

Memorandum of Agreement

May 29, 2014

The negotiations committees of the Township of Old Bridge and Old Bridge United Service Workers Union (IUJAT) Local 255 agree to the terms of this Memorandum of Agreement, as set forth below.

- The parties acknowledge that these terms and conditions are subject to ratification, and the mediator retains jurisdiction.
- All parties agree to recommend these terms and conditions to their respective constituents for ratification.
- All issues agreed to prior to mediation shall be incorporated in the new agreement. All issues not previously agreed to and not mentioned herein are withdrawn. All other language in the expired agreement shall continue in the new contract and will remain status quo.

New Article: Duration of Agreement (XXIV): January 1, 2012 through December 31, 2015.

Article XXI - Salary:

- Effective 1/1/12: 0%
- Effective 1/1/13: 2%
- Effective 1/1/14: 2%
- Effective 1/1/15: 2%
- Effective at ratification of agreement by both parties, all employees shall receive a non-pensionable, non-compoundable payment of \$750.00, which shall not be added to any step in the salary guide.
- Effective on 1/1/16, all employees shall receive a non-pensionable, non-compoundable payment of \$750.00, which shall not be added to any step in the salary guide.

Article VI – Health Insurance:

Effective upon implementation by the Township:

A (1) (a) - Change to Advantage Modified EPO Plan (Summary Attached)

A (1) (b) – Change prescription co-pays to the following:

\$5.00 – generic

\$20.00 – brand-name

\$40.00 – non-preferred brand

Mail Order – 90-day supply = 1x above-noted co-pays

F - Add new provision: to provide that retiree medical coverage becomes secondary upon receipt of Medicare by qualifying employees.

New Section - The Township will use its best efforts to assist all employees to navigate through the process of transition to the new EPO Plan.

Grievance Arbitration Settlement:

- Kienhofet – To assume the title of Driver at the maximum salary as of 1/1/14, with an agreed upon payment of \$3,510.00 as full settlement.
- Lenning – To assume the title of Driver at the maximum salary, with no retroactive pay, and commensurate pay increase to be received as soon as possible after ratification by both parties.
- Ringled– To assume the title of Mechanic C at the maximum salary, with no retroactive pay, and commensurate pay increase to be received as soon as possible after ratification by both parties.
- Prospectively, if any employee is promoted from the maximum salary of any title, he shall be placed on the middle step of the new title. If an employee is promoted from the minimum or middle salary step of any title, he/she shall be placed on the minimum salary step of the new title. There shall be no decrease in salary when an employee is promoted.
- As part of this settlement, the union agrees to withdraw the grievance which is the basis of this dispute.

FOR THE TOWNSHIP

Date: 6/13/11

FOR THE UNION

Date: 6/2/11

Be it Resolved, by the Township Council of the Township of Old Bridge, County of Middlesex, New Jersey, that:

RESOLUTION NO. 235

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWNSHIP OF OLD BRIDGE AND OLD BRIDGE UNITED SERVICE WORKERS UNION (IUJAT) LOCAL 255

WHEREAS, the Township of Old Bridge and Old Bridge United Service Workers Union Local 255 (hereinafter 'Local 255') previously approved and executed a certain collective bargaining agreement entitled "Agreement between The Township of Old Bridge and The Old Bridge Public Works & Sanitation Union United Service Workers Union, I.U.J.A.T." for the period of July 1, 2009 to December 31, 2011 (hereinafter referred to as the "AGREEMENT"), a copy of which is on file in Clerk's office hereto and made a part hereof as Exhibit "A"; and


WHEREAS, the Township and Local 255 recognize that in accordance with the terms of the Agreement, that it remained effective to December 31, 2011, but the terms and conditions of same would continue in full force and effect until such time as a successor agreement was negotiated; and

WHEREAS, the Township and Local 255 have successfully negotiated a Memorandum of Agreement (hereinafter "MOA"), a copy of which is on file in Clerk's Office hereto as Exhibit "B", that identifies each Article of the Agreement that is being amended with the express understanding that all of other terms and conditions of the Agreement not amended by the MOA are to remain in full force and effect until December 31, 2015; and

WHEREAS, the Mayor and Township Administrator have recommended that the Township Council approve of the MOA.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Old

I certify the following to be a true and correct abstract of a resolution regularly passed at a meeting of the Township Council of the Township of Old Bridge


President Eleanor Debbie Walker

Date: June 16, 2014


Clerk of the Township of Old Bridge

Be it Resolved, by the Township Council of the Township of Old Bridge, County of Middlesex, New Jersey, that:

RESOLUTION NO. 235 2/2

Bridge, County of Middlesex and State of New Jersey that the Memorandum of Agreement dated May 29, 2014 and on file in the Clerk's Office hereto and executed by and between the Township of Old Bridge and Old Bridge United Service Workers (IULAT) Local 255 be and is hereby approved.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be provided to Old Bridge United Service Workers (IULAT) Local 255; and

BE IT FURTHER RESOLVED that a certified copy of this resolution together with a copy of the Memorandum of Agreement and Agreement be filed with the New Jersey Public Employees Relations Commission in accordance with N.J.S.A. 34:13A-8.2.

Moved by Councilman Cahill, seconded by Councilman Anderson and so ordered on the following roll call vote:

AYES: Councilmembers Anderson, Butler, Cahill, Greene, Mollis, Panos, Rosencranz, President Walker

NAYS: None.

