforementioned holidays shall be
769 compensated in accordance with the time provisions of this contract, Article XII, Section.

770

771

ARTICLE XX

772

LONGEVITY

773 All employees covered under this Agreement shall receive longevity payment on the
774 following basis:

775	1.	5 completed years of service	2-1/2%
776	2.	10 completed years of service	5%
777	3.	15 completed years of service	7-1/2%
778	4.	20 completed years of service	10%
779	5.	24 completed years of service	12-1/2%
780	6.	29 completed years of service	15%

781

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

785 1. Authorized leave of absence including disability leave at employee's request:
786 From date of initial employment less time for leave of absence. The
787 employee's anniversary date will also be changed to reflect the time
788 utilized for that leave.

789 NOTE: The use of accumulated paid leave (i.e. sick, vacation, personal) shall
790 be considered time worked.

791 2. Resignation and subsequent rehiring

792 If a person resigns and is rehired within one (1) year of his resignation, he shall
793 be allowed to work five (5) consecutive years and then have his time bridged back to his
794 original hiring date and all benefits and longevity pay shall be forthcoming.

795 3. Military Service
796 Employment shall be considered as uninterrupted except no credit shall be
797 allowed for service in the Armed Forces.

798 4. Disciplinary Action
799 No credit shall be allowed for the amount of time lost due to a disciplinary
800 action.

801 C. Longevity shall be paid on a bi-weekly basis as part of the regular pay.

802

803

ARTICLE XXI

804

PROFESSIONAL EMPLOYEE RIGHTS

805 A. Training, Travel and Professional Organization Dues

806 Professional employees shall be defined as those employees within the categories of
807 WC-1, WC-2 and WC-3. The Township shall be responsible for all registration fees, sundry
808 expenses, and release time for seminars, workshops, and lectures and/or other programs for
809 mandated professional improvement or maintenance of required professional certification for
810 those employees who only utilize their professional license for their Township of Old Bridge
811 employment. The Township shall only pay its pro rata share of these expenses for employees
812 who utilize their professional licenses in one or more other municipalities (example: if an
813 employee works in one other municipality the Township of Old Bridge shall only reimburse
814 half the costs outlined in this section. Non-required seminars, workshops, and lectures shall
815 be considered by the Township Business Administrator for reimbursement at his discretion.
816 Mileage, travel and other related expenses from such mandated sessions shall be paid by the
817 Township. The mileage rate shall be the current IRS maximum.

818 Membership in at least one (1) appropriate professional organization shall be paid in
819 full by the Township.

820 B. Save Harmless

821 Employer agrees to indemnify and hold employees harmless from any liability which
822 employees may incur arising out of performance of his duties pursuant to this contract.
823 Employer further agrees to provide the employee with the necessary means for the defense of
824 any action or legal proceeding arising out of or incidental to the performance of his duties, but
825 not for his defense in any proceeding arising out of or commenced against him by the
826 Township of Old Bridge or any instrumentality thereof, or other disciplinary proceeding
827 instituted against him by the employer or in any criminal proceeding instituted as a result of a
828 complaint by the employer.

829

830 **ARTICLE XXII**

831 **FULL-TIME TEMPORARY EMPLOYEES**

832 A. Except as hereafter limited, all provisions of the existing master Agreement shall
833 apply to those individuals classified at their date of hire as full-time temporary employees.
834 Full-time temporary is defined as those employees filling designated full-time positions
835 within the bargaining into for a period of one (1) year or less. No position within the
836 Township shall be so categorized for a period exceeding one (1) year.

837 B. All full-time temporary employees shall be hired at the appropriate probationary rate
838 for an existing job classification and remain there for the duration of the service as a
839 temporary in the position. The terms and conditions of employment for any newly created
840 full-time temporary position shall be posted and negotiated with the Union.

