

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INTERNATIONAL UNION OF OPERATING
ENGINEERS**



LOCAL 68-68A-68B, AFL-CIO

AND

TOWNSHIP OF HOLMDEL

Site: Same As Above - (Blue Collar)
Holmdel, NJ

JANUARY 01, 2023 - DECEMBER 31, 2027

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This Agreement made Sixteenth day of June, 2023 between the **TOWNSHIP OF HOLMDEL**, having offices at **4 Crawfords Corner Road, Holmdel, NJ 07733** hereinafter referred to as the ("Township") and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B**, affiliated with the **AFL-CIO**, having offices at **11 Fairfield Place, West Caldwell, NJ 07006**, hereinafter referred to as the ("Union").

ARTICLE I - RECOGNITION

A. In accordance with the provisions of the New Jersey Public Employment Relations Act, the Township recognizes the Union as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for the following unit certified by the New Jersey Public Employment Relations Commission,

Unit: International Union of Operating Engineers, Local 68-68A-68B

Included: All Blue-Collar workers employed by the Township.

- B. Working Test Period: Except where State requirements direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to a working test period of 90 Days. During the working test period, the new employee or transferee will be provided with training and guidance from the supervisor. The working test period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Township uses this period to evaluate employee capabilities, work habits, and overall performance. New employees may be discharged at any time during this period if the Director concludes that the employee is not progressing or performing satisfactorily.
- C. All new and rehired employees work on a probationary basis. If work is unsatisfactory, progress reports are required at the end of two months and at the completion of the working test period of 90 days after their date of hire. Employees who are promoted or transferred within the Township must complete a secondary introductory period of the same length with each reassignment to a new position.

- D. If the Township decides to terminate an employee at the end of the working test period for unsatisfactory performance, the Township must provide the employee with written notice via hand delivery or certified mail. The written notice must inform the employee that he or she has the right, within twenty (20) days of receipt of the notice, to request a hearing before the Civil Service Commission. The written notice must be served not more than five (5) working days prior to or five (5) working days following the last day of the working test period. A written notice served after this period creates a presumption that the employee has attained permanent service. N.J.A.C. 4A:2-4.1; N.J.A.C. 4A:4-5.3.
- E. In cases of promotions or transfers within the Township, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee may be allowed to return to his or her former job, provided the employee had established permanent status in that job, or to a comparable job for which there is an opening, if the employee is qualified.
- F. During the working test period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance, Social Security, and other Township-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements. Newly hired employees are not eligible for payment of paid time off except holidays until the successful completion of their working test period.
- G. Benefits eligibility and employment status are not changed during the secondary probationary period that results from a promotion or transfer within the Township.
- H. During an employee's initial working test period nothing in the procedure set forth in this section shall alter the Township's at will employment policy.

ARTICLE II – DUES CHECK-OFF

A. Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit dues deducted as directed on the authorization card.

The Union will provide the necessary check-off authorization forms and secure the signatures of its members on said forms, and deliver said forms to the designated Township officials as provided for in N.J.S.A. 52:14-15.9 (e).

B. No deduction will be made for any month in which there is insufficient pay available to cover same after all deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.

C. Dues deducted from employee's pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

D. The Union indemnifies, defends, and saves the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under all sections of this Article.

E. If the Employer fails to remit deducted share fees, initiation fees, dues or contributions to the Union or the Funds as applicable, after thirty (30) days of the fifteenth of the month following their deduction, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the arbitrator finds that the delinquency violates this Agreement, the arbitrator may award interest, at the prime rate, for the period that the delinquent amounts remained outstanding and may award the Union costs of the arbitration. As a condition of the Union's proceeding directly to arbitration in the above manner, the Union must serve the Employer with at least fourteen (14) days written notice, via certified mail, of the delinquent fair share fees, initiation fees, dues or contributions after the above time period has passed.

ARTICLE III – BULLETIN BOARDS

A. Space on existing bulletin boards will be made available to the Union for the purpose of posting Union notices relating to meetings, dues entertainment, health safety and welfare of Union members.