I certify the following to be a true and correct abstract of a resolution regularly passed at a meeting of the Township Council of the Township of Old Bridge



President Eleanor Debbie Walker

Date: June 16, 2014



Clerk of the Township of Old Bridge

A G R E E M E N T

Between

THE TOWNSHIP OF OLD BRIDGE

and

**THE OLD BRIDGE PUBLIC WORKS & SANITATION UNION
UNITED SERVICE WORKERS UNION, I.U.J.A.T.**

July 1, 2009 through December 31, 2011

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59 This Agreement is made by and between the Township of Old Bridge, a
60 municipal corporation of the State of New Jersey (hereinafter referred to as the
61 Township), and the United Service Workers UNION, I.U.J.A.T. (hereinafter known
62 as the Union)

63 WHEREAS, the Township and the Union recognize that it will be for the
64 benefit of both to promote mutual understanding and foster a harmonious relationship
65 between the parties to the end that continuous and efficient service will be rendered to
66 and by both parties.

67 NOW, THEREFORE it is agreed as follows:

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ARTICLE I

70

RECOGNITION

71

The Township hereby recognizes the United Service Workers UNION,
72 I.U.J.A.T. as the sole and exclusive representative of all eligible Public Works and
73 Sanitation employees within the municipality.

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ARTICLE II

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NEGOTIATION PROCEDURE

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A. The parties agree to enter into collective negotiations over a successor
78 agreement in accordance with Chapter 123, Public Employer-Employee Relations Law
79 1974, and any subsequent changes in the law governing public employees of the State of
80 New Jersey in a good faith effort to reach agreement. Such negotiation shall begin not later
81 than April 1st of each calendar year.

82

B. The parties mutually pledge that their representatives shall have the
83 authority to make proposals, consider proposals, and make counter proposals in the
84 course of negotiations. Any agreement arrived at by the negotiations representatives
85 will be submitted to the Township Council and members of the Old Bridge Public

86 Works and Sanitation Union, UNION, I.U.J.A.T. for ratification, decision, or vote.
87 Any agreement of the parties shall be reduced to writing and shall become the
88 contractual Agreement.

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

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

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ARTICLE III

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EMPLOYEE'S RIGHTS

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

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

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

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ARTICLE IV

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GRIEVANCE PROCEDURE

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A. DEFINITION

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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.

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B. PURPOSE

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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.

129

C. PROCEDURE

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1. Level One

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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.

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2. Level Two

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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) days
following its presentation, it shall be reduced to writing and submitted to his
immediate supervisor.

140 3. Level Three

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

144 4. Level Four

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

153 5. Level Five

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

163 D. Miscellaneous

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

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

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

172 4. Any aggrieved person may be represented at all Levels of the
173 Grievance Procedure by himself, or by a representative approved by the Union.
174 Copies of any unofficial grievance submitted by an individual shall be forwarded by
175 the Employer to the Union. When a grievant is not represented by the Union, the
176 Union shall be present to offer its position and safeguard the integrity of the contract
177 on all Levels of the Procedure. It shall be the responsibility of the Employer to inform
178 the Union, in writing, in the event a grievance is filed by an individual acting without
179 Union representation. This Agreement in no way limits the right of an individual to
180 confer with his Employer on any matter of mutual concern. No such problem shall be
181 remedied in such a manner as to conflict with or modify any provision of this
182 Agreement.

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

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

188 7. All reference to "days" herein shall mean working days unless
189 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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1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Old Bridge Public Works and Sanitation Union, U.S.W.A. 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.

203

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.

207

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

211

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

213

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

217

D. The Township will implement a fair share representation fee equal to eighty-five percent (85%) of the Union dues, initiation fees and assessments, which shall be withheld, in accordance with the law. The Union shall indemnify the

220 Township from all liability resulting from and/or caused by dues deduction or fair
221 share representation fees.

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ARTICLE VI

224

HEALTH INSURANCE

225

226 A. Health Insurance

227

228 1. (a) All employees and their spouses and children shall be covered
229 under the Horizon BCBSNJ Blue Card PPO; a prescription plan covering one hundred percent
230 (100%); and a dental plan. Each employee shall receive a yearly highlight sheet of all
231 health/medical benefits and the Union shall be given a complete copy of the master policy of
232 all health/medical plans.

232

233 (b) Prescription program shall be modified to provide for
234 \$12.00 co-pay for non-generic prescriptions and a \$5.00 co-pay for generic
235 prescriptions.

235

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

237

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

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

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

253 B. Dental Insurance All employees, their spouses and children shall be covered by
254 a Dental Plan which shall cover 80% of Class A, Class B services with a maximum of \$2,500
255 and with a maximum of \$3,000 for orthodontia. The employer shall continue to pay 100% of
256 the cost of the premiums of such plans. The Township shall not be responsible for the \$25.00
257 deductible of the plan. The Township will make available, at the employee's option, an HMO
258 Dental Plan.

259 C. Vision Insurance: All employees, their spouses and children shall be
260 covered with a Vision Plan which shall provide for a \$200.00 per year, per family,
261 benefit.

262 D. Long Term Disability Pay

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

269 Effective January 1, 2008, the first sixty (60) calendar days of absence as
270 a result of a non-job related injury shall be borne by the employee. The employee
271 must utilize accumulated paid leave to cover those first sixty (60) calendar days (i.e.
272 sick, vacation, floating holiday, etc.) The next thirty (30) calendar days are picked up

273 by the employer at two-thirds (2/3) the employee's current rate of pay, less any
274 additional monies received from Township paid benefits or outside work.

275 2. Employees are required to provide verification from a health care
276 provider for all leave provided for in this section. The Township may at any time
277 require an employee submit to a fitness for duty exam by a Township-appointed
278 physician for leave provided for in this section.

279 3. Employees hired after May 1, 2006 shall not be eligible for the
280 2/3 intermediate benefits as outlined above in D.1.

