

A G R E E M E N T

Between

THE TOWNSHIP OF OLD BRIDGE

And

TEAMSTERS LOCAL NO. 469

NON-PROFESSIONAL BARGAINING UNIT

July 1, 2004 through June 30, 2008

APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A Professional Corporation
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P R E A M B L E

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This Agreement is made by and between the Township of Old Bridge, a municipal corporation of the State of New Jersey, (hereafter referred to as the "EMPLOYER" or "TOWNSHIP") AND THE Teamsters Local No. 469 (hereafter referred to as the "UNION") and represents the complete and final Agreement between the parties on all bargained issues.

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NOW, THEREFORE, it is agreed as follows:

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ARTICLE I

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RECOGNITION

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A. The Employer hereby recognizes the Teamsters Local No. 469 as the exclusive representative for collective negotiations with respect to raises of pay, wages, hours of work, and other conditions of employment for all employees represented by said Union.

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B. Included in the negotiating unit shall be all eligible full-time permanent non-professional employees of the Township of Old Bridge as set forth in the Certification of Representation, Dkt. No. RO-92-158, issued by the Public Employment Relations Commission. However, it is agreed that all employees such as police officers, police dispatchers, professional employees, public works employees, road department employees, crossing guards, officials, heads of departments and agencies, members of boards and commissions, managerial executives, and all supervisors having the power to hire, discharge, discipline, evaluate, promote, or effectively recommend same and confidential employees are excluded from the unit.

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ARTICLE II

NEGOTIATING PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employer-Employee Relations Law 1974, and any subsequent changes in the law governing public employees of the State of New Jersey in a good faith effort to reach an agreement. Such negotiation shall begin not later than September 15th of each calendar year.
- B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals, in the course of negotiations. Any settlement reached in negotiations will be submitted to the Township Council and the members of the Union, for ratification, decision or vote. Any settlement of the parties shall be reduced to writing and shall become the contractual agreement.
- C. The Employer shall make no changes unilaterally in any terms and conditions of employment. For purposes of this Agreement, terms and conditions shall mean wages, hours, insurance, and medical or other benefits currently enjoyed by employees within the bargaining unit.
- D. Negotiations will be held at times and locations convenient to both parties.
- E. Full release time shall be granted to the Association President and Negotiation Committee members, not to exceed five (5) individuals for all bargaining sessions scheduled during work hours.

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ARTICLE III

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GRIEVANCE PROCEDURE

115 A. Definition

116 A "grievance" is a complaint about the interpretation, application, or alleged violation
117 of policies, agreement or administrative decision affecting any Employee or group of
118 Employees or the Union.

119 Any employee who believes that he or she has been discriminated against in any
120 manner shall have the right to file a grievance directly with the Township Administrator or
121 Affirmative Action Officer, or to file a grievance in accordance with this grievance procedure.
122 This decision shall be at the sole discretion of the employee.

123 B. Purpose

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

127 C. Procedure

128 All writings required by this ARTICLE shall, at the minimum, be sent to the
129 Department Head of the grieving employee, the shop steward, and the grievant.

130 1. LEVEL ONE

131 An employee with a grievance should first discuss it with their Department
132 Head, either directly or through a shop steward, with the objective of resolving the matter
133 informally.

134 2. LEVEL TWO

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

138 3. LEVEL THREE

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

142 4. LEVEL FOUR

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

150 D. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

178 1. the investigation and presentation of grievances in accordance with the
179 provisions of the collective bargaining agreement;

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

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

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

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

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ARTICLE IV

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EMPLOYEES' RIGHTS

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

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

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

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

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ARTICLE V

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UNION RIGHTS

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229 A. Union Dues Deduction

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

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

235 2. The amount of annual dues shall be certified each year in the month of January
236 with the appropriate Township office. The Township agrees to adjust the amount of dues
237 deducted from each Employee, commencing with the January pay period, at the newly
238 certified rate.

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

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

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

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

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

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ARTICLE VI

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HEALTH INSURANCE

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

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

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

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

274 B. Any bargaining unit employee not actively working for the Township on the date of
275 settlement of this Collective Bargaining Agreement shall continue to be covered by the
276 Township insurance program until said employee returns to work. At the time said employee

277 returns to work, the employee shall be covered by the Teamsters Local No. 469 Health and
278 Welfare Fund in accordance with Section A above.

279 C. The monthly health and welfare fund contribution of \$941.00 a month shall remain in
280 effect until June 30, 2004. At that time the Fund may be allowed to increase the monthly
281 contribution per employee a maximum of 10% per year, providing the Fund can justify said
282 increase to the Township.

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

290 E. Long Term Disability Pay

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

297 Effective January 1, 2008, first sixty (60) calendar days of absence as a result of a
298 non-job related injury shall be borne by the employee. The employee must utilize
299 accumulated paid leave to cover those first sixty (60) calendar days (i.e. sick, vacation,

300 floating holiday, etc.) The next thirty (30) calendar days are picked up by the employer at
301 two-thirds (2/3) the employee's current rate of pay, less any additional monies received from
302 Township paid benefits or outside work.

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

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

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

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

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

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

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

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

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

330 I. In the event of the death of an employee covered under this agreement, all
331 health/medical benefits shall continue to be provided for the employee's spouse and eligible
332 dependents for up to two (2) years. If the spouse remarries within the two (2) year period,
333 such benefits shall be terminated.

