

**A G R E E M E N T**

Between

**THE TOWNSHIP OF OLD BRIDGE**

And

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

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**July 1, 2002 through June 30, 2004**

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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, (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.

**ARTICLE II**  
**NEGOTIATING 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 an 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 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.
- 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.
- D. Negotiations will be held at times and locations convenient to both parties.
- 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.

## 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.

2. LEVEL TWO

If the aggrieved person or group is not satisfied with the disposition of their grievance at LEVEL ONE, it shall, within five (5) working days be reduced to writing by that person and submitted to their Department Head.

3. LEVEL THREE

Should no acceptable agreement be reached within five (5) days of submission to the Department Head, the grievance shall be submitted to the Business Administrator who will have five (5) working days to render a decision in writing.

4. LEVEL FOUR

Should no satisfactory decision be reached at the Business Administrator's level, or should no response be received within the specified five (5) days the Union may submit the grievance to arbitration. Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employee Relations Commission (PERC). Both parties agree that the decision of the arbitrator shall be final and binding upon all parties. The cost of such arbitration shall be borne equally by the Union and the Township. The arbitrator shall not change, limit, or modify this Agreement.

D. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### **ARTICLE IV**

#### **EMPLOYEES' RIGHTS**

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

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

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

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

## **ARTICLE V**

### **UNION RIGHTS**

A. Union Dues Deduction

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

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

2. The 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 dues deducted from each Employee, commencing with the January pay period, at the newly certified rate.

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

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

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

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

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

## ARTICLE VI

### **HEALTH INSURANCE**

A. The Township shall pay the sum of nine hundred forty-one dollars (\$941.00) per month, per employee in the bargaining unit who is receiving health benefits from the Teamsters Local No. 469 Health and Welfare Fund, to the Teamsters Local No. 469 Health and Welfare Fund. The Teamsters Local No. 469 Health and Welfare Fund shall be responsible for providing all health benefits to those bargaining unit employees who are not in an HMO and are eligible to participate in the Local No. 469 Health and Welfare Fund. The HMO programs shall be modified to provide for a five (\$5.00) dollar co-payment for each physician visit.

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

The Township shall pay the sum of one hundred sixty-two dollars (\$162.00) per bargaining unit employee enrolled in the Township, HMO, per month for the purpose of providing dental, vision, and prescription drug benefits to those employees.

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

B. Any bargaining unit employee not actively working for the Township on the date of settlement of this Collective Bargaining Agreement shall continue to be covered by the

Township insurance program until said employee returns to work. At the time said employee returns to work, the employee shall be covered by the Teamsters Local No. 469 Health and Welfare Fund in accordance with Section A above.

C. The monthly health and welfare fund contribution of nine hundred forty-one dollars (\$941.00) a month shall remain in effect until June 30, 2004. At that time the Fund may be allowed to increase the monthly contribution per employee a maximum of 10% per month, providing the Fund can justify said increase to the Township.

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

E. Long Term Disability Pay

The first thirty (30) calendar days of absence as a result of a non-job related injury shall be borne by the employee. The next sixty (60) calendar days are picked up by the employer at two-thirds (2/3) the employee's current rate of pay to a maximum of fifteen hundred (\$1500) per two-weeks pay period, less any additional monies received from Township paid benefits or outside work. At the end of one (1) year from the date the non-job related injury was incurred, the above payments, health benefits and employment shall terminate.

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

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

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

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

## ARTICLE VII

### **SENIORITY**

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

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

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

1. Authorized leave of absence at the Employee's request: From the date of initial employment less time for leave of absence.
2. Lay-off: From the date of initial hire to date of recall less time while on period of lay-off.
3. Military service: Employment shall be considered as uninterrupted, except that no credit shall be allowed for service in the Armed Forces.
4. Disciplinary action: No credit shall be allowed for employment interruption due to disciplinary action.

C. Resignation and subsequent rehiring: No accumulation of service shall be allowed, and consecutive employment shall be computed only from the last date of uninterrupted employment.

D. For purposes of determining length of service for benefits and seniority, part-time employment shall be calculated on a pro rata basis.

### **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 this community, and that there should be no interference with such operation.