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

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

285 6. Repeat utilization of this benefit may result in disciplinary action
286 up to and including termination.

287 E. On the Job Injuries

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

291 F. Upon retirement any employee who has completed twenty-five (25)
292 years of employment with the Township shall have the option of retaining all of the
293 Medical insurance benefits as provided in this Article, excluding long term disability,
294 with one hundred percent of the appropriate premium paid for by the Township.

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

298 Upon retirement, all retirees shall sign a Coordination of Health Benefits
299 Agreement. In the event that the retiree becomes re-employed in any capacity, where

300 such employer provides health benefits for which the retiree is eligible, and the retiree
301 is not required to contribute to the cost of those benefits, said re-employed retiree shall
302 be required to obtain such coverage as their primary insurance. The Township shall
303 maintain the coverage outlined in this Article as a secondary insured. Any retiree
304 found in violation of this section shall be liable for all medical expenses incurred
305 during such time of violation.

306 G. All employees shall sign a Coordination of Health Benefits Agreement
307 and update said agreement information each year. In the event that the employee's
308 spouse is employed, or becomes employed, and where such employer provides health
309 benefits for which the spouse is or becomes eligible, and the spouse is not required to
310 contribute to the premiums of those benefits, said spouse shall be required to obtain
311 such coverage as their primary health insurance. Dependents shall be primary on the
312 plan whose birth date of the employee or the spouse comes first in the calendar year.
313 The Township shall maintain coverage provided in the section as a secondary insured.
314 Any employee found in violation of this section shall be liable for all medical expenses
315 incurred during such time of violation.

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ARTICLE VII

318

SENIORITY

319

A. RIGHTS OF SENIORITY

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

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326

327 B. ACCRUEMENT

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

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

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

341

342

ARTICLE VIII

343

NO STRIKE PLEDGE

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

347 B. The Union covenants and agrees that during the term of this Agreement
348 that neither the Union or any person acting on its behalf will cause, authorize, or
349 support, not will any of its members take part in, (i.e., concerted failure to report for
350 duty, or willful absence of an employee from his position or stoppage of work or
351 abstinence in whole or in part, from the full and proper performance of the employee's
352 duties of employment) work stoppage, slow-down or walkout against the Township.

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

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

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

369 ARTICLE IX

370 SICK LEAVE

371 A. Sick leave is to be considered an insurance type benefit, to be used when
372 needed due to personal illness or physical incapacity. Sick leave may be used for
373 illness in an employee's immediate family, requiring the employee's attention.

374 Immediate family s defined as: mother, father, grandparents, husband, wife, son,
375 daughter, and other blood relative residing in the employee's household.

376 B. All employees shall be allowed fifteen (15) sick days per year. Of these
377 fifteen sick days four (4) may be designated by the employee as personal days. Any of
378 the four personal days not taken by the employee by the end of each calendar year
379 shall be accrued as sick time and carried as part of the employee's sick time bank.

380 C. Employees hired on or before July 1, 1982 shall be paid for up to a
381 maximum of two hundred eighty (280) days accrued sick time upon retirement.
382 However, in no event shall said payment exceed thirty thousand (\$30,000.00) dollars.
383 Any employee who has more than thirty thousand (\$30,000.00) dollars of accrued sick
384 time on July 1, 1993 shall be "grandfathered" and the amount in effect on that date
385 shall become the employee's cap. The Township has the option to pay for two weeks
386 or ten working days of employees' accumulated sick time as of thirty (30) days in
387 reserve. If the employer does not purchase the time from the employee, it will be
388 accumulated as other sick time would be. When bought back by the Township, such
389 days shall permanently reduce maximum payable sick time. Any purchase by the
390 Township shall be solely with the employee's consent.

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

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

403 F. Except as might be limited by Sections B, C, and D of this Article, all
404 unused sick days shall be accruable and shall be paid upon retirement, layoff or
405 disability, to the maximum stated herein. Any employee terminated for just cause
406 shall not be entitled to this benefit. All unused sick days, up to the maximum number

407 of applicable accrued sick time, shall be paid to the employee's beneficiary upon the
408 death of the employee in accordance with Sections B, C, D and E above. Upon
409 resignation, the employee shall be paid fifty percent (50%) of his/her accumulated sick
410 days in accordance with Sections B, C, D, and E, not to exceed 50% of the caps set
411 forth in Sections B, C, D and E. This Article in no way shall limit the total number of
412 days accruable for use by the employee as sick leave.

413 G. Upon reaching forty-five (45) days of continuous absence from work for
414 reason of illness or a non-work related disability or upon going on a non-paid leave
415 status whichever comes first (except as required by state or federal law), an employee
416 shall cease to accrue sick time until returning to work on a regular basis. Effective
417 January 1, 2008, upon reaching sixty (60) days of continuous absence from work for
418 reason of illness or a non-work related disability or upon going on a non-paid leave
419 status whichever comes first (except as required by state or federal law), an employee
420 shall cease to accrue sick time until returning to work on a regular basis.

421 H. Any employee who is entitled to sick time and is sick for more than three
422 (3) consecutive days shall be required to furnish the department head with a doctor's
423 certificate stating the nature of his illness and the expected date of his return to work.
424

425 ARTICLE X

426 BEREAVEMENT LEAVE

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

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

443
444 ARTICLE XI

445 HOLIDAYS

446
447 A. Twelve (12) plus two (2) floating = fourteen (14) days as set forth below

- 448
- | | |
|-------------------------------|-------------------------------------|
| 449 1. New Year's Day | 9. Veteran's Day |
| 450 2. Martin Luther King Day | 10. Thanksgiving Day |
| 451 3. Lincoln's Birthday | 11. Day After Thanksgiving (Friday) |
| 452 4. President's Day | 12. Christmas Day |
| 453 5. Good Friday | |
| 454 6. Memorial Day | |
| 455 7. Independence Day | |
| 456 8. Labor Day | Two (2) Floating Holidays |

457
458 A. Any employee working a scheduled holiday shall be paid at a rate of
459 double time and one half.

