

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF OLD BRIDGE**

**AND**

**OLD BRIDGE MUNICIPAL EMPLOYEES SUPERVISORS ASSOCIATION**

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**JULY 1, 2004 through JUNE 30, 2008**

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**TABLE OF CONTENTS**

	PAGE
1	
2	
3	
4	
5	PREAMBLE..... 1
6	
7	ARTICLE I-RECOGNITION ..... 1
8	
9	ARTICLE II-NEGOTIATIONS PROCEDURE..... 1
10	
11	ARTICLE III-EMPLOYEE’S RIGHTS..... 2
12	
13	ARTICLE IV-GRIEVANCE PROCEDURE..... 3
14	
15	ARTICLE V-UNION RIGHTS..... 5
16	
17	ARTICLE VI-HEALTH INSURANCE..... 6
18	
19	ARTICLE VII-SENIORITY ..... 10
20	
21	ARTICLE VIII-NO STRIKE PLEDGE..... 11
22	
23	ARTICLE IX-SICK LEAVE ..... 12
24	
25	ARTICLE X-BEREAVEMENT LEAVE ..... 13
26	
27	ARTICLE XI-HOLIDAYS ..... 14
28	
29	ARTICLE XII-CLOTHING ALLOWANCE..... 15
30	
31	ARTICLE XIII-OPERATIONAL SAFETY ..... 15
32	
33	ARTICLE XIV-WORK SCHEDULES AND HOURS
34	OF WORK AND OVERTIME ..... 15
35	
36	ARTICLE XV-LONGEVITY ..... 16
37	
38	ARTICLE XVI-VACATION..... 17
39	
40	ARTICLE XVII-WAGES ..... 18
41	
42	ARTICLE XVIII MANAGEMENT RIGHTS ..... 18
43	
44	ARTICLE XIX ACCRUAL OF BENEFITS ..... 19
45	
46	DURATION OF AGREEMENT ..... 20

47  
48  
49  
50  
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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 the Old Bridge Municipal Employees Supervisors Association (hereinafter known as the “Association”).

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 the Old Bridge Municipal Employees Supervisors Association as the sole and exclusive representative of all eligible municipal supervisors within the municipality working in the Public Works and Sanitation Department.

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 15th 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

76 to the Township council and members of the Old Bridge Public Works and Sanitation Union  
77 for ratification, decision, or vote. Any agreement of the parties shall be reduced to writing  
78 and shall become the contractual Agreement.

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

80 D. The employer shall make no changes unilaterally in any terms and conditions  
81 of employment as are bargainable under Chapter 123, Public Employer-Employee Relations  
82 Law of 1974 and case law following.

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### ARTICLE III

#### EMPLOYEE RIGHTS

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

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

102 C. The Township and the Union agree that there shall be no discrimination, and  
103 that all practices, procedures, and policies of the Township shall not discriminate in the hiring

104 training, assignment, promotion, or discipline of employees, or in the administration of this  
105 Agreement on the basis of race, creed, color, religion, sex, age, national origin, marital status  
106 or political affiliation.

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## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. DEFINITION

114 A “grievance” is a complaint about the interpretation, application, or alleged violation  
115 of policies, agreements or administrative decisions affecting any employee or group of  
116 employees.

#### B. PURPOSE

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

#### C. PROCEDURE

##### 1. Level One

123 An employee with a grievance should first discuss it with his immediate supervisor,  
124 either directly or through the Union’s representative, with the objective of resolving the  
125 matter informally.

##### 2. Level Two

127 If the aggrieved person or group is not satisfied with the disposition of the grievance at  
128 Level one, or if no answer has been rendered within three (3) working days following its  
129 presentation, it shall be reduced to writing and submitted to his immediate supervisor.

##### 3. Level Three

131 If no satisfactory agreement is reached within five (5) days, or if no written response  
132 has been received, the grievance shall be submitted to the appropriate Department Head.

133                           4.       Level Four

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

141                           5.       Level Five

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

150                   D.       Miscellaneous

151                   1.       All grievances filed must show the signature of the Union's designated  
152 Grievance Chairperson or President except where the grievant is representing himself.

