

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

Between

**THE TOWNSHIP OF OLD BRIDGE**

And

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

---

**July 1, 2004 through June 30, 2008**

---

**INDEX**

<b><u>Article</u></b>	<b><u>Page No.</u></b>
PREAMBLE.....	1
I. RECOGNITION .....	1
II. NEGOTIATING PROCEDURE .....	2
III. GRIEVANCE PROCEDURE .....	3
IV. EMPLOYEES’ RIGHTS.....	6
V. UNION RIGHTS .....	7
VI. HEALTH INSURANCE .....	9
VII. SENIORITY .....	13
VIII. NO-STRIKE PLEDGE.....	14
IX. LAY OFFS AND RECALLS.....	15
X. JOB POSTINGS AND JOB DESCRIPTIONS .....	18
XI. HOURS OF WORK AND OVERTIME.....	20
XII. VACATION.....	22
XIII. SICK LEAVE.....	24
XIV. CLOTHING ALLOWANCE .....	26
XV. BEREAVEMENT LEAVE .....	26
XVI. MATERNITY LEAVE .....	27
XVII. MANAGEMENT RIGHTS .....	28
XVIII. SALARY ADMINISTRATION GUIDE .....	29
XIX. HOLIDAYS.....	30
XX. LONGEVITY .....	31

47	XXI. PROFESSIONAL EMPLOYEE RIGHTS .....	32
48		
49	XXII. FULL-TIME TEMPORARY EMPLOYEES .....	33
50		
51	XXIII. SEPARABILITY AND SAVINGS.....	35
52		
53	XXIV. PERMANENT PART-TIME EMPLOYEES.....	35
54		
55	XXV. EDUCATION STIPEND.....	36
56		
57	XXVI. ACCRUAL OF BENEFITS .....	36
58		
59	XXVII. DURATION OF AGREEMENT/SIGN-OFF .....	36
60		
61	ATTACHMENT	
62	- WC-1	
63	- WC-11	
64	- WC-111	

65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85

**PREAMBLE**

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

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**

**RECOGNITION**

- A. The Employer hereby recognizes the Teamsters Local No. 469 as the exclusive representative for collective negotiations with respect to raises of pay, wages, hours of work, and other conditions of employment for all employees represented by said Union.
- B. Included in the negotiating unit shall be all eligible full-time permanent professional employees of the Township of Old Bridge as set forth in the Certification of Representation, Dkt. No. RO-92-158, issued by the Public Employment Relations Commission. However, it is agreed that all employees such as police officers, police dispatchers, non-professional employees, public works employees, road department employees, crossing guards, officials, heads of departments and agencies, members of boards and commissions, managerial executives, and all supervisors having the power to hire, discharge, discipline, evaluate, promote, or effectively recommend same and confidential employees are excluded from the unit.

86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105

**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.

106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126

**ARTICLE III**

**GRIEVANCE PROCEDURE**

A. Definition

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

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

B. Purpose

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

C. Procedure

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

1. LEVEL ONE

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

127           2.     LEVEL TWO

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

131           3.     LEVEL THREE

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

135           4.     LEVEL FOUR

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

143 D.     Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

171  
172



- 173 1. the investigation and presentation of grievances in accordance with the  
174 provisions of the collective bargaining agreement;  
175  
176 2. the collection of dues when authorized by appropriate local union action;  
177  
178 3. the transmission of such messages and information which shall originate  
179 with, and are authorized by the Local Union or its officers, provided such  
180 messages and information:  
181  
182 a. have been reduced to writing, or  
183  
184 b. if not reduced to writing, are of a routine nature and do not  
185 involve work stoppages, slowdowns, or any other interference  
186 with the Township's business.  
187

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

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

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

197

198

#### **ARTICLE IV**

199

#### **EMPLOYEES' RIGHTS**

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

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

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

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

219

220

## **ARTICLE V**

221

### **UNION RIGHTS**

222 A. Union Dues Deduction

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

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

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

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

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

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

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

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

248

249

**ARTICLE VI**

250

**HEALTH INSURANCE**

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

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

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

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

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

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

273 C. The monthly health and welfare fund contribution of nine hundred forty-one dollars  
274 (\$941.00) a month shall remain in effect until June 30, 2004. At that time the Fund may be  
275 allowed to increase the monthly contribution per employee a maximum of 10% per month,  
276 providing the Fund can justify said increase to the Township.

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

284 E. Long Term Disability Pay

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

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

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

297 Employees are required to provide verification from a health care provider for all  
298 leave provided for in this section. The Township may at any time require an employee submit  
299 to a fitness for duty exam by a Township appointed physician for leave provided for in this  
300 section.