460

461

ARTICLE XII

462

CLOTHING ALLOWANCE

463 Each employee shall receive a clothing maintenance allowance of seven
464 hundred fifty dollars (\$750.00) per year beginning on July 1, 2002 and eight hundred
465 (\$800.00) dollars per year beginning on July 1, 2003. Such allowance shall be paid
466 during the first pay period in November.

467

468

ARTICLE XIII

469

SANITATION DEPARTMENT LIMITATIONS

470 A. Sanitation employees shall not pick up "garbage", as defined by current
471 Township Ordinance 19.92 (A, B, C), which is not placed in a "galvanized or plastic
472 garbage can" or "plastic bags properly tied, nor shall they pick up garbage containers
473 in excess of "32 gallons" or "50 pounds".

474 B. Sanitation employees shall not pick up "rubbish" as defined by current
475 Township Ordinance 19.92 (F) which is not appropriately stored, or which is not tied
476 in bundles, or which is in excess of 50 pounds or over 5 feet in length. Such pick up
477 shall not exceed six (6) bundles and remaining bundles shall be reported as being left
478 by the crew unless the garbage cans or plastic bags have normal household garbage.

479 C. Employees shall report any excess number of large appliances or similar
480 items that are left for pick up at a particular address over a reasonable short period of
481 time. The Township shall investigate any such report and make every effort to remedy
482 the problem.

483 D. Employees shall be responsible for returning- to any missed stops on a
484 day's route during normal working hours.

485

486

487

488

ARTICLE XIV

489

OPERATIONAL SAFETY

490 A. No employee shall be required to operate a vehicle or piece of equipment
491 which is deemed to be unsafe. Vehicles will comply with appropriate N.J. Division of
492 Motor Vehicle Codes, and equipment will comply with appropriate OSHA regulations.

493 B. Each employee shall be provided with appropriate safety equipment and
494 protective gear for each job assignment. The caret maintenance and return of such
495 equipment shall be the responsibility of the employee. The employee shall also be
496 otherwise properly attired for his job assignment.

497

498 C. Safety Committee

499 1. There shall be one (1) member of the Old Bridge Township
500 municipal Safety Committee appointed by, representative of, the Public Works and
501 Sanitation Union.

502 2. Meetings of the Safety Committee shall be held during working
503 hours when possible.

504 3. Any employee receiving notice of any negative finding of the
505 Safety Committee shall have the right to attach a written rebuttal and shall continue to
506 enjoy the Steps of the Grievance Procedure.

507 D. Public Works employees assigned special sanitation pick-ups shall be
508 provided with all necessary equipment and assistance. No employee shall be required
509 to perform any special pick-up that is a threat to his health and safety.

510 E. Employees shall not be required to pick up, handle or otherwise work
511 with abandoned drums, barrels or containers of any type, without certification of the
512 handling of such barrel or container as "not hazardous" under the procedures currently
513 followed for hazardous materials.

514

515

ARTICLE XV

516

WORK SCHEDULES AND HOURS OF WORK AND OVERTIME

517

A. Public Works Department

518

1. Employees shall work an eight-hour day. They shall receive one and one-half (1½) times their regular rate of pay for all work performed over forty (40) paid hours.

521

2. Employees shall work a forty (40) hour week, excluding Saturday and Sunday. Employees shall receive one and one-half (1½) times their regular rate of pay for all work performed on a Saturday and one and one-half (1½) times their regular rate of pay for all work performed on Sunday.

525

B. Sanitation Department

526

1. Employees shall work an eight (8) hour work day. Employees shall commence work at 5:00. A.M. Furthermore, if employees are able to complete their scheduled runs in under eight (8) hours, they shall be free to go home and still receive a full eight (8) hours' pay. Refer to Article XIII, Paragraph D. They shall receive one and one-half (1½) times their regular rate of pay for all work performed over forty (40) paid hours.

532

2. Employees shall work a forty-eight (48) hour week, excluding Sundays. Employees shall receive two (2) times their regular rate of pay for all work performed on a Sunday.

535

C. Miscellaneous

536

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

541 a Saturday or Sunday, shall receive a minimum of three (3) hours pay at time and one-
542 half.

543 2. Said call-in overtime shall be offered on a rotating basis,
544 according to posted seniority list within each department. In emergency situations
545 management reserves the right to call the closest available departmental employee. A
546 refused call will place the employee's name on the bottom of the list. An employee
547 that accepts an overtime assignment must perform the assignment he accepts or be
548 immediately sent home, in which event, Section C, 1 of this Article will not apply.

549 3. Whenever a non-working foreman is called into work, if the job
550 requires additional personnel, the applicable department overtime list shall be utilized
551 before the services of a second foreman are used on that particular job.

552 4. Once engaged, the overtime rate shall remain in effect for all
553 continuous time, with the exception of a regularly scheduled shift that the employee
554 has been asked to work.

555 5. The overtime rate for all hours worked during the twenty-four
556 (24) hour period recognized as Thanksgiving Day, Christmas Day and New Year's
557 Day shall be calculated at the combined rate of holiday pay plus the time and one-half
558 overtime rate.

559 6. Employees shall be paid in accordance with the Fair Labor
560 Standards Act for all time they are required to remain on--call.