334 J. All employees shall sign a Coordination of Health Benefits Agreement and update
335 said agreement information each year. In the event that the employee's spouse is employed,
336 or becomes employed, and where such employer provides health benefits for which the
337 spouse is or becomes eligible, and the spouse is not required to contribute to the premiums of
338 those benefits, said spouse shall be required to obtain such coverage as their primary health
339 insurance. Dependents shall be primary on the plan whose birth date of the employee or the
340 spouse comes first in the calendar year. The Township shall maintain coverage as a
341 secondary insured. Any employee found in violation of this section shall be liable for all
342 medical expenses incurred during such time of violation.

343 K. Upon retirement, all retirees shall sign a Coordination of Health Benefits Agreement.
344 In the event that the retiree becomes re-employed in any capacity, where such employer

345 provides health benefits for which the retiree is eligible, and the retiree is not required to
346 contribute to the cost of those benefits, said re-employed retiree shall be required to obtain
347 such coverage as their primary insurance. The Township shall maintain coverage as a
348 secondary insured. Any retiree found in violation of this section shall be liable for all medical
349 expenses incurred during such time of violation.

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ARTICLE VII-

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SENIORITY

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

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

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

366 1. Authorized leave of absence at the Employee's request: From the date of
367 initial employment less time for leave of absence.

368 2. Lay-off: From the date of initial hire to date of recall less time while on period
369 of lay-off.

370 3. Military service: Employment shall be considered as uninterrupted, except that
371 no credit shall be allowed for service in the Armed Forces.

372 4. Disciplinary action: No credit shall be allowed for employment interruption
373 due to disciplinary action.

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

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

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ARTICLE VIII

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NO-STRIKE PLEDGE

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

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

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

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

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

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ARTICLE IX

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LAY OFFS AND RECALLS

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

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1. All temporary Employees, whether full-time or part-time, within an affected
Department and classification shall be laid off before any full-time Employee is laid off.

414 within the Department and classification. Should the lay-off of full-time Employees be
415 necessary, such layoffs shall be accomplished based upon seniority.

416 2. Upon layoff any Employee shall be paid full value for all (100%) accrued
417 vacation time, compensatory time and sick time. Upon resignation by the Employee all
418 (100%) of accrued vacation time and compensatory time shall be paid at full value.

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

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

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

430 E. Employee Job Certification

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

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

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

442 4. The job classifications shall be as follows:-

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444 CATEGORY CL

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|-----|-------------|---|----------------------------------|
| 446 | GRADE 1 | - | Secretary to the Department Head |
| 447 | GRADE 2 (a) | - | Secretary with Steno |
| 448 | GRADE 2 (b) | - | Accounting/Bookkeeping |
| 449 | GRADE 3 | - | Data Entry Clerk |

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452 CATEGORY WC 1

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| 454 | B LINE | - | Arena Supervisor |
| 455 | D LINE | - | Assistant Purchasing Agent |
| 456 | F LINE | - | House Rehab. Spec. |
| 457 | G LINE | - | Engineering Aide |

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459 CATEGORY WC 3

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|-----|--------|---|--------|
| 461 | C LINE | - | (CDBG) |
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463 CATEGORY BC 2

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| 465 | A LINE | - | Master Mechanic (Police) |
| 466 | B LINE | - | Supervisor (Parks) |
| 467 | C LINE | - | Traffic and Safety |
| 468 | | | Auto Mechanic Helper |
| 469 | | | General Mechanic |
| 470 | D LINE | - | Auto Mechanic Helper |
| 471 | E LINE | - | Animal Control Officers |

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473 CATEGORY BC 1

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- 475 A LINE - Landscaper
- 476 B LINE - Safe and Clean Laborer

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F. Bumping Rights

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

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

G. Recall

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

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ARTICLE X

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JOB POSTINGS AND JOB DESCRIPTIONS

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

499 B. When an individual is promoted or changed from one pay grade into a higher pay
500 grade, said individual shall be placed into the lowest RANGE for that grade which results in
501 at least a five percent (5%) pay increase.

502 C. Job Description

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

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

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

519 F. When a position becomes temporarily vacant (for a period of time not to exceed six-
520 (6) months), equal opportunity shall be provided to as many qualified employees as
521 practicable to gain job experience. Said employees shall be rotated on a monthly basis

522 commencing with the senior most qualified employee. The availability of such positions shall
523 be posted in all departments.

524

525

ARTICLE XI

526

HOURS OF WORK AND OVERTIME

527 A. The work day shall start at 8:00 A.M. and end at 5:00 P.M. Employees starting and
528 ending times shall be scheduled to cover the work-day. Employees covered by this
529 Agreement shall work a thirty-seven and one-half (37.5) hour work week which shall consist
530 of five (5) seven and a half (7.5) hour work days plus a forty-five (45) minute lunch period,
531 thirty (30) minutes of which shall be unpaid time. Traffic and Safety, Secretary(ies) to Public
532 Works, Ice Rink and Clean Streets employees shall work a forty (40) hour week which shall
533 consist of five (5) eight (8) hour work days plus a forty-five (45) minute lunch, thirty (30)
534 minutes of which shall be unpaid time.

535 B. Any employee working beyond his/her normal work shift, as outlined above, shall
536 receive time and one-half his/her regular salary for all time worked beyond his normal work
537 day.

538 C. Any employee required to work on a Saturday or Sunday shall receive time and one-
539 half his regular salary for all time worked, except as might be otherwise provided herein.

540 D. Any employee required to work on a holiday shall receive time and one-half of the
541 normal salary for all hours worked plus the regular straight time pay for the holiday.

542 E. Any employee who is called in to work during their non-scheduled time shall receive a-
543 minimum of three (3) hours pay at time and one-half. Employees called in to work on any of

544 the holidays specified in this Agreement shall receive a minimum of four (4) hours pay in
545 accordance with Section D.

