

AGREEMENT

BETWEEN

THE TOWNSHIP OF OLD BRIDGE

AND

OLD BRIDGE MUNICIPAL EMPLOYEES SUPERVISORS ASSOCIATION

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 (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

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

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

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

ARTICLE III

EMPLOYEE RIGHTS

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

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

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

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

ARTICLE IV
GRIEVANCE PROCEDURE

A. DEFINITION

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

B. PURPOSE

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

C. PROCEDURE

1. Level One

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

2. Level Two

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

3. Level Three

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

4. Level Four

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 or his/her designee (said designee shall have full power and authority to remedy said grievance). A meeting shall be conducted between the Business Administrator or his/her designee and the Union within ten (10) days of the receipt of the grievance. The Business Administrator or designee shall respond in writing stating the answer to the grievance(s), along with findings and reasons, ten (10) days following the conclusion of said hearing.

5. Level Five

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

D. Miscellaneous

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

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

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

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

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

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

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

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

ARTICLE V

UNION RIGHTS

A. UNION DUES DEDUCTION

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

2. The 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 Association. The Township further agrees to honor any new employee, and/or any new member upon notice as the occasion may occur. Membership lists will also be provided by management during the month of January.

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

C. The Association President shall have the option of being accompanied by an individual when asked to meet with the employer on Association 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 Association dues, initiation fees and assessments, which shall be withheld in accordance with the law. The Association shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fees.

ARTICLE VI

HEALTH INSURANCE

A. 1. (a) All employees and their spouses and children shall be covered under the Horizon BCBSNJ Blue Card PPO; a prescription plan covering one hundred percent (100%); a dental plan which covers eighty percent (80%) of Class A and Class B services with a maximum of two thousand dollars (\$2,000.00) for orthodontia.

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

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

3. Any employee shall have the option of surrendering coverage under the above-provided health and hospitalization coverage annually in exchange for a lump sum cash payment of Two Thousand (\$2,000.00) Dollars. Said payment shall be made no later than January 30th of each year for which insurance is being surrendered. Each employee so opting shall notify the Township no later than November 1st of the year immediately preceding the affected year.

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

Any employee who had been covered and had opted out of said coverage for one (1) or more years and subsequently determines not to opt out for a future year shall be covered irrespective of any pre-existing condition.

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

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

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

C. All employees, their spouses and children shall be covered by a Dental Plan which shall cover 80% of Class A, Class B services with a maximum of \$1,000 per year for each member and with a maximum of \$2,000 for orthodontia. The employer shall continue to

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

The Township shall have, at its discretion, the ability to offer a managed care (HMO) Dental Plan as an alternative choice to the traditional Dental Plan, with participation in said plan to be at the option of each employee.

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

E. LONG TERM DISABILITY PAY

The first thirty (30) calendar days are borne by the employee unless he or she is injured on the job in which event he or she receives full pay. The next sixty (60) days are picked up by the employer at two-thirds (2/3) the employee's current rate of pay to a maximum of \$1,500 per two (2) 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 injury was incurred, the above payments and health benefits shall terminate.

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

G. 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 Health/Medical insurance benefits as provided in, Section A, excluding long term disability, with one hundred percent (100%) of the appropriate premium paid for by the Township.

H. 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.

ARTICLE VII

SENIORITY

A. RIGHTS OF SENIORITY

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

B. ACCRUEMENT

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

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

ARTICLE VIII

NO STRIKE PLEDGE

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

B. The 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.

ARTICLE IX

SICK LEAVE

A. Sick leave is to be considered an insurance type benefit, to be used when needed due to personal illness or physical incapacity. Sick leave may be used for illness in an employee's immediate family, requiring the employee's attention. Immediate family is defined as: mother, father, grandparents, husband, wife, 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 as 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 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.

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 Section B, C and D 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. All unused sick days, up to the maximum number applicable accrued sick time, shall be paid to the employee's beneficiary upon the death of the employee

in accordance with Sections B, C, D and E above. Upon resignation, the employee shall be paid fifty percent (50%) of his/her accumulated sick days in accordance with Sections B, C, D, and E not to exceed 50% of the caps set forth in Sections B, C, D & E. This Article in no way shall limit the total number of days accruable for use by the employee as sick leave.

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

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

ARTICLE X

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, stepfather, stepmother, brother, sister, stepbrother, stepsister, grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, mother-in-law, sister-in-law, spouse's grandparents, or any other relative within the household of the employee.

B. 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 leave may be used if additional time is required. A relative outside the immediate family is defined as: aunt, uncle, niece, and nephew. One day leave shall be granted in the event of a death of the employee's first cousin. Such leave shall be granted up to and including the date of the funeral service. The employee's normally scheduled day off shall be included as bereavement leave in the event of a death of a relative outside the immediate family. Vacation time shall

not be included as an off day and any bereavement leave shall begin within two (2) weeks of the death of the person.

ARTICLE XI

HOLIDAYS

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

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

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

ARTICLE XII

CLOTHING ALLOWANCE

Each employee shall receive a clothing maintenance allowance of 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.

B. MISCELLANEOUS

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

2. Said call-in overtime shall be offered on a rotating basis, according to posted seniority list within each department. In emergency situations management reserves the right to call the closest available departmental employee. A refused call will place the employee's name on the bottom of the list. An employee that accepts an

overtime assignment must perform the assignment he accepts or be immediately sent home, in which event Paragraph one of this Article will not apply.

ARTICLE XV

LONGEVITY

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

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

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

1. 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 biweekly basis as part of the regular pay.

ARTICLE XVI

VACATION

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

A. All full-time employees 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. Permanent, part-time employees shall receive pro rata vacation of two (2) weeks.

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

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 Township Administrator.

ARTICLE XVII

WAGES

All Foremen represented by the Supervisors' Association shall receive base pay increases effective as follows:

July 1, 2002 – 3.9%

July 1, 2003– 3.9%

All Senior Foremen represented by the Supervisors' Association shall receive base pay increases effective as follows:

July 1, 2002 – 6.0%

July 1, 2003– 6.0%

ARTICLE XVIII

USE OF TOWNSHIP VEHICLES

All foremen will be supplied with a Township vehicle at any time they are expected to maintain emergency/on-call status during off time.

ARTICLE XIX

TOOL ALLOWANCE

The working foreman in charge of the mechanics shop shall have an established tool allowance account providing \$400.00 per calendar year. The tool allowance account shall be drawn upon at the discretion of each employee for the replacement of worn and/or missing tools. Tools purchased with monies from the tool allowance account shall become the property of the respective employee.

ARTICLE XX

ACCRUAL OF BENEFITS

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

DURATION OF AGREEMENT

This Agreement entered on this ___ day of _____, 2004 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 March 30, 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.

For the Township:

For the Association:

James T. Phillips, Mayor