561 7. Regularly scheduled shifts shall not be altered except
562 through negotiations as required by law.

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

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568

ARTICLE XVI

569

JOB CLASSIFICATIONS

570

A. Any employee working in a job classification above his

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normally assigned position for more than thirty (30) continuous calendar days shall get

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the rate of the higher job classification from the 30th day on, as long as he continues in

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the higher classification. The Township has established the following job

574

classifications:

575

Laborer "A"

576

Laborer "B"

577

Driver

578

Equipment Operator

579

Senior Operator

580

Mechanic "C"

581

Mechanic "B"

582

Chief Mechanic

583

Carpenter

584

Tree Expert

585

Body Repairman

586

Building Maintenance Mechanic

587

Head Custodian

588

589

B. The Township and the Union, recognizing the need for employees to

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have the opportunity to advance into positions requiring additional skills and greater

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responsibility, agree to provide the opportunity for individuals to advance through the

592

classifications of Laborer, Driver and Operator utilizing the following guidelines:

593

1. Advancement from Laborer "B" to Laborer "A"

594 After six (6) months of employment an individual shall have his work
595 performance reviewed by the Township and, given a satisfactory review, shall advance
596 to the classification of Laborer "A". If given an unsatisfactory review the employee
597 shall be so informed and given suggestions and assistance for improvement. The
598 employee shall have his work performance reviewed again after six (6) months.

599 2. Advancement from Laborer to Driver

600 Any employee giving at least one (1) full year of service as a Laborer
601 "A" will be eligible to advance to the classification of Driver upon determination by
602 the Township that such a position needs to be filled. Such eligibility shall be
603 established through a performance review made by the Township. Upon receiving a
604 satisfactory review the individual shall be eligible for advancement. Given an
605 unsatisfactory review the employee shall be so informed and given suggestions and
606 assistance for improvement. All efforts shall be made to instruct Laborer "A"
607 employees in the efficient and safe operation of the trucks they may be required to
608 drive.

609 3. Advancement from Driver to Operator

610 Upon determination by the Township of any opening for a Operator all
611 interested Drivers shall be given a work performance review and considered eligible
612 for the position of Operator. A continuing effort shall be made to give each Driver
613 training on the operation of all types of equipment. Given an unsatisfactory review the
614 employee shall be so informed and given suggestions and assistance for improvement.
615

616 4. Custodian Advancement

617 After six (6) months of employment as a Custodian "C" an individual shall have
618 his/her work performance reviewed by the Township and, given a satisfactory review,
619 shall advance to Custodian "B". After one (1) year of service as a Custodian "B" an
620 individual shall have his/her work performance reviewed by the Township and, given

621 a satisfactory review, shall advance to Custodian "A". If given an unsatisfactory
622 review at any point the employee shall be so informed and provided with suggestions
623 and assistance for improvement.

624 C. An employee given an unsatisfactory review at any point in the
625 advancement process will be given the opportunity for another performance review
626 upon the expiration of the same time limit as was used for his initial eligibility for
627 advancement.

628 D. All positions opening in the Township shall be posted on each bulletin
629 board at least ten (10) working days prior to the closing application deadline. Notice
630 shall include job title, job description, eligibility requirements, instructions for making
631 application and the closing date for applications. The Union President shall also be
632 mailed a copy of all job postings within the Township.

633 The Township may temporarily full the position during the posting
634 period at the established pay rate for the job. In the event there is no established rate
635 for a position the Township shall meet with the Union to establish a pay rate and any
636 other terms and conditions applicable to that position.

637 The final decision in filling the position shall not be grievable past Level
638 Four of the Grievance Procedure at Article IV.

639

640

ARTICLE XVII

641

MAINTENANCE MECHANIC

642

The maintenance mechanic shall be covered by the call-in provisions of Article
643 XV, Section C.

644

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ARTICLE XVIII

649

LONGEVITY

650

A. All employees shall receive longevity payment on the following basis.

651

Retro-active payments to employees hired after January 1, 1994 shall only go back to

652

January 1, 2006.

653

1. 5 years service....2.5%

654

2. 10 years service... 5%

655

3. 15 years service... 7.5%

656

4. 20 years service... 10%

657

5. 25 years service... 12.5%

658

6. 30 years service... 15%

659

NOTE: Although the contract will be amended to provide longevity to

660

Laborers hired after July 1, 1994, this change is only retroactive back to January 1,

661

2006 and the employees total years service as a full-time laborer will be used to

662

determine the longevity rate.

663

B. Consecutive years in service shall be computed from the date of initial

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full-time employment by the Township, except where service was interrupted. In such

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cases, consecutive years service shall be computed as follows:

666

1. Authorized leave of absence at employee's request from date of

667

initial employment less time for leave of absence.

668

2. Disability leave not including time when the employee is utilizing

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their own time: The employee's anniversary date will also be changed to reflect the

670

time utilized for that leave.

671

3. Resignation and subsequent rehiring-if a person resigns and is

672

rehired within one (1) year of his resignation, he shall be allowed to work five (5)

673

consecutive years and then have his time bridged back to his original hiring date and

674

all benefits and longevity pay shall be forthcoming.

675 4. Military Service-employment shall be considered as uninterrupted
676 except no credit shall be allowed for service in the Armed forces.

677 5. Disciplinary action-no credit shall be allowed for the amount of
678 time lost due to a disciplinary action.

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

680

681

ARTICLE XIX

682

VACATION

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

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

687 B. Permanent, part-time employees shall receive pro rata vacation of two
688 (2) weeks.

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

690 D. Applicability. The foregoing schedules shall apply to all personnel
691 covered under this section employed as of January 1 of the current year. Personnel
692 employed between January 1 and July 31 of the current year shall be entitled to one-
693 half (½) their regular vacation for that year. Personnel employed after July 31 of the
694 current year shall not be eligible for an annual vacation during the current year.