301 Employees hired after May 1, 2006 shall not be eligible for the 2/3 intermediate  
302 benefits as outlined above in this section.

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

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

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

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

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

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

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

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

336 J. Upon retirement, all retirees shall sign a Coordination of Health Benefits Agreement.  
337 In the event that the retiree becomes re-employed in any capacity, where such employer  
338 provides health benefits for which the retiree is eligible, and the retiree is not required to

339 contribute to the cost of those benefits, said re-employed retiree shall be required to obtain  
340 such coverage as their primary insurance. The Township shall maintain coverage as a  
341 secondary insured. Any retiree found in violation of this section shall be liable for all medical  
342 expenses incurred during such time of violation.

343 **ARTICLE VII**

344 **SENIORITY**

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

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

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

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

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



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

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

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

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

371

372

**ARTICLE VIII**

373

**NO-STRIKE PLEDGE**

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

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

383 C. The Union agrees that it will do everything in its power to prevent its members from  
384 participating in any strike, work stoppage, slow-down or other activity aforementioned,

385 including, but not limited to publicly disavowing such action and directing all such members  
386 who participate in such activities to cease and desist from same immediately and return to  
387 work, or such other steps as may be necessary under the circumstances, and to bring about  
388 compliance with its orders.

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

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

399

400

**ARTICLE IX**

401

**LAY OFFS AND RECALLS**

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

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

408           2.       Upon layoff any Employee shall be paid full value for all (100%) accrued  
409 vacation time, compensatory time and sick time. Upon resignation by the Employee all  
410 (100%) of accrued vacation time and compensatory time shall be paid at full value.

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

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

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

422 E.       Employee Job Certification

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

429           2.       Any employee who subsequently changes positions would be given a new  
430 primary employee job certification reflective of the new position. He would, however,

431 maintain his old PEJC as a Secondary Employee Job Certification (SEJC). This process  
432 would repeat and pyramid each time that employee changes positions.

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

435 4. The job classifications shall be as follows:

436 CATEGORY WC 1

437

438 A LINE - Building Code Enforcement  
439 Zoning Code Enforcement  
440 C LINE - Program Supervisor

441

442 CATEGORY WC 2

443

444 A LINE Engineer III  
445 B LINE Engineer II  
446 C LINE Engineer I  
447 D-1 LINE Project Coordinator/Engineering  
448 D LINE Engineer Technician IV  
449 E LINE Engineer Technician III  
450 F LINE Engineer Technician II  
451 G LINE Engineer Technician I  
452 H LINE Sub Code Official

453

454

455 CATEGORY WC 3

456

457 D LINE - Psychologist  
458 E LINE - Senior Sanitary Inspector  
459 F LINE - Accountant  
460 G LINE - Deputy Tax Assessor  
461 Assistant Tax Assessor  
462 I LINE - Field Inspector Assessor

463

464 F. Bumping Rights

465

466 1. Bumping shall be based upon seniority within an employee's PEJC first. An

467 employee who is lowest in seniority within his PEJC may then bump into his SEJC's

468 according to seniority Township-wide. Seniority within an SEJC shall be accrued even  
469 though a person may have a new PEJC.

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

476 G. Recall

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

479

## **ARTICLE X**

480

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

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

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

487 C. Job Description

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

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

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

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

509

510

**ARTICLE XI**

511

**HOURS OF WORK AND OVERTIME**

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

520 B. Any employee working beyond his normal work shift, as outlined above, shall receive  
521 time and one-half his regular salary for all time worked beyond his normal work day.

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

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

526 E. Any employee who is called in to work during their non-scheduled time shall receive a  
527 minimum of three (3) hours pay at time and one-half. Employees called in to work on any of  
528 the holidays specified in this Agreement shall receive a minimum of four (4) hours pay in  
529 accordance with Section D.

530 F. When the Township facilities are closed by order of the Mayor or Council for any  
531 reason during what would be normal working hours, the employees covered by this  
532 Agreement shall receive full pay as though it were a normal work day. This section shall also

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

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

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

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

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

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



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

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

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

573

574

## **ARTICLE XII**

575

### **VACATION**

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

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

580 B. Employees shall be entitled to take individual vacation days upon one week (five (5)  
581 working days) written notice to the Department Head.

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

583 D. Applicability

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

589 E. Carrying Over of Vacation

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

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

597 G. An employee shall cease to receive additional vacation time until that employee  
598 returns to work from a leave due to reasons of illness or a non-work related disability. The  
599 employee's anniversary date will be changed to reflect the time utilized for that leave.

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

601 time worked.