B. Materials to be posted on the bulletin boards will be signed by the shop steward and in no event shall any material be posted which is deemed by the Township Administrator or his/her designee to be detrimental to the good order of the Township.

ARTICLE IV – GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by a member of the bargaining unit or the Union that there has been a misinterpretation or misapplication of the terms and conditions of this Agreement.

B. Level One:

Within fourteen (14) calendar days after the occurrence of the condition giving rise to the grievance, a grievance may be submitted in writing to the immediate Supervisor by the grievant with or without a Union Committee Representative. Within five (5) business days thereafter, a written reply shall be given by the Supervisor to the grievant and Union Representative.

Level Two:

Within five (5) business days from receipt of the Supervisor's reply, the Union may submit the unresolved grievance in writing to the Department Head. Department Head has five (5) business days to respond.

Level Three:

Within five (5) business days from receipt of the Department Head's reply, the Union may submit the unresolved grievance in writing to the Township Administrator. The Township Administrator, in his/her discretion, shall either review the grievance as submitted in writing and

provide a written decision within five (5) business days from the date of the submission, or hold a meeting with the Union Representative and the grievant within the five (5) business days and within ten (10) business days after hearing the grievance, the Township Administrator shall submit a decision in writing.

In grievances where the Supervisor and the Department Head is the same person, Level Two will be omitted and the matter will proceed to Level Three.

Level Four:

If the grievance is not settled through Steps One through Three, either party may refer the matter to the New Jersey Public Employment Relations Commission within twenty (20) calendar days after the determination of the Business Administrator or his/her designee. An arbitrator shall be selected pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission.

The arbitrator shall be limited to the issue before him/her. The arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties. Appeals of major discipline, as defined by the Civil Service Commission rules and regulations, shall proceed through the appeal process provided by the Civil Service Commission. Appeals of minor discipline as defined by the Civil Service Commission rules and regulations, shall proceed through the grievance procedure set forth in this Article.

C. 1. Any grievance not presented under the Grievance Procedure described herein by the employee or the Union within fourteen (14) calendar days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless such time limit is extended by the Township. No payment shall be retroactive prior to the date of occurrence of the condition giving rise to the grievance unless by mutual agreement which must be in writing.

2. Should any appeal from the disposition of a grievance by a representative of the Township not be taken by the Union within the time limits set forth in Section B of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Union, or from which no

appeal has been taken by the Union, shall be final and conclusive and binding upon the employee, the Township and the Union.

3. If the Township does not respond to a grievance within the time periods set forth in the Grievance Procedure and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step at the expiration of the time period for the Township to respond to the grievance.

ARTICLE V – UNION SECTION COMMITTEE BUSINESS AND VISITATION

A. After first receiving the permission of the Township Administrator or his/her designee, the Union's Section Representative or any officer of the local Union shall have admission to the Township premises during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such Representative, however, shall have the privilege of roaming about the premises. The Representative shall not, in any way, interfere with the operation of the Department during working hours and this privilege shall be so exercised as to help at a minimum time loss thereby to the Township.

B. Shop Stewards designated by the Union are specifically granted to meet with, discuss resolution of grievances with, and adjust other issues which do not require renegotiation of the collective bargaining agreement with authorized representatives of management. Any change in identity of the Union's shop stewards shall be made known to the Township Administrator upon such change.

ARTICLE VI – HOURS OF WORK AND OVERTIME

A. Hours of Work

The Township agrees that forty (40) hours per week, eight (8) hours per day, five (5) days per week, exclusive of any lunch break, shall constitute a regular week's work, hereinafter called the "workweek", for all full-time employees employed by the Township.

B. Overtime

1. The Union recognizes the Township's need for and right to require reasonable amounts of overtime.

2. The amount of overtime and the schedule for working such overtime will be established by the Township. The Township agrees that it will give reasonable prior notification of any scheduled overtime, unless circumstances preclude the Township from giving such prior notification.