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

697 F. Employees may take up to one (1) full week of vacation time upon short
698 notice. Such notice must be given directly to the appropriate Department Head and
699 can only be taken with the Department Head's approval.

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

703

704

ARTICLE XX

705

TOOL ALLOWANCE

706 A. Chief Mechanic, Recreation Mechanic, Maintenance Mechanic,
707 Carpenter and Mechanic "B" shall each have an established tool allowance account
708 providing \$400.00 per calendar year. The tool allowance account shall be drawn upon
709 at the discretion of each employee for the replacement of worn and/or missing tools.
710 Tools purchased with monies from the tool allowance account shall become the
711 property of the respective employee.

712 B. All mechanics and other maintenance employees shall be provided with
713 the proper tools and equipment to complete the work assigned to them. Effective
714 arrangements shall be made to provide these employees access to tools and equipment
715 when called in outside of normal working hours.

716

717

ARTICLE XXI

718

SALARY

719 A. All employees within the bargaining unit shall receive increases in base pay
720 as outlined in the following three (3) schedules contained in this Article:

721

722 **Employees hired before January 1, 1994**

723

724	<u>JOB TITLE</u>	<u>7/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
725	<u>Laborer "B"</u>	<u>26.31</u>	<u>26.31</u>	<u>26.31</u>
726	<u>Driver</u>	<u>28.04</u>	<u>28.04</u>	<u>28.04</u>

727	<u>Equipment Operator</u>	<u>30.36</u>	<u>30.36</u>	<u>30.36</u>
728	<u>Sr. Equipment Operator</u>	<u>31.09</u>	<u>31.09</u>	<u>31.09</u>
729	<u>Mechanic "C"</u>	<u>30.26</u>	<u>30.26</u>	<u>30.26</u>
730	<u>Mechanic "B"</u>	<u>33.97</u>	<u>33.97</u>	<u>33.97</u>
731	<u>Chief Mechanic</u>	<u>37.16</u>	<u>37.16</u>	<u>37.16</u>
732	<u>Bldg. Maintenance Mech.</u>	<u>30.36</u>	<u>30.36</u>	<u>30.36</u>
733	<u>Super. of Custodian Serv.</u>	<u>26.31</u>	<u>26.31</u>	<u>26.31</u>
734	<u>Recreation Crew Chief</u>	<u>30.36</u>	<u>30.36</u>	<u>30.36</u>
735	<u>Recreation Mechanic</u>	<u>30.36</u>	<u>30.36</u>	<u>30.36</u>
736	<u>Custodian "A"</u>	<u>22.71</u>	<u>22.71</u>	<u>22.71</u>

737 A. All employees hired after January 1, 1994 shall be placed on the
738 following salary guide and shall remain on the new salary guide for the
739 duration of their employment with the Township.

741	<u>JOB TITLE</u>	<u>7/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
742	<u>Laborer "B"</u>	<u>20.45</u>	<u>20.45</u>	<u>20.45</u>
743	<u>Laborer "A"</u>	<u>22.95</u>	<u>22.95</u>	<u>22.95</u>
744	<u>Truck Driver</u>	<u>25.58</u>	<u>25.58</u>	<u>25.58</u>
745	<u>Mechanic "B"</u>	<u>32.05</u>	<u>32.05</u>	<u>32.05</u>
746	<u>Bldg. Mechanic</u>	<u>28.59</u>	<u>28.59</u>	<u>28.59</u>

747

748 C. New guide for employees hired after adoption of contract. There will be
749 three steps with three years service separating each step.

750
751
752
753

754 July 1, 2009 – December 31, 2011

755	<u>JOB TITLE</u>	<u>HIRE</u>	<u>MID</u>	<u>MAX</u>
756	Laborer B	\$18.15	\$19.30	\$20.45
757	Driver	\$23.28	\$24.43	\$25.58
758	Equipment	\$26.29	\$27.44	\$28.59
759	Mechanic C	\$26.29	\$27.44	\$28.59
760	Mechanic B	\$29.76	\$30.90	\$32.05
761	Chief Mechanic	\$31.95	\$33.10	\$34.24
762	Bldg. Maintenance Mech.	\$26.29	\$27.44	\$28.59
763	Super of Cust. Service	\$21.56	\$22.67	\$23.78
764	Custodian A	\$17.58	\$18.69	\$19.80
765	Recreation Crew Chief	\$26.29	\$27.44	\$28.59
766	Recreation Mechanic	\$26.29	\$27.44	\$28.59
767	<u>Laborer A</u>	<u>\$20.55</u>	<u>\$21.80</u>	<u>\$22.95</u>

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ARTICLE XXII

770

SEPARABILITY

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If any provision of the Agreement or any application or this Agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by any court or any other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all of the provisions and applications contained herein shall continue in full force and effect and shall not be affected.

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ARTICLE XXIII

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

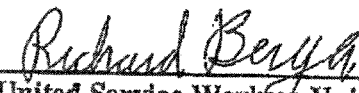
This Agreement entered on this date shall be in full force and effect retroactively from July 1, 2009 and until its expiration on December 31, 2011. Negotiations for a successor Agreement shall commence no later than April 1, 2011. It is understood that should a new Agreement not be settled prior to the expiration of this contract all benefits and terms contained herein shall remain in full force and effect.