153                   2.       All decisions rendered in the Grievance Procedure except at Level one  
154 shall be in writing, setting forth the decisions and the reason(s) therefore, and shall be  
155 submitted in accordance with Paragraph C. of this Article.

156                   3.       All hearings and meetings in this procedure shall be confidential and  
157 not conducted in public.

158                   4.       Any aggrieved person may be represented at all Levels of the  
159 Grievance Procedure by himself, or by a representative approved by the Union. Copies of any

160 unofficial grievance submitted by an individual shall be forwarded by the Employer to the  
161 Union. When a grievant is not represented by the Union, the Union shall be present to offer  
162 its position and safeguard the integrity of the contract on all Levels of the Procedure. It shall  
163 be the responsibility of the Employer to inform the Union, in writing, in the event a grievance  
164 is filed by an individual acting without Union representation. This Agreement in no way  
165 limits the right of an individual to confer with his Employer on any matter of mutual concern.  
166 No such problem shall be remedied in such a manner as to conflict with or modify any  
167 provision of this Agreement.

168           5.     The aggrieved will have fifteen (15) calendar days to file a grievance at  
169 Level One after a situation arises.

170           6.     Grievance hearings will be held at times and locations convenient to  
171 both parties and if held during working hours, the employee shall suffer no loss of pay.

172           7.     All reference to “days” herein shall mean working days unless  
173 otherwise noted.

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## ARTICLE V

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### UNION RIGHTS

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#### A.     UNION DUES DEDUCTION

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179           1.     The Township agrees to deduct from the salaries of its employees,  
180 subject to this Agreement, dues for the Old Bridge Municipal Employees Supervisors  
181 Association. Such deduction shall be made in compliance with Chapter 310, Public Laws of  
182 1967, N.J.S.A. 52:14-15.9 (E), as amended. Paid money, along with any records of  
183 corrections, shall be transmitted to the Union official so designated as Secretary or Treasurer  
184 after each pay period.

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185           2.     The amount of annual dues shall be certified each year in the month of  
January with the appropriate Township office. The Township agrees to adjust the amount of

186 dues deducted from each employee, commencing with the January pay period, at the newly  
187 certified rate.

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

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

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

198 D. The Township will implement a fair share representation fee equal to eighty-  
199 five percent (85%) of the Association dues, initiation fees and assessments, which shall be  
200 withheld in accordance with the law. The Association shall indemnify the Township from all  
201 liability resulting from and/or caused by dues deduction or fair share representation fees.

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## ARTICLE VI

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### HEALTH INSURANCE

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206 A. 1. (a) All employees and their spouses and children shall be covered  
207 under the Horizon BCBSNJ Blue Card PPO; a prescription plan covering one hundred  
208 percent (100%); a dental plan which covers eighty percent (80%) of Class A and Class  
209 B services with a maximum of two thousand dollars (\$2,500.00) for regular coverage  
210 and Three Thousand Dollars (\$3,000) for orthodontia. The employer shall continue to



211 pay 100% of the cost of the premiums of such plans. The Township shall not be  
212 responsible for the \$25.00 deductible of the plan.

213 (b) A Point of Service program (POS) shall be available for any  
214 employee who voluntarily decides to utilize said program.

215 2. An H.M.O. Dental Plan shall be made available at the employer's  
216 option as an alternative to the traditional dental plan.

217 3. Any employee shall have the option of surrendering coverage under the  
218 above-provided health and hospitalization coverage. Any employee who surrenders  
219 said coverage for 12 consecutive months shall receive a cash payment equal to half of  
220 the Township's cost for the benefit. Said payment shall not be incorporated into the  
221 base pay, and shall not be pensionable. The employee must provide the Township  
222 with written notice of their intent prior to the commencement of the 12 month period.  
223 In order to qualify for this payment, the employee will be required to provide proof of  
224 other health insurance coverage. Payment shall be made bi-weekly during the normal  
225 pay periods of which said coverage was surrendered.

226 Surrendering coverage for the following year shall not be considered  
227 automatic. Conversely, every employee shall be considered and shall be so covered  
228 unless and until such time as an employee shall affirmatively notify the Township to  
229 the contrary.