3. In the Public Works Department and Maintenance Department, in non-job continuation or Saturday overtime, the following procedure shall be followed. Where possible, said overtime shall be posted four (4) days in advance, or sooner, of the scheduled overtime. Volunteers in the required job classification shall sign up for said overtime by the end of the workday in which the overtime is posted. The volunteers shall be selected by seniority in rotation order. If a sufficient number of qualified volunteers for the required classification are not secured, overtime shall be assigned to the qualified low hour employee in the required classification. Said overtime assignments shall be made by the end of the following day.

Failure of an employee to report when the employee has either agreed to work or been assigned said overtime shall be subject to disciplinary action.

4. Overtime shall be equally distributed to the extent possible among the employees who normally perform the work to be completed. No overtime shall be worked or paid for unless first authorized by the supervisor in charge.

5. The Township agrees that it will pay time and one-half (1-1/2) the regular straight-time hourly rate for all authorized time actually worked in excess of forty (40) hours of work (exclusive of any lunch break) in the standard work week.

6. When it becomes necessary for any employee eligible for overtime to return to duty from his/her place of residence or other location, for other than that time which would be a continuation of the employee's regular work day or time that would continue into the regular work

day, he/she shall be entitled to call-in pay. The employee is guaranteed a minimum of four (4) hours overtime at his/her overtime rate.

7. When an employee is called into work on a holiday, they shall receive regular holiday pay and shall be paid double time for the hours worked.

8. There shall be no pyramiding of overtime.

9. Employees who are required to work during a period of time that Township offices are closed based on a State of Emergency declared by the Governor will be entitled to be paid at time and one-half hours worked during the declared State of Emergency.

10. Compensatory time shall be administered as per the Fair Labor Standards Act with a bank not to exceed 120 hours of which use shall not be unreasonably denied.

11. The Township agrees to provide a hot meal when the members are required to work seven (7) or more overtime hours after the completion of their normal shift.

12. Sunday shall be a premium day and any work performed on that day shall be paid at double (2 x) the regular straight time hourly rate of pay.

ARTICLE VII - HOLIDAYS

1. For purposes of this Agreement, there shall be thirteen (13) named holidays plus two (2) floating holidays. The Union shall be provided with the dates of the thirteen (13) named holidays in December of the preceding year.
2. The employees who are on leave of absence without pay will not be eligible for holiday pay.
3. In order to qualify for holiday pay, employees must work their scheduled workday immediately following the holiday or holiday weekends unless currently on vacation, bereavement or extended sick leave.

ARTICLE VIII - VACATION

A. Employers shall earn vacation on the basis of the following schedule:

One day for each full month of service during the first calendar year;

After 1 year and up to 5 years of service, 13 working days vacation;

After 5 year and up to 10 years of service, 15 working days vacation;

After 10 year and up to 15 years of service, 17 working days vacation;

After 15 year and up to 20 years of service, 19 working days vacation;

After 20 year and up to 25 years of service, 22 working days vacation;

After 25 years of service, 27 days working days vacation;

The effective date for the extra vacation days shall be the employee's anniversary date.

B. Each year a maximum of forty (40) hours of unused vacation time can be used the following year by March 31st. Upon termination of employment, an employee will receive payment for all accrued vacation leave. An employee whose employment is terminated prior to the expiration of the working test period will not be entitled to vacation pay.

C. Scheduling of employees' vacation shall be as follows: The employees in each Department shall pick their vacation according to their seniority in each title. The Township shall have the right to limit when vacations can be taken and the number of employees who can simultaneously take vacation.

D. An employee who has retired or resigned from employment shall be entitled to the vacation allowance for all accrued vacation leave. In the event of the death of an employee, the employee, the employee's accrued vacation shall be paid to the employee's estate.

E. An employee may request an early release of his/her vacation check. However, the employee must submit a request for early release of the vacation check at least three (3) weeks prior to the date that the check is to be issued. The request should be on the appropriate form, directed to the Treasurer, and authorized by the Department Head.

