TOWNSHIP OF OLD BRIDGE

AND

THE OLD BRIDGE DISPATCHERS UNION IFPTE LOCAL 196

TERM AND RENEWAL

The following are the employer's proposals for modifications, deletions and/or additions to the collective negotiation's agreement between the parties. The representatives of the employer are empowered to make proposals, accept, and reject the employee representative's proposals, make counterproposals, and to reach a tentative settlement with the employee representative, pending final acceptance and approval by the governing body. The representatives of the employer expressly have no power to bind the governing body without its express acceptance and ratification by both parties. All items tentatively agreed upon are subject to final agreement on the entire contract. In some cases, the employer's proposal is merely a clarification of an existing right or practice, and this proposal should not be considered an admission that the employer does not already possess such a right or that the practice does not exist. Unless expressly proposed by the employer, any item of the current agreement between the parties shall remain as in the prior agreement. The employer also reserves the right to participate in the construction of salary guides and to approve the salary guides prior to final ratification. The negotiation committees of the Township of Old Bridge and the Old Bridge Dispatchers Union IFPTE Local 196 agree to the terms of this Memorandum of Agreement as set forth below:

ARTICLE III - EMPLOYEES RIGHTS

Add the following as paragraph D:

D. Social Media

Dispatchers Union IFPTE Local 196, will form a committee to review and approve all posting on any social media page.

Dispatchers Union IFPTE Local 196, agrees to not post on social media platform (its official account/s) any attack on any Township employee or their family members in a personal capacity where there is no touch with their official capacity. Dispatchers Union IFPTE Local 196 retains the right to speak out against the policy that can harm the membership in any way. Dispatchers Union will first communicate with the township administration to schedule a meeting within 3 days of the written request for a meeting to township HR Department, Mayor & Business Administrator office.

Township will not post on any social media before communicating with Dispatchers Union IFPTE Local 196 social media committee and resolve any issue

ARTICLE IV - GRIEVANCE PROCEDURE

PROCEDURE

Page 5: Level Two

Should no acceptable agreement be reached "within five (5) calendar days" change to 10 calendar days.

Third line down -change - Business Administrator of his and/or designee

Page 7: #5

Second line: Responsibility of the Mayor (change to Business Administrator and/or designee) shall pass the level

ARTICLE VI – HEALTH INSURANCE

Page 9:

- **A. 1.** Change language to: All employees, their spouses and children shall be covered under the township provided health plan equal to Advantage Modified EPO.
- 2. replace the waiver language add replace with state statue on waiver language or Employee handbook. (Currently in the handbook)
- 3. New Hires, effective 01/01/2023 Health Benefits shall not be paid out to the retirees beyond when an employee reaches age sixty-five (65) and becomes Medicare eligible.

Page 12:

1. Upon retirement – Retiree needs to maintain & update contact information and of any employment elsewhere, within 30 days of any change (address, phone #, email

ARTICLE VII – HOURS OF WORK AND OVERTIME

- **A.** 10.5 hours effective 1/1/2023
- **G.** CTO training for full time employees. Replace the entire section and "G" and add following Each certified training officer will receive \$1,000 stipend added to base salary and will be responsible for the training of all new Dispatcher hired by the Township.

ARTICLE IX - SICK LEAVE

2. New Section:

- a. All sick time shall be prorated during the first and last years of employment.
- b. Use of sick time before (Vacation or any paid off time) or sick time after (vacation or any paid off time) without a doctor's note will be creating a pattern. Four consecutive occurrences in rolling twelve (12) months will consider as pattern.
- b. Sick leave shall not be abused. The repeated use of sick leave before or after other leave (e.g., vacation, holiday etc.), without a dr's note may be grounds for discipline. All Dr's notes must be sent to Human Resources.
- c. Any employee who is entitled to sick time and is sick for more than three (3) consecutive days shall be required to furnish the <u>Human Resources Department</u> with a doctor's certificate stating the nature of his illness and the expected date of their return to work.

Personal Days

c. One (1) Personal Day per one (1) calendar date, maximum of 10.5 hours. Subject to approval of chief of police and or designee. Dispatcher Supervisor not subject to limitation.

ARTICLE X – LEAVES

BEREAVEMENT LEAVE

- A. 2. One (1) day bereavement leave shall be granted in the event of the death of an employee spouse's relative outside the immediate family as defined in previous contract.
 - 3. Verification of proper use of the leave shall be provided upon the request of the Director of Public Safety to the Human Resources Department.
 - **4. MATERNITY LEAVE** Remove the language in the contract and follow FMLA and state FLA for maternity leave.