546 F. When the Township facilities are closed by order of the Mayor or Council for any
547 reason during what would be normal working hours, the employees covered by this
548 Agreement shall receive full pay as though it were a normal work day. This section shall also
549 apply to those employees reporting to work on such a day as Township facilities are closed
550 early.

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

557 G. Each employee shall have the option, at his or her discretion, to take their overtime
558 compensation in comp-time or money. The comp-time shall be earned in amounts equal to
559 the amount stated herein and shall be used as additional vacation time. At no time shall an
560 employee be permitted to accrue more than 240 hours of comp-time. All compensation
561 earned beyond 240 hours must be paid in cash. Prospectively, all employees will either be
562 paid or use comp their comp time within the Township's fiscal year in which the comp time is
563 earned. In the event said comp time is not used in the fiscal year earned it will be paid at the
564 collective bargaining agreement rate in effect at the time the comp time is earned.

565 H. A rotation system providing for an equal distribution of standby time, for those
566 employees required to assume such responsibilities, shall be developed in each appropriate

567 department at the beginning of each month. As developed, the schedule shall pay special
568 attention to the distribution of such standby assignments on holidays that have been identified
569 within this Agreement.

570 The clause shall in no way limit individual employees from exercising an option to
571 switch standby time among themselves as long as the involved employees are qualified for the
572 standby and as long as the appropriate department head has been informed.

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

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

588

ARTICLE XII

589

VACATION

590

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

591

following schedules:

592

A. All full-time employees shall be entitled to two (2) weeks after first year, three (3)

593

weeks after five (5) years and four (4) weeks after ten (10) years.

594

B. Employees shall be entitled to take individual vacation days upon one week (five (5)

595

working days) written notice to the Department Head.

596

C. Emergency use of vacation time shall continue as is current practice.

597

D. Applicability

598

The foregoing schedules shall apply to all personnel covered under this Section

599

employed as of January 1, of the current year. Personnel employed between January 1 and

600

July 31 of the current year shall be entitled to one-half (1/2) their regular vacation for that

601

year. Personnel employed after July 31 of the current year shall not be eligible for an annual

602

vacation during the current year.

603

E. Carrying Over of Vacation

604

One (1) week's vacation may be carried over into the following year with the approval

605

of the Business Administrator. If additional vacation time has not been taken because of work

606

demands imposed by management, all such vacation time may be carried over into the

607

following year and must be taken by June 30th of the following year unless work demands

608

preclude taking such time.

609

F. Vacation requests shall be acted upon and finalized within five (5) working days after

610

requests have been submitted to the Employer.

611 G. An employee shall cease to receive additional vacation time until that employee
612 returns to work from a leave due to reasons of illness or a non-work related disability. The
613 employee's anniversary date will be changed to reflect the time utilized for that leave.
614 NOTE: The use of accumulated paid leave (i.e. sick, vacation, personal) shall be considered
615 time worked.

616 **ARTICLE XIII**

617 **SICK LEAVE –**

618 A. Sick leave is to be considered an insurance type benefit, to be used when needed due
619 to personal illness or physical incapacity. Sick leave may be used for illness in an employee's
620 immediate family, requiring

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

623 B. All employees shall be allowed fifteen (15) sick days per year. Of these fifteen sick
624 days four (4) may be designated by the employee as personal days. Any of the four personal
625 days not taken by the employee by the end of each calendar year shall be accrued as sick time
626 and carried and part of the employee's sick time bank. On January 1st of each calendar year,
627 an employee will receive four (4) personal days and one (1) sick day. The remaining ten (10)
628 sick days will accrue each subsequent month with the exception of December.

629 C. Employees hired on or before July 1, 1982, shall be paid for up to a maximum of two
630 hundred eighty (280) days accrued sick time upon retirement. However, in no event shall said
631 payment exceed thirty thousand (\$30,000.00) dollars. Any employee who has more than
632 thirty thousand (\$30,000.00) dollars of accrued sick time on July 1, 1993 shall be
633 "grandfathered" and the amount in effect on that date shall become the employee's cap. The

634 Township has the option to pay for two (2) weeks or ten (10) working days of employees'
635 accumulated sick time as of thirty (30) sick days in reserve. If the employer does not
636 purchase the time from the employee, it will be accumulated as other sick time would be.
637 When bought back by the Township, such days shall permanently reduce maximum payable
638 sick time. Any purchase by the Township shall be solely with the employee's consent.

639 D. Employees hired after July 1, 1982 shall be paid for up to a maximum of one hundred
640 (100) days accrued sick time. However, in no event shall said payment exceed fifteen
641 thousand (\$15,000.00) dollars. Any employee who has more than fifteen thousand
642 (\$15,000.00) dollars of accrued sick time on July 1, 1993 shall be "grandfathered" and the
643 amount in effect on that date shall become the employee's cap. The same options for both the
644 Township and the employee, regarding the purchase of sick time accrued, listed in Section C
645 above shall be applicable.

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

650 F. Except as might be limited by Sections B, C, D and E of this Article, all unused sick
651 days shall be accruable and shall be paid upon retirement, lay off, or disability, to the
652 maximums stated herein. Any employee terminated for just cause shall not be entitled to this
653 benefit. All unused sick days, up to the maximum number of applicable accrued sick time,
654 shall be paid to the employee's beneficiary upon the death of the employee in accordance with
655 Sections B, C, D and E. Upon resignation the employee shall be paid 50% of his/her
656 accumulated sick days in accordance with Sections B, C, D and E. Not to exceed 50% of the

657 caps set forth in sections B, C, D and E. This ARTICLE in no way shall limit the total
658 number of days accruable for use by the employee as sick leave.