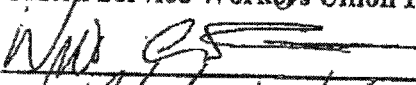
For the Township:


For the Union:



James T. Phillips, Mayor
HIMANSHU SHAH, ACTING MAYOR



United Service Workers Union I.U.J.A.T.




ADMINISTRATION

MAR 23 2011

INTER

OFFICE

MEMO

To: Mayor James Phillips
Joseph Criscuolo, Business Administrator
Himanshu Shah, Director of Finance
Rose Marie Saracino, Township Clerk
Carol Berlen, Esq., Director of Law
Chief of Police William A. Volkert
Richard Berger, President, OBPW&SU
Edward Kahn, Business Agent, United Service Workers Union, I.U.J.A.T.

From: Marsha Rosenbaum, Human Resources Manager

Subject: OBPW&SU United Service Workers Union, I.U.J.A.T.
COLLECTIVE BARGAINING AGREEMENT (CBA)

Date: March 23, 2011

Attached please find a copy of the above referenced CBA covering the period July 1, 2009 through December 31, 2011.

Attachment

cc: Payroll Office

April00MemoAgr

Grievance Settlement
Township of Old Bridge and the
Old Bridge Public Works and Sanitation
Union United Service Workers Union IUJAT

Truck Driver to Equipment Operator

1. Article XVI.A requires that employees working in a higher title are entitled to the higher rate of pay after 30 days. It is agreed that Mr. Dill and Mr. Butler have been working as Equipment Operators. Article XVI also provides for promotions from Truck Driver to Equipment Operator. This settlement proposes that in lieu of out of title back pay, pursuant to Article XVI Mr. Dill and Mr. Butler will be promoted to Equipment Operator effective October 1, 2011.
2. Article XXI-Salaries, provides for two pay levels of Equipment Operator.
 1. The parties agree that Mr. Dill is covered by the salary schedule for employees hired prior to 1994. Effective October 1, 2011, Mr. Dill's rate of pay will be \$30.36.
 2. The parties further agree that since Mr. Butler's promotion is after 1994 the pay scale for employees hired or promoted after 2007 shall apply to Mr. Butler. Effective October 1, 2011 Mr. Butler's rate of pay will be \$27.44 (the midpoint of the 2007 pay scale) and effective March 1, 2013 will be increased to \$28.59 or whatever the appropriate top rate will be subsequent to the parties renegotiation of the current collective bargaining agreement which is set to expire on December 31, 2011.

Equipment Operator to Senior Equipment Operator

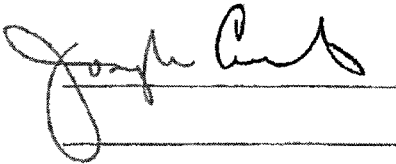
1. The parties agree to the attached modified job description for the Senior Equipment Operator.
2. This settlement proposes that in lieu of out of title back pay, Mr. Fitzgerald will be promoted to Senior Equipment Operator effective October 1, 2011.
3. The parties agree that Mr. Fitzgerald is covered by the salary schedule for employees hired prior to 1994. Effective October 1, 2011, Mr. Fitzgerald title will be changed to Senior Equipment Operator at a rate of pay of \$31.09.

The union and management further agree that they will cooperate in negotiating a more unified pay guide in the upcoming negotiations for a successor agreement in the interest of efficiency and economy of the Township and its employees.

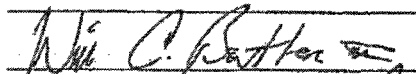
By accepting this settlement the Union will withdraw its grievances and demand for out of title back pay.


This agreement entered into this 7 day of October 2011, as executed and agreed to below.


Township of Old Bridge



Old Bridge Public Works and Sanitation
Union United Service Workers Union I.U.J.A.T.









ADMINISTRATION
OCT 10 2011

Interoffice Memo
OLD BRIDGE TOWNSHIP
DEPARTMENT OF HUMAN RESOURCES

Date: October 7, 2011
To: William Butler
Department of Public Works
From: Marsha Rosenbaum, Human Resources Manager
RE: PROMOTION

Congratulations on your promotion to Equipment Operator effective October 1, 2011. Your annual base salary is \$57,075.20 and with your 5% longevity your gross salary is \$59,928.96.

If you have any questions, please do not hesitate to contact me.

Again, congratulations.

Cc: Joseph Criscuolo
Albert A. Koehl
Kathy Buckley
Payroll


Memo06promlop

✓

Interoffice Memo

**OLD BRIDGE TOWNSHIP
DEPARTMENT OF HUMAN RESOURCES**

Date: October 7, 2011
To: Ray Dill
Department of Public Works
From: Marsha Rosenbaum, Human Resources Manager
RE: PROMOTION



Congratulations on your promotion to Equipment Operator effective October 1, 2011. Your annual base salary is \$63,148.80 and with your 7.5% longevity your gross salary is \$67,884.96.

If you have any questions, please do not hesitate to contact me.

Again, congratulations.

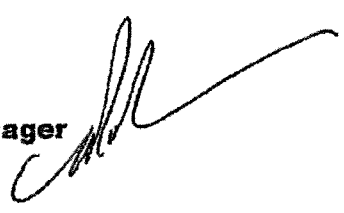
cc: Joseph Criscuolo
Albert A. Koehl
Kathy Buckley
Payroll

Memo06promlop

Interoffice Memo

**OLD BRIDGE TOWNSHIP
DEPARTMENT OF HUMAN RESOURCES**

Date: October 7, 2011
To: Michael Fitzgerald
Department of Public Works
From: Marsha Rosenbaum, Human Resources Manager
RE: PROMOTION



Congratulations on your promotion to Senior Equipment Operator effective October 1, 2011. Your annual base salary is \$64,667.20 and with your 12.5% longevity your gross salary is \$72,750.60

If you have any questions, please do not hesitate to contact me.