F. From December 15th through March 15th of each year, a maximum of three (3) employees can be scheduled for a vacation day. However, of those three employees, only one (1) mechanic and one (1) non-mechanic can be unavailable to come in for snow detail.

ARTICLE IX – SICK LEAVE, PERSONAL DAYS, BEREAVEMENT

A. Sick Leave

1. Sick leave means absence from post of duty of an employee because of illness, accident, and exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. The term immediate family shall mean father, mother, spouse, child, foster child, brother or sister of the employee or spouse. It shall also include relatives of the employee residing in his/her household.

2. If an employee is unable to report for work due to an illness, this fact shall be reported to the Department within two (2) hours prior to the start of the employee's normal starting time, or as soon as possible thereafter. The employee shall notify the Department Head of the cause and probable duration of the absence.

3. In the first calendar year of employment, employees shall be entitled to one (1) day of sick leave for each month calculated from day of employment. Thereafter, employees shall be entitled to fifteen (15) days sick leave each year (which shall be credited to their account at the beginning of the year). Sick leave can be accumulated without limit during each employee's length of service. For the purpose of prorating: sick days shall be earned at one and one quarter (1.25) days per month.

4. Sick leave which is disapproved by the Department Head shall be charged as absence without pay. Any amount of sick leave used which exceeds the amount accrued to an employee's account at time of separation from the Township will be deducted from the final salary payment.

5. The Department Head may require proof of illness of an employee on sick leave whenever such requirement seems reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases, after an employee has been absent from work due to illness for a period of more than five (5) consecutive work days, or for more than ten (10) occurrences during a calendar year, the Department Head shall require the employee to furnish a medical certificate of a physician having knowledge of the employee's condition in support of the employee's absence from work. Failure of the employee to submit the medical certificate could result in the sick leave absence being disapproved and the absence charged to absence without pay and may be considered cause for further disciplinary action. The cost of a medical certificate shall be borne by the employee.

6. Nothing herein shall preclude a Department Head in an appropriate case from requesting an employee to submit to a medical examination at the Township's expense by a physician selected by the Township for the purpose of establishing the degree of incapacity of an employee or the employee's ability to resume the duties of the position.

7. An employee who is collecting sick pay, workers' compensation benefits, or long-term disability benefits, or who is on any type of sick leave with or without pay, may not work another job for pay without the specific written approval of the Administrator.

8. It is agreed that any employee covered by this Agreement who, at the time of retirement from the Township in good standing and at least fifteen (15) years employment with the Township, has unused sick time due, shall be paid in a lump sum for the amount of the unused sick time at the employee's current rate in accordance with the State statute at the amount of \$7,500.00.

It is agreed that any employee covered by this Agreement who, at the time of retirement from the Township in good standing and at least twenty (20) years employment with the Township, has unused sick time due, shall be paid in a lump sum for the amount of the unused sick time at the employee's current rate in accordance with the State statute at the amount of \$12,500.00.

It is agreed that any employee covered by this Agreement who, at the time of retirement from the Township in good standing and at least twenty-five (25) years employment with the Township, has unused sick time due, shall be paid in a lump sum for the amount of the unused sick time at the employee's current rate in accordance with the State statute at the amount of \$15,000.00 or the amount listed in the Employee Policy and Procedure handbook, whichever is greater.

B. Personal Days

After twelve (12) calendar months of employment, an individual will be entitled to use two (2) unused days of sick leave as personal days off with pay even if the sick leave accumulation is from the current calendar year. An individual who has no sick days accumulated would not have any personal days off with pay.

Personal days are not in addition to sick pay accumulation but are days off chargeable against sick leave when an individual is not sick. Personal days must be scheduled in advance and approved by the employee's supervisor.

Individuals who complete one (1) year of service before May 1 are entitled to three (3) personal days; if the one (1) year of service is completed before September 1, two (2) personal days; and if the one (1) year of service is completed before December 31, one (1) day.

In addition to the aforementioned personal days which are chargeable against sick leave, an individual will be entitled to two (2) personal days off with pay per year which are not charged against sick leave and will not accumulate if not used.