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

662 **ARTICLE XIV**

663 **CLOTHING ALLOWANCE**

664
665 A. All Traffic and Safety employees doing outside work shall receive a clothing
666 allowance of seven hundred fifty (\$750.00) dollars per year beginning on July 1, 2002 and
667 eight hundred (\$800.00) dollars per year beginning on July 1, 2003. Each Traffic and Safety
668 employee must possess two (2) summer uniforms, two (2) winter uniforms and safety shoes.

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

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

675

676 **ARTICLE XV**

677 **BEREAVEMENT LEAVE**

678

679 A. Five (5) days bereavement leave shall be provided to each employee without
680 deduction of pay for each occurrence of death in the employee's or the employee's spouse's

681 immediate family. The five (5) days shall be work days. The immediate family shall be
682 defined as: father, mother, step-father, step-mother, brother, sister, step-brother, step-sister,
683 grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson,
684 granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law.

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

690

691

ARTICLE XVI

692

MATERNITY LEAVE

693 A. It is understood that pregnancy shall be treated as any other disability and as such,
694 shall be covered under the sick leave provision of the Agreement.

695 B. An employee, upon request and submission of medical certification of pregnancy, take
696 a leave of absence without pay. This leave may be for any time prior to the birth of the child
697 and extend for six (6) months beyond the birth of the child. Request for leave shall be
698 submitted to the Mayor along with the appropriate medical certification, and such request
699 shall include the anticipated delivery date, the date upon which the leave shall end.

700 C. Any employee may return to work prior to the end of their leave by supplying thirty
701 (30) calendar days notice of their intent to return to work.

702 D. Any pregnant employee shall not be forced to take a leave by her employer because of
703 her pregnancy. If, however, the employer has evidence that her condition has critically

704 hampered her performance, the employer may require the employee to be examined by the
705 Township physician. Such examination shall be arranged during the employee's normal work
706 schedule with all costs and expenses related thereto to be borne by the employer. The doctor
707 shall report only whether or not the employee's pregnancy has disabled her from customary
708 job/position, thus placing the employee under any applicable disability statutes and clauses.

709

710

ARTICLE XVII

711

MANAGEMENT RIGHTS

712

713 A. The Township of Old Bridge hereby retains and reserves unto itself all powers, rights,
714 authority, duties and responsibilities conferred upon and vested in it prior to the signing of
715 this Agreement by the laws and Constitution of the State of New Jersey and of the United
716 States, including, but without limiting the generality of the foregoing the following rights:

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

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

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

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

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

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

734 B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of
735 the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in
736 the furtherance thereof, and the use of judgment and discretion in connection therewith, shall
737 be limited only by specific and express terms of this Agreement and then only to the extent
738 such specific and express terms hereof are in conformance with the Constitution and laws of
739 New Jersey and of the United States.

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

743

744

ARTICLE XVIII

745

ANIMAL CONTROL OFFICERS

746 A. Each Animal Control Officer shall be expected to work alternating weekends. In
747 compensation for this the employee shall have one day off of their choosing the following
748 week. Should the employee not utilize said day the following week, it shall be banked for
749 future use. No more than four (4) days shall be banked at any one time.

750 B. Employees shall be covered under the overtime provisions of this Agreement
751 regarding minimum call in time and overtime payment for all hours worked beyond their
752 normal work schedule. However, because the employee may be called out more than one
753 time, the employee will be paid for all actual hours worked, portal to portal, beyond and in
754 addition to the three-hour guarantee.

755 C. Each Animal Control Officer shall receive an annual clothing allowance of five
756 hundred (\$500.00) dollars. Said allowance shall be paid in one lump sum no later than April
757 1st of each year.

758 D. Each employee shall be provided with appropriate tools and safety apparatus as are
759 needed in the performance of the duties and responsibilities delegated an Animal Control
760 Officer, as deemed necessary by the Health Officer.

761

762

ARTICLE XIX

763

SALARY ADMINISTRATION GUIDE

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

767 1. A salary administration guide shall be developed based upon the current salary
768 status of each employee.

769 2. The guide shall consist of salary Range I, Range II and Range III. Range I
770 shall be established using the lowest salary in each job title. Range II shall be established
771 using an agreed to mid-range figure and Range III shall be established using an agreed to top

772 range category. The difference in each range shall be established at one thousand dollars
773 (\$1,000) but shall not diminish the current wage level of any employee.

774 3. Bus Drivers. Bus drivers driving for the Camp Robin program shall receive
775 their regular rate of pay. Therefore, for the first forty (40) hours worked in a week, regardless
776 of whether the driver is performing his/her regular assignment or driving for the Robin
777 Program, the driver shall receive compensation at the straight time rate. For all time worked
778 beyond 40 hours, regardless of whether the driver is performing his/her regular assignment or
779 driving for the Robin Program, the driver shall receive compensation at the rate of time and
780 one-half.

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

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

786 B. Blue collar employees shall be paid in accordance with the salary administration guide
787 contained herein. The administration of said guide shall be in accordance with the provisions
788 of Section A above.

789 C. All clerical employees hired before July 1, 1994, shall be eligible for a performance
790 review adjustment of \$1,000.00 in addition to their regular base salary. The administration of
791 the performance review and adjustments shall be in accordance with the procedures outlined
792 in Section A above. It is agreed that the \$1,000.00 adjustment may bring an employee's base
793 salary above the maximum figure for his or her salary range in which case the new maximum
794 shall increase to that level.