602

603

**ARTICLE XIII**

604

**SICK LEAVE**

605 A. Sick leave is to be considered an insurance type benefit, to be used when needed due  
606 to personal illness or physical incapacity. Sick leave may be used for illness in an employee's  
607 immediate family, requiring the employee's attention. Immediate family is defined as:  
608 mother, father, grandparents, husband, wife, son, daughter and other blood relative residing in  
609 the employee's household.

610 B. All employees shall be allowed fifteen (15) sick days per year. Of these fifteen sick  
611 days four (4) may be designated by the employee as personal days. Any of the four personal  
612 days not taken by the employee by the end of each calendar year shall be accrued as sick time  
613 and carried and part of the employee's sick time bank. On January 1<sup>st</sup> of each calendar year  
614 an employee will received four (4) personal days and one (1) sick day. The remaining ten  
615 (10) sick days will accrue each subsequent month with the exception of December.

616 C. Employees hired on or before July 1, 1982, shall be paid for up to a maximum of two  
617 hundred eighty (280) days accrued sick time upon retirement. However, in no event shall said  
618 payment exceed thirty thousand (\$30,000.00) dollars. Any employee who has more than  
619 thirty thousand (\$30,000.00) dollars of accrued sick time on July 1, 1993 shall be  
620 "grandfathered" and the amount in effect on that date shall become the employee's cap. The  
621 Township has the option to pay for two (2) weeks or ten (10) working days of employees'  
622 accumulated sick time as of thirty (30) sick days in reserve. If the employer does not  
623 purchase the time from the employee, it will be accumulated as other sick time would be.

624 When bought back by the Township, such days shall permanently reduce maximum payable  
625 sick time. Any purchase by the Township shall be solely with the employee's consent.

626 D. Employees hired after July 1, 1982 shall be paid for up to a maximum of one hundred  
627 (100) days accrued sick time. However, in no event shall said payment exceed fifteen  
628 thousand (\$15,000.00) dollars. Any employee who has more than fifteen thousand  
629 (\$15,000.00) dollars of accrued sick time on July 1, 1993 shall be "grandfathered" and the  
630 amount in effect on that date shall become the employee's cap. The same options for both the  
631 Township and the employee, regarding the purchase of sick time accrued, listed in Section C  
632 above shall be applicable.

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

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

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

649

650

#### **ARTICLE XIV**

651

#### **CLOTHING ALLOWANCE**

652 A. All Traffic and Safety employees doing outside work shall receive a clothing  
653 allowance of seven hundred fifty dollars (\$750.00) per year effective July 1, 2002 and eight  
654 hundred dollars (\$800.00) per year effective July 1, 2003. Each Traffic and Safety employee  
655 must possess two (2) summer uniforms, two (2) winter uniforms and safety shoes.

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

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

662

663

#### **ARTICLE XV**

664

#### **BEREAVEMENT LEAVE**

665 A. Five (5) days bereavement leave shall be provided to each employee without  
666 deduction of pay for each occurrence of death in the employee's or the employee's spouse's  
667 immediate family. The five (5) days shall be work days. The immediate family shall be  
668 defined as: father, mother, step-father, step-mother, brother, sister, step-brother, step-sister,

669 grandfather, grandmother, spouse, son, daughter, son-in-law, daughter-in-law, grandson,  
670 granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law.

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

676

677

## **ARTICLE XVI**

678

### **MATERNITY LEAVE**

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

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

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

688 D. Any pregnant employee shall not be forced to take a leave by her employer because of  
689 her pregnancy. If, however, the employer has evidence that her condition has critically  
690 hampered her performance, the employer may require the employee to be examined by the  
691 Township physician. Such examination shall be arranged during the employee's normal work

692 schedule with all costs and expenses related thereto to be borne by the employer. The doctor  
693 shall report only whether or not the employee's pregnancy has disabled her from customary  
694 job/position, thus placing the employee under any applicable disability statutes and clauses.

695

696

## **ARTICLE XVII**

697

### **MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

728

729

### **ARTICLE XVIII**

730

#### **SALARY ADMINISTRATION GUIDE**

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

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

736           2.     The guide shall consist of salary Range I, Range II and Range III. Range I  
737 shall be established using the lowest salary in each job title. Range II shall be established



738 using an agreed to mid-range figure and Range III shall be established using an agreed to top  
739 range category. The difference in each range shall be established at one thousand dollars  
740 (\$1,000) but shall not diminish the current wage level of any employee.