C. Bereavement

An employee is entitled to five (5) days leave with pay in the event of a death in his/her immediate family. The term immediate family shall be defined to be the employee's parent, spouse, child (including foster child), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or stepparent. Additional time may be granted at the discretion of the Department Head and, if granted, shall be deducted from the employee's accumulated sick leave. Such leave shall be taken only in conjunction with funeral and memorial services at the time of death.

An employee shall be entitled to one (1) day of bereavement leave with pay in the event of the death of the employee's and/or spouse's aunt, uncle, niece or nephew. Said day to be taken in connection with the funeral or memorial service at the time of death.

ARTICLE X – SALARY

A. Employees shall be paid according to the IUOE Salary Guide 2023 -2027 (June 13, 2023) attached hereto.

B. Employees shall move one step each year until they reach year eleven (11), maximum step.

C. All current Employees will receive step increases on January 1st of each year.

D. After January 1, 2023 employees hired between January 1st and June 30th will receive their step raises on January 1st of each year.

E. After January 1, 2023 employees hired between July 1st and December 31st will receive their step raises on July 1st of each year.

F. Employees at the maximum step shall receive salary percentage increase as follows

- For 2023, 3.0%
- For 2024, 3.5%
- For 2025, 3.0%
- For 2026, 3.5%
- For 2027, 3.0%

G. Employees shall be paid semi-monthly

ARTICLE XI – SENIORITY

- A. The Township agrees that it is bound to the seniority rights as established by applicable Department of Personnel (Civil Service) Laws and Regulations.
- B. The Township shall supply the Union with a seniority roster which shall contain the job classification and the date on which each employee was given permanent employment.
- C. The employment anniversary date for individuals employed by the Township shall be established in respect to the actual employment date.

ARTICLE XII - MANAGEMENT’S RIGHTS

A. The management of the Township’s operations and the direction of the working forces are vested exclusively in the Township. Except as expressly limited by this Agreement, the Township retains the sole right to determine all matters pertaining to the work force, including but not limited to the right to hire, train, discipline, demote, suspend, discharge, lay off and promote, to promulgate reasonable rules and regulations; to assign job duties to the work force; to create, change, combine or eliminate jobs; to determine job duties, qualifications, classifications and requirements; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Township prior to the execution of this Agreement. The abovementioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management.

ARTICLE XIII - DISCIPLINE

A. Where the Township and/or its designee imposes or intends to impose discipline for just cause, notice of such discipline shall be given to the affected employee and the Union. An employee must be served with a Preliminary Notice of Disciplinary Action setting forth the charges and statements of the facts supporting the charges (specifications). The affected employee may request a hearing within five (5) days of receipt of the Preliminary Notice. If no request is made within this time or such additional time as agreed to by the Township, the hearing may be considered to have been waived and the appointing authority may issue a final notice of disciplinary action. A hearing, if requested, shall be held within thirty (30) days of the Preliminary Notice of Disciplinary

Action unless waived by the employee or a later date as agreed to by the parties. The affected employee must be offered the opportunity for a hearing prior to the imposition of major discipline except where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services or when the employee is formerly charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job, or directly related to the job. However, a Preliminary Notice of Disciplinary Action with opportunity for a hearing must be served in person or by certified mail within five (5) days following the immediate suspension. Where suspension is immediate and without pay, the employee must first be apprised either orally or in writing of why an immediate suspension is sought, the charges and general evidence in support of charges, and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the Township. The response may be oral or in writing, at the discretion of the Township.

ARTICLE XIV - PROMOTIONS

A. Promotions and vacated positions: Notices of all job vacancies in the bargaining unit shall be posted by the Township on the employee bulletin boards throughout the various work areas for ten (10) business days. The notices will contain: job classification, requirements, salary range, place of employment, and the hours of work. All permanent employees in the bargaining unit shall be given the chance to apply in writing to the Township to fill these job opportunities prior to the position being offered to the outside.