SALARY GUIDE
TEAMSTER NON-PROFESSIONALS
SFY 2005 - 7/1/04 - 6/30/05

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|-----------|--|-----------|-----------|-----------|
| Grade 1 | Secretary to Dept. Head | 32,658.47 | 34,575.60 | 36,492.73 |
| Grade 2-A | Secretary with Steno | 31,515.85 | 33,432.98 | 35,350.14 |
| | Tax Assessment Clerk | 24,596.90 | 26,385.93 | 28,431.17 |
| Grade 2-B | Senior Tax Assessment Clerk | 26,568.94 | 28,777.49 | 32,586.31 |
| | Accounts Payable/Finance | 29,658.79 | 30,745.32 | 32,130.36 |
| | Accounty Bookkeeper Cashier (Tax Collection) | 27,532.19 | 29,449.33 | 31,366.48 |
| Grade 3 | Data Entry Person | 25,139.67 | 27,056.79 | 28,973.94 |
| | Accounting Bookkeeper/Data Entry Person | 39,626.66 | 41,094.31 | 42,561.97 |
| | UCC Assistant Control Person | 26,568.94 | 28,917.19 | 32,586.31 |

CATEGORY WC-1 July 2004 - June 2005

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|--|-----------|-----------|-----------|
| Line B: | Arena Supervisor | 48,885.12 | 50,421.78 | 53,217.87 |
| | Administrative Aide | 45,202.31 | 47,617.88 | 50,031.57 |
| Line D: | Assistant Purchasing Agent | 43,611.08 | 46,026.66 | 48,440.36 |
| Line F: | Housing Rehabilitation Specialist | 44,234.15 | 46,649.75 | 49,063.41 |
| | Payroll Officer | 31,395.06 | 33,465.59 | 35,536.09 |
| | Accounts Control Clerk | 38,618.00 | 40,162.34 | 41,707.05 |
| Line I: | Assistant Arena Manager/Sports Coordinator | 35,528.23 | 36,995.88 | 38,463.54 |
| | Supervisor of Accounts | 42,286.77 | 43,754.44 | 45,222.10 |

CATEGORY CL July 2004 - June 2005

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|-----------------------------|-----------|-----------|-----------|
| Line C: | CDBG | 59,404.47 | 61,820.07 | 64,235.66 |
| Line H: | Chief Supervisor Clerks | 42,497.21 | 44,912.80 | 47,328.42 |
| | Family Day Care Coordinator | 27,817.05 | 29,173.97 | 30,530.89 |
| | UCR Coordinator | 36,637.08 | 37,994.00 | 39,350.93 |

CATEGORY BC July 2004- June 2005

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|--|-----------|-----------|-----------|
| A Line: | Landscaper | 38,210.48 | 40,127.64 | 42,044.77 |
| B Line: | Laborer B (after 6 months probation move to Laborer A) | 13.71 | 13.71 | 13.71 |
| | Laborer A | 17.51 | 17.51 | 17.51 |
| | Bus Driver | 13.84 | 13.84 | 13.84 |
| | Clean Streets Laborer (hired prior to 7/1/1994) | 45,017.44 | 45,017.44 | 45,017.44 |
| BC-2 | Master Mechanic - Police | 76,003.06 | 77,920.20 | 79,837.34 |
| A Line: | | 0.00 | 0.00 | 0.00 |
| B Line: | Traffic and Safety | 51,839.44 | 53,756.59 | 55,673.73 |
| | Signs and Lines | 52,594.79 | 54,511.93 | 56,429.08 |
| | Autobody Mechanic | 48,676.16 | 50,593.31 | 52,510.43 |
| | General Mechanic | 47,721.42 | 49,638.57 | 51,555.70 |
| C Line | Auto Mechanic Helper | 47,721.42 | 49,638.57 | 51,555.70 |
| D Line | Animal Control Officer | 36,203.25 | 39,381.87 | 41,299.00 |
| | Equipment Operator (hourly rate) | 24.83 | 24.83 | 24.83 |

SALARY GUIDE
TEAMSTER NON-PROFESSIONALS
SFY 2006 - 7/1/05 - 6/30/06

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|-----------|--|-----------|-----------|-----------|
| Grade 1 | Secretary to Dept. Head | 33,801.52 | 35,785.75 | 37,769.98 |
| Grade 2-A | Secretary with Steno | 32,618.90 | 34,603.13 | 36,587.39 |
| Grade 2-B | Tax Assessment Clerk | 25,457.79 | 27,309.44 | 29,426.26 |
| | Senior Tax Assessment Clerk | 27,498.85 | 29,784.70 | 33,726.83 |
| | Accounts Payable/Finance | 30,696.85 | 31,821.41 | 33,254.92 |
| Grade 3 | Accounty Bookkeeper Cashier (Tax Collection) | 28,495.82 | 30,480.06 | 32,464.31 |
| | Data Entry Person | 26,019.56 | 28,003.78 | 29,988.03 |
| | Accounting Bookkeeper/Data Entry Person | 41,013.59 | 42,532.61 | 44,051.64 |
| | UCC Assistant Control Person | 27,498.85 | 29,929.29 | 33,726.83 |

CATEGORY WC-I July 2005 - June 2006

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|--|-----------|-----------|-----------|
| Line B: | Arena Supervisor | 50,596.10 | 52,186.54 | 55,080.50 |
| | Administrative Aide | 46,784.39 | 49,284.51 | 51,782.67 |
| Line D: | Assistant Purchasing Agent | 45,137.47 | 47,637.59 | 50,135.77 |
| Line F: | Housing Rehabilitation Specialist | 45,782.35 | 48,282.49 | 50,780.63 |
| Line H: | Payroll Officer | 32,493.89 | 34,636.89 | 36,779.85 |
| | Accounts Control Clerk | 39,969.63 | 41,568.02 | 43,166.80 |
| Line I: | Assistant Arena Manager/Sports Coordinator | 36,771.72 | 38,290.74 | 39,809.76 |
| | Supervisor of Accounts | 43,766.81 | 45,285.85 | 46,804.87 |