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

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



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

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

## **ARTICLE IX**

### **LAY OFFS AND RECALLS**

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

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

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

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

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

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

E. Employee Job Certification

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

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

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

4. The job classifications shall be as follows:

CATEGORY WC 1

A LINE - Building Code Enforcement  
Zoning Code Enforcement  
C LINE - Program Supervisor

CATEGORY WC 2

A LINE Engineer III  
B LINE Engineer II  
C LINE Engineer I  
D-1 LINE Project Coordinator/Engineering  
D LINE Engineer Technician IV  
E LINE Engineer Technician III  
F LINE Engineer Technician II  
G LINE Engineer Technician I  
H LINE Sub Code Official

CATEGORY WC 3

D LINE - Psychologist  
E LINE - Senior Sanitary Inspector  
F LINE - Accountant  
G LINE - Deputy Tax Assessor  
Assistant Tax Assessor  
I LINE - Field Inspector Assessor

F. Bumping Rights

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

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

G. Recall

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

**ARTICLE X**

**EVALUATION AND APPEAL PROCEDURES**

A. Evaluation Procedures

1. Each employee shall be evaluated at least annually by an evaluator designated by the Business Administrator in writing to each employee. Such evaluations shall be in writing and shall be completed prior to December 1.

2. Each employee shall be given a copy of his/her evaluation and shall sign the official file copy prior to its being placed into the employee's personnel file. Such signature shall only serve as record of receipt and review by the employee and shall not constitute agreement with said evaluation.

3. Each employee shall have the right to attach a response to his/her evaluation within fourteen (14) working days of its receipt. Such response shall be physically coupled with the evaluation and shall be considered part of the evaluation.

4. Each employee, or evaluator, shall have the right to request a conference to discuss the evaluation.

5. If an employee is doing unsatisfactory work or exhibits areas of deficiencies, he/she shall be notified, counseled, and afforded adequate time to improve. If the employee is being considered for action due to poor evaluation report(s), including withholding of the annual increment or discharge, he/she shall be so informed on the evaluation and shall be afforded three (3) months to improve. Upon reaching the end of the three month period a complete reevaluation shall be done. This shall not apply to probationary employees.

6. Any action taken under this provision shall be subject to the appeals procedure established herein. This Article in no way shall prohibit management from taking steps necessary to discipline employees who may violate the “rules of the shop.” Those actions shall be subject to the grievance procedure.

#### B. Appeal Procedure

1. If action is recommended as a result of an evaluation(s), such recommendation shall be appealable to the Township Business Administrator. The Administrator shall review the case and shall meet with the employee and, if so requested by the employee, his/her representative. The Township Administrator shall render a written decision within five (5) working days of the meeting. Such decision may either uphold, modify or dismiss the initial recommendation for action.

2. If the recommendation for action is either upheld or modified and implemented by the Business Administrator, the employee may appeal to the Appeal Board as hereafter established. The decision of the Appeal Board shall be final on all parties.

3. The Appeal Board shall be made up of three individuals:

(a) A representative of the Township. (Said representative shall not be an elected official or someone directly involved in the case.)

(b) A representative for the Union. (Said representative shall be appointed by the Union and shall not have been involved with the case or shall not work within the same department as the employee making the appeal.)

(c) A neutral third party, mutually selected by the Township and the Union, who has no connection with the Township nor is a Township resident. Said neutral party shall receive an annual stipend of not more than \$500.00 to be borne equally by the Township and the Union. Said neutral party should be available for two (2) appeal sessions: one following December 1 and one following June 1.

4. The Board shall render its decision in writing within five (5) working days of the appeal hearing and it shall be final and binding.

5. The hearing shall be conducted in accordance with the Rules and Regulations of the State Board of Mediation governing arbitrators.

## **ARTICLE XI**

### **JOB POSTINGS AND JOB DESCRIPTIONS**

A. All non-professional and professional personnel vacancies and/or new positions arising within the Township shall be advertised in accordance with state and federal law. All internal candidates shall be interviewed before outside candidates.

B. When an individual moves from one category to another within the year, said individual is to be placed on the proper salary step effective immediately.