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

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

746

747

**ARTICLE XIV**

748

**HOLIDAYS**

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

751	New Years Day	Labor Day
752	Martin Luther King Day	Veterans Day
753	Lincoln's Birthday	Thanksgiving Day
754	President's Day	Friday following Thanksgiving
755	Good Friday	Christmas Day
756	Memorial Day	Two Floating Holidays
757	Independence Day	

758

759

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

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

764

765

**ARTICLE XX**

766

**LONGEVITY**

767 All employees covered under this Agreement shall receive longevity payment on the

768 following basis:

769	1.	5 years service	2-1/2%
770	2.	10 years service	5%
771	3.	15 years service	7-1/2%
772	4.	20 years service	10%
773	5.	24 years service	12-1/2%
774	6.	29 years service	15%

775

776 B. Consecutive years in service shall be computed from the date of initial full-time

777 employment by the Township, except where service was interrupted. In such cases,

778 consecutive years shall be computed as follows:

779 1. Authorized leave of absence including disability leave at employee's request:

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

781 employee's anniversary date will also be changed to reflect the time

782 utilized for that leave.

783 NOTE: The use of accumulated paid leave (i.e. sick, vacation, personal) shall

784 be considered time worked.

785 2. Resignation and subsequent rehiring

786 If a person resigns and is rehired within one (1) year of his resignation, he shall

787 be allowed to work five (5) consecutive years and then have his time bridged back to his

788 original hiring date and all benefits and longevity pay shall be forthcoming.

789 3. Military Service

790 Employment shall be considered as uninterrupted except no credit shall be

791 allowed for service in the Armed Forces.

792 4. Disciplinary Action

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

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

796

797

## **ARTICLE XXI**

798

### **PROFESSIONAL EMPLOYEE RIGHTS**

799 A. Training, Travel and Professional Organization Dues

800 Professional employees shall be defined as those employees within the categories of  
801 WC-1, WC-2 and WC-3. The Township shall be responsible for all registration fees, sundry  
802 expenses, and release time for seminars, workshops, and lectures and/or other programs for  
803 mandated professional improvement or maintenance of required professional certification for  
804 those employees who only utilize their professional license for their Township of Old Bridge  
805 employment. The Township shall only pay its pro rata share of these expenses for employees  
806 who utilize their professional licenses in one or more other municipalities (example: if an  
807 employee works in one other municipality the Township of Old Bridge shall only reimburse  
808 half the costs outlined in this section. Non-required seminars, workshops, and lectures shall  
809 be considered by the Township Business Administrator for reimbursement at his discretion.  
810 Mileage, travel and other related expenses from such mandated sessions shall be paid by the  
811 Township. The mileage rate shall be the current IRS maximum.

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

814 B. Save Harmless

815 Employer agrees to indemnify and hold employees harmless from any liability which  
816 employees may incur arising out of performance of his duties pursuant to this contract.  
817 Employer further agrees to provide the employee with the necessary means for the defense of  
818 any action or legal proceeding arising out of or incidental to the performance of his duties, but  
819 not for his defense in any proceeding arising out of or commenced against him by the  
820 Township of Old Bridge or any instrumentality thereof, or other disciplinary proceeding  
821 instituted against him by the employer or in any criminal proceeding instituted as a result of a  
822 complaint by the employer.

823

824

## **ARTICLE XXII**

825

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

826 A. Except as hereafter limited, all provisions of the existing master Agreement shall  
827 apply to those individuals classified at their date of hire as full-time temporary employees.  
828 Full-time temporary is defined as those employees filling designated full-time positions  
829 within the bargaining unit for a period of one (1) year or less. No position within the  
830 Township shall be so categorized for a period exceeding one (1) year.

831 B. All full-time temporary employees shall be hired at the appropriate probationary rate  
832 for an existing job classification and remain there for the duration of the service as a  
833 temporary in the position. The terms and conditions of employment for any newly created  
834 full-time temporary position shall be posted and negotiated with the Union.

835 C. In the event an individual hired as a full-time temporary obtains permanent full-time  
836 employment with the Township, time served as a temporary shall count toward that person's  
837 probationary period. No person hired as a temporary shall attain status as a permanent full-

838 time employee in any position within the Township until the job posting procedures contained  
839 within this contract have been satisfied.

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

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

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

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

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

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

856

857

**ARTICLE XXIII**

858

**SEPARABILITY AND SAVINGS**

859

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

863

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

866

867

**ARTICLE XXIV**

868

**PERMANENT PART-TIME EMPLOYEES**

869

R E S E R V E D

870

**ARTICLE XXV**

871

**EDUCATION STIPEND**

872

873

874

875

876

877

**ARTICLE XXVI**

878

**ACCRUAL OF BENEFITS**

879

880

881

882

**ARTICLE XXVII**

883

**DURATION OF AGREEMENT**

884

885

886

887

888

889

890

891

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

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

894

895 FOR THE TOWNSHIP

FOR THE UNION:

896

897

898

899 \_\_\_\_\_  
Mayor

\_\_\_\_\_   
President

900

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

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

902

903

904

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

\_\_\_\_\_   
Steward

906

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

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

908