CATEGORY CL July 2005 - June 2006

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|---|-----------|-----------|-----------|
| Line C: | CDBG | 61,483.63 | 63,983.77 | 66,483.91 |
| | CDBG Housing Rehab. Specialist/Sect. (effective 7/1/05) | 36,500.00 | 38,600.00 | 40,900.00 |
| Line H: | Chief Supervisor Clerks | 43,984.61 | 46,484.75 | 48,984.91 |
| | Family Day Care Coordinator | 28,790.65 | 30,195.06 | 31,599.47 |
| | UCR Coordinator | 37,919.38 | 39,323.79 | 40,728.21 |

CATEGORY BC July 2005- June 2006

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|--|-----------|-----------|-----------|
| A Line: | Landscaper | 39,547.85 | 41,532.11 | 43,516.34 |
| B Line: | Laborer B (after 6 months probation move to Laborer A) | 14.71 | 14.71 | 14.71 |
| | Laborer A | 18.64 | 18.64 | 18.64 |
| | Bus Driver | 14.32 | 14.32 | 14.32 |
| | Clean Streets Laborer (hired prior to 7/1/1994) | 46,593.05 | 46,593.05 | 46,593.05 |
| BC-2 | Master Mechanic - Police | 78,663.17 | 80,647.41 | 82,631.65 |
| A Line: | | | | |
| B Line: | Traffic and Safety | 53,653.82 | 55,638.07 | 57,622.31 |
| | Signs and Lines | 54,435.61 | 56,419.85 | 58,404.10 |
| | Autobody Mechanic | 50,379.83 | 52,364.08 | 54,348.30 |
| | General Mechanic | 49,391.67 | 51,375.92 | 53,360.15 |
| C Line | Auto Mechanic Helper | 49,391.67 | 51,375.92 | 53,360.15 |
| D Line | Animal Control Officer | 37,470.36 | 40,760.24 | 42,744.47 |
| | Equipment Operator (hourly rate) | 25.70 | 25.70 | 25.70 |

SALARY GUIDE
TEAMSTER NON-PROFESSIONALS
SFY 2007 - July 2006 to June 2007

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|-----------|--|-----------|-----------|-----------|
| Grade 1 | Secretary to Dept. Head | 37,483.47 | 39,683.84 | 41,884.21 |
| Grade 2-A | Secretary with Steno | 36,172.03 | 38,372.40 | 40,572.80 |
| | Tax Assessment Clerk | 29,339.80 | 31,393.15 | 33,740.55 |
| Grade 2-B | Senior Tax Assessment Clerk | 31,603.19 | 34,138.03 | 38,509.57 |
| | Accounts Payable/Finance | 35,149.54 | 36,396.60 | 37,986.26 |
| | Accounty Bookkeeper Cashier (Tax Collection) | 32,708.76 | 34,909.14 | 37,109.53 |
| Grade 3 | Data Entry Person | 29,962.76 | 32,163.12 | 34,363.51 |
| | Accounting Bookkeeper/Data Entry Person | 45,481.14 | 47,165.63 | 48,850.12 |
| | UCC Assistant Control Person | 31,603.19 | 34,298.37 | 38,509.57 |

CATEGORY WC-I July 2006 - June 2007

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|--|-----------|-----------|-----------|
| Line B: | Arena Supervisor | 56,107.46 | 57,871.15 | 61,080.34 |
| | Administrative Aide | 51,880.55 | 54,653.00 | 57,423.28 |
| Line D: | Assistant Purchasing Agent | 50,054.23 | 52,826.68 | 55,596.99 |
| Line F: | Housing Rehabilitation Specialist | 50,769.36 | 53,541.83 | 56,312.09 |
| Line H: | Payroll Officer | 36,033.40 | 38,409.84 | 40,786.23 |
| | Accounts Control Clerk | 44,323.46 | 46,095.97 | 47,868.90 |
| Line I: | Assistant Arena Manager/Sports Coordinator | 40,777.21 | 42,461.70 | 44,146.18 |
| | Supervisor of Accounts | 48,534.27 | 50,218.77 | 51,903.26 |

CATEGORY CL July 2006 - June 2007

CATEGORY BC July 2006- June 2007

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|---|-----------|-----------|-----------|
| Line C: | CDBG | 68,180.95 | 70,953.43 | 73,725.91 |
| | CDBG Housing Rehab. Specialist/Sect. (effective 7/1/05) | 40,475.89 | 42,804.64 | 45,355.18 |
| Line H: | Chief Supervisor Clerks | 48,775.79 | 51,548.27 | 54,320.77 |
| | Family Day Care Coordinator | 33,035.70 | 34,593.09 | 36,150.48 |
| | UCR Coordinator | 42,049.88 | 43,607.27 | 45,164.68 |