C. Job Description

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

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

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

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

## ARTICLE XII

### **HOURS OF WORK AND OVERTIME**

- 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 35-hour work week which shall consist of five (5) seven (7) 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.
- 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.
- 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.
- 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.
- 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.
- 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



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

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

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

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

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

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

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

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

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

### **ARTICLE XIII**

#### **VACATION**

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

- A. All full-time employees shall be entitled to two (2) weeks after first year, three (3) weeks after five (5) years and four (4) weeks after ten (10) years.
- B. Employees shall be entitled to take individual vacation days upon one week (five (5) working days) written notice to the Department Head.
- C. Emergency use of vacation time shall continue as is current practice.
- D. Applicability

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

- E. Carrying Over of Vacation

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

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

#### **ARTICLE XIV**

#### **SICK LEAVE**

- A. Sick leave is to be considered an insurance type benefit, to be used when needed due

to personal illness or physical incapacity. Sick leave may be used for illness in an employee's immediate family, requiring the employee's attention. Immediate family is defined as: mother, father, grandparents, husband, wife, son, daughter and other blood relative residing in the employee's household.

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 and part of the employee's sick time bank.

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 (2) weeks or ten (10) working days of employees' accumulated sick time as of thirty (30) sick 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 bought 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.

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

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

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

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

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

## **ARTICLE XV**

### **CLOTHING ALLOWANCE**

A. All Traffic and Safety employees doing outside work shall receive a clothing allowance of seven hundred fifty dollars (\$750.00) per year effective July 1, 2002 and eight

hundred dollars (\$800.00) per year effective July 1, 2003. Each Traffic and Safety employee must possess two (2) summer uniforms, two (2) winter uniforms and safety shoes.

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

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

## **ARTICLE XVI**

### **BEREAVEMENT LEAVE**

A. Five (5) days bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's immediate family. The five (5) days shall be work days. The immediate family shall be defined as: father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law.

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

**ARTICLE XVII**

**MATERNITY LEAVE**

- A. It is understood that pregnancy shall be treated as any other disability and as such, shall be covered under the sick leave provision of the Agreement.
- B. An employee, upon request and submission of medical certification of pregnancy, take a leave of absence without pay. This leave may be for any time prior to the birth of the child and extend for six (6) months beyond the birth of the child. Request for leave shall be submitted to the Mayor along with the appropriate medical certification, and such request shall include the anticipated delivery date, the date upon which the leave shall end.
- C. Any employee may return to work prior to the end of their leave by supplying thirty (30) calendar days notice of their intent to return to work.
- D. Any pregnant employee shall not be forced to take a leave by her employer because of her pregnancy. If, however, the employer has evidence that her condition has critically hampered her performance, the employer may require the employee to be examined by the Township physician. Such examination shall be arranged during the employee's normal work schedule with all costs and expenses related thereto to be borne by the employer. The doctor shall report only whether or not the employee's pregnancy has disabled her from customary job/position, thus placing the employee under any applicable disability statutes and clauses.

**ARTICLE XVIII**

**MANAGEMENT RIGHTS**

- A. The Township of Old Bridge hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of

this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

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

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

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

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

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

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

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement and then only to the extent



such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

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

## **ARTICLE XIX**

### **SALARY ADMINISTRATION GUIDE**

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

1. A salary administration guide shall be developed based upon the current salary status of each employee.
2. The guide shall consist of salary Range I, Range II and Range III. Range I shall be established using the lowest salary in each job title. Range II shall be established using an agreed to mid-range figure and Range III shall be established using an agreed to top range category. The difference in each range shall be established at one thousand dollars (\$1,000) but shall not diminish the current wage level of any employee.
3. Upon receiving three (3) positive performance reports an employee shall move from Range I to Range II, or II to III, depending upon his current placement.
4. A performance report shall be prepared yearly by the Township Business Administrator based upon at least one (1) annual evaluation currently required by contract.

Any evaluation not completed, or any performance report not completed shall be considered positive and count toward movement through the Ranges.

5. Salary ranges shall be revised yearly to reflect the current negotiated across-the-board percentage increases and at no time shall the distance between the ranges be less than one thousand dollars (\$1,000). Effective July 1, 2002, the across-the-board percentage increase shall be 3.9 percent (see attached salary guides). Effective July 1, 2003, the across-the-board percentage increase shall be 3.9 percent (see attached salary guides).

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

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

## **ARTICLE XX**

### **HOLIDAYS**

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

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Friday following Thanksgiving
Good Friday	Christmas Day
Memorial Day	Two Floating Holidays
Independence Day	

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

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

## ARTICLE XXI

### LONGEVITY

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

1.	5 years service	2-1/2%
2.	10 years service	5%
3.	15 years service	7-1/2%
4.	20 years service	10%
5.	24 years service	12-1/2%
6.	29 years service	15%

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

1. Authorized leave of absence at employee's request

From date of initial employment less time for leave of absence.