Numbering of paragraphs shall be corrected to 1,2,3 etc.

(6) change Director to Human Resources Department.

ARTICLE XII - SENIORITY

ADD LANGUAGE:

Six months break in employment service will result in new hire status and prior employment will not count towards seniority status. Applies to resignation and termination. This does not apply to sick or military leave.

ARTICLE XIII – RIGHTS TO REPRESENTATION

2 lines down: the Director of Public Safety, or (remove ->any other appropriate employee or elected official) & add the Business Administrator, Human Resources Manager or Mayor of the Township.

ARTICLE XIV - SALARY

Wage Increases:

2021 2.00%

2022 3.25% + base adjustment \$500

2023 2.00% + base adjustment \$2,000

2024 3.00% + base adjustment \$3,000

Hours change from 10 hours to 10.5 hours a day effective 1/1/2023

\$1,200 for shift differential stipend included in base for employee working night shift (1st shift as designated by chief of police)

ARTICLE XV - MISCELLANEOUS

C. addressed to the Township, One Old Bridge Plaza, Old Bridge, New Jersey 08857. A written change of address shall be provided to the Chief Police Administration, Human Resources, Township Clerk's Office, and Legal Department.

ARTICLE XVI - VACATION

ADD NEW LANGUAGE:

5. (a) All vacation time is prorated during First (1st) year of employment. Vacation time will be prorated for payout before June 30th. Any time after July 1st, full vacation time will be paid subject to proper notification of retirement is submitted. Any Dispatcher wishes to retire must notify the Township Human Resources Department with the date of retirement (Intent to retire is not acceptable notification) and must have file application to division of pension.

ARTICLE XVIII - LEGAL AID

DELETE: In this case, the Dispatcher may choose his attorney and the Township shall pay for his legal services in accordance with the municipal attorney's prevailing fees. Township will provide legal services thru township attorney or Joint Insurance Fund or designated attorney for Liability coverage.

ARTICLE XIX - REPRESENTATION FEE

NEW LAW APPLIES

ARTICLE XXI – PART TIME DISPATCHERS

Change two (2) part time to four (4) part time

C. Benefits – he/she shall receive compensation as provided by the Township-subject to Workers' Compensation.

ARTICLE XXIII – ACCRUAL OF BENEFITS

Employee cannot take a leave of absence except for military service, illness with properly document medical notes by certified physicians (with complete diagnosis submitted to HR Division) related specialist or injury on job verified and approved by worker's compensation Insurance provider. Any employee absent except for military leave, illness, or workers compensation for more than one (1) year shall not accrue any benefits provided for under the collective bargaining agreement. (May add language on LTD use, pending verbiage from attorney)

ARTICLE XXIV - MANAGEMENT RIGHTS

- 1. Move to Twenty-Four (24) pay period when all unions agree to this.
- 2. Convert days to hours.

ADD - NEW ARTICLE XXVI

CLOTHING ALLOWANCE

1. Clothing allowance, \$500.00 annually effective January 1, 2023.

MEMORANDUM OF AGREMENT

TOWNSHIP OF OLD BRIDGE

AND

THE OLD BRIDGE DISPATCHERS UNION IFPTE LOCAL 196

TERM AND RENEWAL

THIS AGREEMENT shall be effective as of January 1, 2021, and shall be in effect to and including December 31, 2024. This Agreement shall not be extended orally, and it is expressly understood that it expires on the date intended or until such time as a successor Agreement supersedes it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective Secretary and/or Clerk and their corporate seals affixed hereon, in the Township of Old Bridge, New Jersey on this 13th day of December 2022.

TOWNSHIP OF OLD BRIDGE
Name: // Meeur DE Himanshu Shah, BA/CFO
Himanshu Shah, BA/CFO
Date: 12-/3-22

Date: 13 Secentier 2022

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s)

Memorandum of Agreement (MOA) Old Bridge Dispatchers Union IFPTE Local

196 is an accurate assessment of the collective bargaining agreement for the term beginning January 1, 2021 thru December 31, 2024.

Employer: Old Bridge Township

County: Middlesex County

Date: January 3, 2023

Name: Himanshu Shah

Title: Business Administrator/CFO

Mecense Low Signature