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|--|-----------|-----------|-----------|
| A Line: | Landscaper | 40,932.02 | 42,985.73 | 45,039.41 |
| B Line: | Laborer B (after 6 months probation move to Laborer A) | 15.74 | 15.74 | 15.74 |
| | Laborer A | 19.81 | 19.81 | 19.81 |
| | Bus Driver | 14.82 | 14.82 | 14.82 |
| | Clean Streets Laborer (hired prior to 7/1/1994) | 48,223.81 | 48,223.81 | 48,223.81 |
| BC-2 | Master Mechanic - Police | 81,416.38 | 83,470.07 | 85,523.76 |
| A Line: | | | | |
| B Line: | Traffic and Safety | 55,531.70 | 57,585.40 | 59,639.09 |
| | Signs and Lines | 56,340.86 | 58,394.54 | 60,448.24 |
| | Autobody Mechanic | 52,143.12 | 54,196.82 | 56,250.49 |
| | General Mechanic | 51,120.38 | 53,174.08 | 55,227.76 |
| C Line | Auto Mechanic Helper | 51,120.38 | 53,174.08 | 55,227.76 |
| D Line | Animal Control Officer | 41,551.95 | 45,200.19 | 47,400.56 |
| | Equipment Operator (hourly rate) | 26.60 | 26.60 | 26.60 |

SALARY GUIDE
TEAMSTER NON-PROFESSIONALS
SFY 2008 July 2007 - June 2008

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|-----------|--|-----------|-----------|-----------|
| Grade 1 | Secretary to Dept. Head | 38,795.39 | 41,072.77 | 43,350.16 |
| Grade 2-A | Secretary with Steno | 37,438.05 | 39,715.43 | 41,992.85 |
| Grade 2-B | Tax Assessment Clerk | 30,366.69 | 32,491.91 | 34,921.47 |
| | Senior Tax Assessment Clerk | 32,709.30 | 35,332.86 | 39,857.40 |
| | Accounts Payable/Finance | 36,379.77 | 37,670.48 | 39,315.78 |
| | Accounty Bookkeeper Cashier (Tax Collection) | 33,853.57 | 36,130.96 | 38,408.36 |
| Grade 3 | Data Entry Person | 31,011.46 | 33,288.83 | 35,566.23 |
| | Accounting Bookkeeper/Data Entry Person | 47,072.98 | 48,816.43 | 50,559.87 |
| | UCC Assistant Control Person | 32,709.30 | 35,498.81 | 39,857.40 |

CATEGORY WC-I July 2007 - July 2008

| | JOB TITLE | RANGE I | RANGE II | RANGE III |
|---------|--|-----------|-----------|-----------|
| Line B: | Arena Supervisor | 58,071.22 | 59,896.64 | 63,218.15 |
| | Administrative Aide | 53,696.37 | 56,565.86 | 59,433.09 |
| Line D: | Assistant Purchasing Agent | 51,806.13 | 54,675.61 | 57,542.88 |
| Line F: | Housing Rehabilitation Specialist | 52,546.29 | 55,415.79 | 58,283.01 |
| Line H: | Payroll Officer | 37,294.57 | 39,754.18 | 42,213.75 |
| | Accounts Control Clerk | 45,874.78 | 47,709.33 | 49,544.31 |
| Line I: | Assistant Arena Manager/Sports Coordinator | 42,204.41 | 43,947.86 | 45,691.30 |
| | Supervisor of Accounts | 50,232.97 | 51,976.43 | 53,719.87 |

CATEGORY CL July 2007 - June 2008

| JOB TITLE | | RANGE I | RANGE II | RANGE III |
|-----------|---|-----------|-----------|-----------|
| Line C: | CDBG | 70,567.28 | 73,436.80 | 76,306.32 |
| | CDBG Housing Rehab. Specialist/Sect. (effective 7/1/07) | 41,892.55 | 44,302.80 | 46,942.61 |
| Line H: | Chief Supervisor Clerks | 50,482.94 | 53,352.46 | 56,222.00 |
| | Family Day Care Coordinator | 34,191.95 | 35,803.85 | 37,415.75 |
| | UCR Coordinator | 43,521.63 | 45,133.52 | 46,745.44 |

CATEGORY BC July 2007 - June 2008

| JOB TITLE | | RANGE I | RANGE II | RANGE III |
|-----------|--|-----------|-----------|-----------|
| A Line: | Landscaper | 42,364.64 | 44,490.23 | 46,615.79 |
| B Line: | Laborer B (after 6 months probation move to Laborer A) | 16.81 | 16.81 | 16.81 |
| | Laborer A | 21.02 | 21.02 | 21.02 |
| | Bus Driver | 15.34 | 15.34 | 15.34 |
| | Clean Streets Laborer (hired prior to 7/1/1994) | 49,911.64 | 49,911.64 | 49,911.64 |
| BC-2 | Master Mechanic - Police | 84,265.95 | 86,391.52 | 88,517.09 |
| A Line: | | | | |
| B Line: | Traffic and Safety | 57,475.31 | 59,600.89 | 61,726.46 |
| | Signs and Lines | 58,312.79 | 60,438.35 | 62,563.93 |
| | Autobody Mechanic | 53,968.13 | 56,093.71 | 58,219.26 |
| | General Mechanic | 52,909.59 | 55,035.17 | 57,160.73 |
| C Line | Auto Mechanic Helper | 52,909.59 | 55,035.17 | 57,160.73 |
| | Animal Control Officer | 43,006.27 | 46,782.20 | 49,059.58 |
| D Line | Equipment Operator (hourly rate) | 27.53 | 27.53 | 27.53 |

795

ARTICLE XX

796

HOLIDAYS

797 A. All employees covered by this agreement shall receive fourteen (14) paid holidays as
798 follows:

- | | | |
|-----|-------------------------------|------------------------|
| 799 | New Years Day | Martin Luther King Day |
| 800 | Lincoln's Birthday | President's Day |
| 801 | Good Friday | Memorial Day |
| 802 | Independence Day | Labor Day |
| 803 | Veterans Day | Thanksgiving Day |
| 804 | Friday following Thanksgiving | Christmas Day |
| 805 | Two Floating Holidays | |
| 806 | | |

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

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

811

812

ARTICLE XXI

813

LONGEVITY

814 A. All employees except laborers hired after July 1, 1994, shall receive longevity
815 payment on the following basis (effective January 1, 2006 all employees shall receive
816 longevity payment on the following basis):

- | | | | |
|-----|----|------------------|---------|
| 817 | 1. | 5 years service | 2-1/2% |
| 818 | 2. | 10 years service | 5% |
| 819 | 3. | 15 years service | 7-1/2% |
| 820 | 4. | 20 years service | 10% |
| 821 | 5. | 24 years service | 12-1/2% |
| 822 | 6. | 29 years service | 15% |

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

826 1. Authorized leave of absence including disability leave at employees request:

827 From date of initial employment less time for leave of absence. The
828 employee's anniversary date will also be changed to reflect the time utilized
829 for that leave.