2. Resignation and subsequent rehiring

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

3. Military Service

Employment shall be considered as uninterrupted except no credit shall be allowed for service in the Armed Forces.

4. Disciplinary Action

No credit shall be allowed for the amount of time lost due to a disciplinary action.

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

## **ARTICLE XXII**

### **PROFESSIONAL EMPLOYEE RIGHTS**

A. Training, Travel and Professional Organization Dues

Professional employees shall be defined as those employees within the categories of WC-1, WC-2 and WC-3. The Township shall be responsible for all registration fees, sundry expenses, and release time for seminars, workshops, and lectures and/or other programs for mandated professional improvement or maintenance of required professional certification.

Non-required seminars, workshops, and lectures shall be considered by the Township Business Administrator for reimbursement at his discretion. Mileage, travel and other related expenses from such mandated sessions shall be paid by the Township. The mileage rate shall be the current IRS maximum.

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

B. Save Harmless

Employer agrees to indemnify and hold employees harmless from any liability which employees may incur arising out of performance of his duties pursuant to this contract.

Employer further agrees to provide the employee with the necessary means for the defense of any action or legal proceeding arising out of or incidental to the performance of his duties, but not for his defense in any proceeding arising out of or commenced against him by the

Township of Old Bridge or any instrumentality thereof, or other disciplinary proceeding instituted against him by the employer or in any criminal proceeding instituted as a result of a complaint by the employer.

### **ARTICLE XXIII**

#### **FULL-TIME TEMPORARY EMPLOYEES**

- A. Except as hereafter limited, all provisions of the existing master Agreement shall apply to those individuals classified at their date of hire as full-time temporary employees. Full-time temporary is defined as those employees filling designated full-time positions within the bargaining unit for a period of one (1) year or less. No position within the Township shall be so categorized for a period exceeding one (1) year.
- B. All full-time temporary employees shall be hired at the appropriate probationary rate for an existing job classification and remain there for the duration of the service as a temporary in the position. The terms and conditions of employment for any newly created full-time temporary position shall be posted and negotiated with the Union.
- C. In the event an individual hired as a full-time temporary obtains permanent full-time employment with the Township, time served as a temporary shall count toward that person's probationary period. No person hired as a temporary shall attain status as a permanent full-time employee in any position within the Township until the job posting procedures contained within this contract have been satisfied.
- D. Upon obtaining permanent employment within the Township, time served as a full-time temporary employee shall count toward seniority and longevity in accordance with Articles VII and XXIII of the master Agreement.

- E. Should it become necessary for the Township to lay-off employees, full-time temporary employees shall be laid off before any permanent employees.
- F. Full-time temporary employees shall accrue one (1) sick day per month.
- G. Provisions of Article XVI, Bereavement Leave, shall become applicable 90 calendar days after the first day of service of a full-time temporary employee.
- H. Provisions of Article XXIII, Professional Employee Rights, shall not be applicable to full-time temporary employees.
- I. After sixty (60) days' employment as a full-time temporary, each employee shall receive one (1) vacation day for each two (2) months' continuous employment thereafter, to a maximum of five (5) days per year. Upon obtaining permanent full-time employment, such employees shall be covered under Article XIII of the master Agreement and treated as permanent employees with vacation time computed from the original date their employment commenced.

#### **ARTICLE XXIV**

##### **SEPARABILITY AND SAVINGS**

- A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. Should any provision be found contrary to the law, such provision shall no longer serve as operative. Should a change in the law reserve such a standing, the inoperative section shall, from that point forward, be in full force once again.

**ARTICLE XXV**

**PERMANENT PART-TIME EMPLOYEES**

R E S E R V E D

**ARTICLE XXVI**

**EDUCATION STIPEND**

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.

**ARTICLE XXVII**

**ACCRUAL OF BENEFITS**

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

**ARTICLE XXVIII**

**DURATION OF AGREEMENT**

This Agreement shall be in full force and effect retroactively from July 1, 2002 and until its expiration on June 30, 2004.

Negotiations for a successor agreement shall commence no later than February 15, 2004. 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, 2002 through June 30, 2004 and it is further understood that, unless expressly noted herein, all other contract provisions which were in effect as of June 30, 2002 and all other terms and conditions so enjoyed shall continue in full force and effect.

FOR THE TOWNSHIP

FOR THE UNION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_