841 C. In the event an individual hired as a full-time temporary obtains permanent full-time
842 employment with the Township, time served as a temporary shall count toward that person's
843 probationary period. No person hired as a temporary shall attain status as a permanent full-
844 time employee in any position within the Township until the job posting procedures contained
845 within this contract have been satisfied.

846 D. Upon obtaining permanent employment within the Township, time served as a full-
847 time temporary employee shall count toward seniority and longevity in accordance with
848 Articles VII and XXIII of the master Agreement.

849 E. Should it become necessary for the Township to lay-off employees, full-time
850 temporary employees shall be laid off before any permanent employees.

851 F. Full-time temporary employees shall accrue one (1) sick day per month.

852 G. Provisions of Article XVI, Bereavement Leave, shall become applicable 90 calendar
853 days after the first day of service of a full-time temporary employee.

854 H. Provisions of Article XXIII, Professional Employee Rights, shall not be applicable to
855 full-time temporary employees.

856 I. After sixty (60) days' employment as a full-time temporary, each employee shall
857 receive one (1) vacation day for each two (2) months' continuous employment thereafter, to a
858 maximum of five (5) days per year. Upon obtaining permanent full-time employment, such
859 employees shall be covered under Article XIII of the master Agreement and treated as
860 permanent employees with vacation time computed from the original date their employment
861 commenced.

862

863

ARTICLE XXIII

864

SEPARABILITY AND SAVINGS

865

A. If any provision of the Agreement or any application of this Agreement to any

866

employee or group of employees is held to be invalid by operation of law or by a court or

867

other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other

868

provisions shall not be affected thereby and shall continue in full force and effect.

869

B. Should any provision be found contrary to the law, such provision shall no longer

870

serve as operative. Should a change in the law reserve such a standing, the inoperative

871

section shall, from that point forward, be in full force once again.

872

873

ARTICLE XXIV

874

PERMANENT PART-TIME EMPLOYEES

875

R E S E R V E D

876

ARTICLE XXV

877

EDUCATION STIPEND

878

879

880

881

882

883

ARTICLE XXVI

884

ACCRUAL OF BENEFITS

885

886

887

888

ARTICLE XXVII

889

DURATION OF AGREEMENT

890

891

892

893

894

895

896

897

If an employee receives prior written approval from the Township Administrator to take a particular course or the employee is required by the Township to take a particular course, upon successful completion of said course, the employee shall be reimbursed for the cost of said course.

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

This Agreement shall be in full force and effect retroactively “unless expressly noted herein” from July 1, 2008 and until it expires on December 31, 2011.

Negotiations for a successor agreement shall commence no later than July 15, 2011. It is understood that should a new agreement not be settled prior to the expiration of this contract, all benefits and terms contained herein shall remain in full force and effect.

IT IS UNDERSTOOD that this incorporates all amendments, additions, or deletions to the Agreement between the parties for the period July 1, 2008 through December 31, 2011, and it is further understood that, unless expressly noted herein, all other contract provisions

898 which were in effect as of June 30, 2008 and all other terms and conditions so enjoyed shall
899 continue in full force and effect.

900

901 FOR THE TOWNSHIP

902

903

904

905

906

907

908

909

910

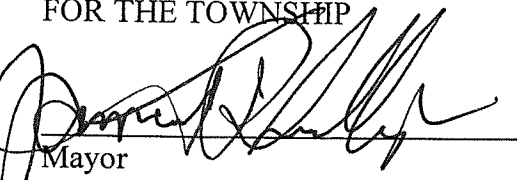
911

912

913

914

915



Mayor

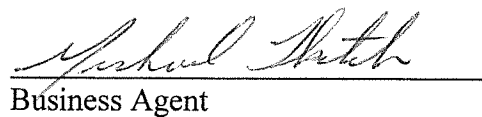
Dated: 10-6-10



Business Administrator

Dated: 10-6-10

FOR THE UNION:



Business Agent

Dated: 10-6-10



Steward

Dated: 10/6/10