830 NOTE: The use of accumulated paid leave (i.e. sick, vacation, personal) shall
831 be considered time worked.

832 2. Resignation and subsequent rehiring

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

836 3. Military Service

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

839 4. Disciplinary Action

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

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

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ARTICLE XXII

846

SAVE HARMLESS

847 A. Employer agrees to indemnify and hold employees harmless from any liability which
848 employees may incur arising out of performance of his duties pursuant to this contract.
849 Employer further agrees to provide the employee with the necessary means for the defense of
850 any action or legal proceeding arising out of or incidental to the performance of his duties, but
851 not for his defense in any proceeding arising out of or commenced against him by the
852 Township of Old Bridge or any instrumentality thereof, or other disciplinary proceeding
853 instituted against him by the employer or in any criminal proceeding instituted as a result of a
854 complaint by the employer.

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856

ARTICLE XXIII

857

FULL-TIME TEMPORARY EMPLOYEES

858 A. Except as hereafter limited, all provisions of the existing master Agreement shall
859 apply to those individuals classified at their date of hire as full-time temporary employees.
860 Full-time temporary is defined as those employees filling designated full-time positions
861 within the bargaining unit for a period of one (1) year or less. No position within the
862 Township shall be so categorized for a period exceeding one (1) year.
863 B. All full-time temporary employees shall be hired at the appropriate probationary rate
864 for an existing job classification and remain there for the duration of the service as a
865 temporary in the position. The terms and conditions of employment for any newly created
866 full-time temporary position shall be posted and negotiated with the Union.

867 C. In the event an individual hired as a full-time temporary obtains permanent full-time
868 employment with the Township, time served as a temporary shall count toward that person's
869 probationary period. No person hired as a temporary shall attain status as a permanent full-
870 time employee in any position within the Township until the job posting procedures contained
871 within this contract have been satisfied.

872 D. Upon obtaining permanent employment within the Township, time served as a full-
873 time temporary employee shall count toward seniority and longevity in accordance with
874 Articles VII and XXIII of the master Agreement.

875 E. Should it become necessary for the Township to lay-off employees, full-time
876 temporary employees shall be laid off before any permanent employees.

877 F. Full-time temporary employees shall accrue one (1) sick day per month.

878 G. Provisions of Article XVI, Bereavement Leave, shall become applicable 90 calendar
879 days after the first day of service of a full-time temporary employee.

880 H. Provisions of Article XXIII, Professional Employee Rights, shall not be applicable to
881 full-time temporary employees.

882 I. After sixty (60) days' employment as a full-time temporary, each employee shall
883 receive one (1) vacation day for each two (2) months' continuous employment thereafter, to a
884 maximum of five (5) days per year. Upon obtaining permanent full-time employment, such
885 employees shall be covered under Article XIII of the master Agreement and treated as
886 permanent employees with vacation time computed from the original date their employment
887 commenced.

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ARTICLE XXIV

891

SEPARABILITY AND SAVINGS

892 A. If any provision of the Agreement or any application of this Agreement to any
893 employee or group of employees is held to be invalid by operation of law or by a court or
894 other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other
895 provisions shall not be affected thereby and shall continue in full force and effect.

896 B. Should any provision be found contrary to the law, such provision shall no longer
897 serve as operative. Should a change in the law reserve such a standing, the inoperative
898 section shall, from that point forward, be in full force once again.

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ARTICLE XXV

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PERMANENT PART-TIME EMPLOYEES

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R E S E R V E D

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ARTICLE XXVI

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EDUCATION STIPEND

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ARTICLE XXVII

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ACCRUAL OF BENEFITS

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ARTICLE XXVIII

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DURATION OF AGREEMENT

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If an employee receives prior written approval from the Township Administrator to take a particular course or the employee is required by the Township to take a particular course, upon successful completion of said course, the employee shall be reimbursed for the cost of said course.

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

This Agreement shall be in full force and effect retroactively "unless expressly noted herein" from July 1, 2004 and until it expires on June 30, 2008.

Negotiations for a successor agreement shall commence no later than February 15, 2008. It is understood that should a new agreement not be settled prior to the expiration of this contract, all benefits and terms contained herein shall remain in full force and effect.

IT IS UNDERSTOOD that this incorporates all amendments, additions, or deletions to the Agreement between the parties for the period July 1, 2004 through June 30, 2008, and it is further understood that, unless expressly noted herein, all other contract provisions which

925 were in effect as of June 30, 2004 and all other terms and conditions so enjoyed shall continue
926 in full force and effect.

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928 FOR THE TOWNSHIP

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932 James T. Phillips, Mayor

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Date: 7-13-06

Business Administrator

Date: 7/13/06

FOR THE UNION:

P. Camerota

President

Recording Sec'y

Date: 9-13-2006

Mercedes Diavosa

Steward Asst.

Date: 7/13/06