Again, congratulations.

Cc: Joseph Criscuolo
Albert A. Koehl
Kathy Buckley
Payroll

Memo06promlop

*Grievance Settlement
Township of Old Bridge and the
Old Bridge Public Works and Sanitation
Union United Service Workers Union IJAT*

Truck Driver to Equipment Operator

1. Article XVI.A requires that employees working in a higher title are entitled to the higher rate of pay after 30 days. It is agreed that Mr. Dill and Mr. Butler have been working as Equipment Operators. Article XVI also provides for promotions from Truck Driver to Equipment Operator. This settlement proposes that in lieu of out of title back pay, pursuant to Article XVI Mr. Dill and Mr. Butler will be promoted to Equipment Operator effective October 1, 2011.
2. Article XXI-Salaries, provides for two pay levels of Equipment Operator.
 1. The parties agree that Mr. Dill is covered by the salary schedule for employees hired prior to 1994. Effective October 1, 2011, Mr. Dill's rate of pay will be \$30.36.
 2. The parties further agree that since Mr. Butler's promotion is after 1994 the pay scale for employees hired or promoted after 2007 shall apply to Mr. Butler. Effective October 1, 2011 Mr. Butler's rate of pay will be \$27.44 (the midpoint of the 2007 pay scale) and effective March 1, 2013 will be increased to \$28.59 or whatever the appropriate top rate will be subsequent to the parties renegotiation of the current collective bargaining agreement which is set to expire on December 31, 2011.

Equipment Operator to Senior Equipment Operator

1. The parties agree to the attached modified job description for the Senior Equipment Operator.
2. This settlement proposes that in lieu of out of title back pay, Mr. Fitzgerald will be promoted to Senior Equipment Operator effective October 1, 2011.
3. The parties agree that Mr. Fitzgerald is covered by the salary schedule for employees hired prior to 1994. Effective October 1, 2011, Mr. Fitzgerald title will be changed to Senior Equipment Operator at a rate of pay of \$31.09.

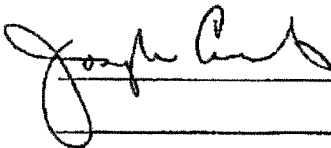
The union and management further agree that they will cooperate in negotiating a more unified pay guide in the upcoming negotiations for a successor agreement in the interest of efficiency and economy of the Township and its employees.

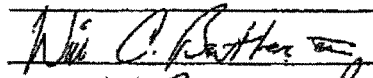


By accepting this settlement the Union will withdraw its grievances and demand for out of title back pay.

This agreement entered into this 7 day of October 2011, as executed and agreed to below.

Township of Old Bridge

Old Bridge Public Works and Sanitation
Union United Service Workers Union I.U.J.A.T.



SENIOR EQUIPMENT OPERATOR - DEPT. OF PUBLIC WORKS

DEFINITION

Under direction, operates, checks, services and makes minor repairs to construction and maintenance equipment primarily, and performs manual and unskilled laboring work occasionally or in connection with equipment operation. Operates all heavy equipment. Supervises all Equipment Operators. Does related work as required.

REQUIREMENTS

Three years experience in the operation and maintenance of trucks and/or other maintenance and construction equipment. (Note: approved formal training in the operation or maintenance of construction equipment will be considered as a substitute for the required work experience.)

Valid New Jersey Commercial Driver's License-Class A.

KNOWLEDGE, SKILLS AND ABILITIES

Ability to read, write, speak and understand or communicate in English sufficiently to perform the duties of the position.

Wide knowledge of the care, maintenance and competent, safe and efficient operation of maintenance and construction equipment, including cleaning, greasing, servicing, and making minor adjustments and minor repairs, and of construction and maintenance operations and procedures.

Ability to analyze problems involving the operation of maintenance and construction equipment.

Ability to organize and supervise complex work projects.

Ability to understand, remember and carry out oral and written directions.

Ability to learn quickly from explanations and demonstrations.

Ability to operate equipment in a skilled and safe manner, and to check, clean, service and make minor and emergency repairs.

Proficient ability to operate all pieces of equipment.

Ability to keep necessary records.

SENIOR EQUIPMENT OPERATOR - DEPT. OF PUBLIC WORKS

EXAMPLES OF WORK

Instructs Public Works crews in the safe and efficient operation of heavy equipment.

Trains Equipment Operators in the use of all heavy equipment.

Coordinates safety training.

Liaison to Safety Committee.

Operates construction and maintenance equipment such as a mower, street sweeper, front end loader, back hoe, small road grader, tractor, and/or small bulldozer for cleaning of streets and roads.

Operates equipment used in maintaining parks and grounds.

Excavates trenches.

Operates equipment used in drainage of streams and culverts.

Operates equipment used in grading of streets and roads.

Operates equipment used in distributing and pushing earth.

Lifts and loads materials and performs other maintenance and construction operations requiring the use of power driven construction machinery.

In addition to other equipment, drives trucks, checks services and assists in making minor and emergency adjustments and repairs in the field and in the repair shop.

Occasionally or incidentally performs manual and unskilled laboring work.

Responsible for all equipment logs to ensure equipment is maintained properly.

OLD BRIDGE PUBLIC WOPRK UNION AGREE TO FLEX TIME ON SATURDAY
FOR RECYCLING AND COMMUNITY SERVICE. TO SAVE A UNION MEMBER
JOB. UNTIL THE SIGNING OF NEW CONTRACT

R. Barga
Wilhelm L. K. S.
Elmer Hall
Bills Burtner