230 B. All employees, their spouses, and children shall be covered by the following  
231 prescription plan, one hundred percent (100%) of the cost of such plan shall be paid by the  
232 Township:  
233

234 Twelve (\$12.00) Dollar co-pay for non-generic prescriptions.

235 Five (\$5.00) Dollar co-pay for generic prescriptions.

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

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

244 Effective January 1, 2008, the first sixty (60) calendar days of absence as a  
245 result of a non-job related injury shall be borne by the employee. The employee must utilize  
246 accumulated paid leave to cover those first sixty (60) calendar days (i.e. sick, vacation,  
247 floating holiday, etc.) The next thirty (30) calendar days are picked up by the employer at  
248 two-thirds (2/3) the employee's current rate of pay, less any additional monies received from  
249 Township paid benefits or outside work.

250 Employees are required to provide verification from a health care provider for  
251 all leave provided for in this section. The Township may at any time require an employee  
252 submit to a fitness for duty exam by a township appointed physician for leave provided for in  
253 this section.

254 Employees hired after May 1, 2006 shall not be eligible for the two-thirds (2/3)  
255 intermediate benefits outlined above in this section.

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

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

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

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

265 F. Upon retirement any employee who has completed twenty-five (25) years of  
266 employment with the Township shall have the option of retaining all of the Health/Medical  
267 insurance benefits as provided in, Section A, excluding long term disability, with one hundred  
268 percent (100%) of the appropriate premium paid for by the Township.

269 Upon retirement, all retirees shall sign a Coordination of Health Benefits  
270 Agreement. In the event that the retiree becomes re-employed in any capacity, where such  
271 employer provides health benefits for which the retiree is eligible, and the retiree is not  
272 required to contribute to the cost of those benefits, said re-employed retiree shall be required  
273 to obtain such coverage as their primary insurance. The Township shall maintain the  
274 coverage outlined in this Article as a secondary insured. Any retiree found in violation of this  
275 section shall be liable for all medical expenses incurred during such time of violation.

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

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

286 coverage provided in the section as a secondary insured. Any employee found in violation of  
287 this section shall be liable for all medical expenses incurred during such time of violation.

288 I. Employees injured on the job shall continue to receive full salary and  
289 health/medical benefits as provided by this agreement, less any worker's compensation  
290 benefits received, for a maximum period of one (1) year.

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## ARTICLE VII

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### SENIORITY

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#### A. RIGHTS OF SENIORITY

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

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#### B. ACCRUEMENT

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

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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.

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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 Association covenants and agrees that during the term of this Agreement that neither the Association 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 Association 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 the Association 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 Association shall in no way be held liable for any individual or concerted action taken by members of the bargaining unit.

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ARTICLE IX

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SICK LEAVE

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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, son, daughter, and other blood relative residing in the employee's household.

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B. All employees 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.

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C. Employees hired on or before July 1, 1982 shall be paid for up to a maximum of two hundred eighty (280) days accrued sick time upon retirement. However, in no event shall said payment exceed thirty thousand (\$30,000.00) dollars. Any employee who has more than thirty thousand (\$30,000.00) 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. The Township has the option to pay for two weeks or ten 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.

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D. 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. The same options for both the

362 Township and the employee, regarding the purchase of sick time accrued, listed in Section C  
363 above shall be applicable.

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

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

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

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

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## ARTICLE X

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### BEREAVEMENT LEAVE

385 A. Five (5) days bereavement leave shall be provided to each employee without  
386 deduction of pay for each occurrence of death in the employee's or the employee's spouse's  
387 immediate family. The five (5) days shall be work days. The immediate family shall be  
388 defined as father, mother, stepfather, stepmother, brother, sister, stepbrother, stepsister,

389 grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson,  
390 granddaughter, mother-in-law, sister-in-law, spouse's grandparents, or any other relative  
391 within the household of the employee.

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

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## ARTICLE XI

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### HOLIDAYS

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

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1. New Year's Day

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2. Martin Luther King Day

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3. Lincoln's Birthday

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8. Labor Day

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4. President's Day

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9. Veteran's Day

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5. Good Friday

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10. Thanksgiving Day

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6. Memorial Day

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11. Day after Thanksgiving  
(Friday)

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7. Independence Day

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12. Christmas Day

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



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ARTICLE XII

CLOTHING ALLOWANCE

Each employee shall receive a clothing maintenance allowance of one thousand dollars (\$1,000.00). Effective July 1, 2003 the clothing allowance shall be increased by fifty (\$50.00) to one thousand fifty dollars (\$1,050). Such allowance shall be paid during the first pay period in November.

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 Department

1. Employees shall work an eight-hour day. They shall receive one and one-half (1 1/2) 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 1/2) times their regular rate of pay for all work performed on a Saturday and one and one-half (1 1/2) 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.

449 B. MISCELLANEOUS

450 1. Any employee who is called to work during their non-scheduled time  
451 shall receive a minimum of two (2) hours pay at time and one-half if starting their call-  
452 in assignment before 11:00 P.M. and a minimum of three (3) hours pay at time and  
453 one-half if starting their call-in assignment after 11:00 P.M. Employees called in to  
454 work on any of the holidays specified in this Agreement or on nonscheduled time on a  
455 Saturday or Sunday, shall receive a minimum of three (3) hours pay at time and one-  
456 half.

457 2. Said call-in overtime shall be offered on a rotating basis, according to  
458 posted seniority list within each department. In emergency situations management  
459 reserves the right to call the closest available departmental employee. A refused call  
460 will place the employee's name on the bottom of the list. An employee that accepts an  
461 overtime assignment must perform the assignment he accepts or be immediately sent  
462 home, in which event Paragraph one of this Article will not apply.

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464 ARTICLE XV

465 LONGEVITY

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

- 468 1. 5 years service ..... 2.5%  
469  
470 2. 10 years service ..... 5%  
471  
472 3. 15 years service ..... 7.5%  
473  
474 4. 20 years service ..... 10%  
475  
476 5. 25 years service ..... 12.5%  
477  
478 6. 30 years service ..... 15%  
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480           B.     Consecutive years in service shall be computed from the date of initial full-  
481 time employment by the Township, except where service was interrupted. In such cases,  
482 consecutive years service shall be computed as follows:

483                 1.     Resignation and subsequent rehiring-if a person resigns and is rehired  
484 within one (1) year of his resignation, he shall be allowed to work five (5) consecutive years  
485 and then have his time bridged back to his original hiring date and all benefits and longevity  
486 pay shall be forthcoming.

487                 2.     Military Service-employment shall be considered as uninterrupted  
488 except no credit shall be allowed for service in the Armed forces.

489                 3.     Disciplinary action-no credit shall be allowed for the amount of time  
490 lost due to a disciplinary action.

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

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## ARTICLE XVI

494

### VACATION

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

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

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

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

505                 D.     Carrying Over of Vacation. One (1) week's vacation may be carried over into  
506 the following year with the approval of the Township Administrator.

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

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ARTICLE XVII

512

WAGES

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

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Hourly Rates:

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	<u>Foreman</u>	<u>Asst. Dir. P.W.</u>
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7/1/04 – 6/30/05	\$29.63	\$34.96
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519

7/1/05 – 6/30/06	\$30.67	\$36.18
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520

7/1/06 - 6/30/07	\$31.74	\$37.45
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521

7/1/07 – 6/30/08	\$32.85	\$38.76
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ARTICLE XVIII

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MANAGEMENT RIGHTS

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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-

528

1 et seq. or any Federal and/or State Constitution, Law and Statute, any County and/or any

529

Municipal Ordinance and/or Resolution, including any Municipal Rule and/or Regulation

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conferred upon and vested to the Township of Old Bridge prior to and including the date of

531

the signing of this Collective Bargaining Agreement herein.

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ARTICLE XIX

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ACCRUAL OF BENEFITS

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Any employee absent for more than one year shall not accrue any benefits provided

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for under the Collective Bargaining Agreement.

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DURATION OF AGREEMENT

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2006 shall be in full force and effect from July 1, 2004 and until its expiration on June 30, 2008.

Negotiations for a successor Agreement shall commence no later than March 30, 2008.

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.

For the Township:

For the Association:

\_\_\_\_\_  
James T. Phillips, Mayor  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_