B. Upon request, the Township will forward to the Union any current or amended Civil Service Certification List.

ARTICLE XV - DISCRIMINATION

A. Neither the Township nor the Union shall discriminate against any employee by reason of race, creed, sex, age, handicap, color, political or religious affiliation, or national origin.

Any employee who believes that he/she has been discriminated against may confidentially file a grievance directly to the Administrator or Assistant Administrator rather than follow the normal grievance procedure, if the employee prefers.

B. Where the words “he”, “she”, “him”, or “her” are used in this Agreement, it shall mean both sexes.

ARTICLE XVI – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding of settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XVII – LEAVE OF ABSENCE

A. On-The-Job Injury

Any employee disabled in the course of his work shall be continued on the payroll for ninety (90) calendar days, subject to endorsement of workers’ compensation checks to the Township during that period. Such time shall not be chargeable to sick leave accumulation.

After ninety (90) days, the employee shall no longer be carried on the regular payroll, but shall be paid by the various insurance coverages the Township provides or, at his option, be paid his regular pay charged against his accumulated sick leave for as long as he is disabled and has sick leave available, subject to offset for workers’ compensation benefits. When sick leave is used up, the insurance coverages shall be the source of payment for as long as the disability continues.

B. Non-Work Related Disability

Any employee disabled other than in the course of work shall be paid to the extent the employee has accumulated sick leave available. After ninety (90) days, the long-term disability insurance policy shall take over benefits or, for an employee with additional accrued sick leave, at the employee’s option, sick pay until it is used up, at which time the insurance shall continue until the disability ends or age 65.

An employee who requires additional leave after his/her accumulated sick leave with pay has been used can request, in writing, that a leave of absence without pay be granted.

C. Leave Without Pay

An employee may request, in writing, a leave of absence without pay. Such leave may be granted by the Administrator for a period not to exceed one year at any one time. No further

renewal may be granted except upon approval by the Department of Personnel. Temporary employees shall not be eligible for leave without pay.

ARTICLE XVIII – MAINTENANCE OF WORK OPERATIONS

The Union and the employees covered by this Agreement hereby agree that there shall be no strike, picketing, slow down, job action or other concerted refusal to render full and complete service. Violation of this clause shall be considered grounds for dismissal and appropriate legal action by the Township. The Township hereby agrees that there shall be no lock-out by the Township.

ARTICLE XIX – SEVERABILITY

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specific portion of the Agreement affected by such decision.

B. Similarly, a legislative act or government regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

ARTICLE XX – FURTHER NEGOTIATIONS

During the month of July prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed upon time and place, for the purpose of effecting, if possible, a new continuation of the within Agreement.

ARTICLE XXI – INSURANCE

The Township of Holmdel shall offer and provide for all full-time employees and their immediate families (including spouse /domestic partner/Civil Union partner and eligible dependents)

membership or subscription to the following medical insurance programs at partial cost to the employee.

- A. Major Medical Insurance and Prescription Drug Benefits. Benefits shall be provided to active members who work a minimum of thirty (30) hours per week and their eligible dependents through the State Health Benefits Program (SHBP) or another insurance carrier selected by the Township on the condition that that the benefits provided are equal to or better than those through the SHBP.
- B. Dental Insurance Plan. Dental insurance coverage will be offered to all full-time, benefits eligible employees. Eligible employees shall have choice of Township offered plans- currently at no cost to the employee. The employee cost for either plan shall not exceed \$21 if the state requires an employee contribution.
- C. Employee Contributions / Payroll Deductions: Per the Pension and Health Benefit Reform Law (Chapter 78, P.L. 2011) all medical and/or dental plan participating employees must contribute to the cost of their medical and/or dental premiums through payroll deductions. Employees shall be required to pay no less than 1.5 % of their base salaries toward medical/dental coverage. Plan costs and payroll deduction schedules are available from the Administrator's office.
- D. Short-Term and Long-Term Disability Insurance: The Township shall provide short-term and long-term disability plans to eligible staff to utilize for absence due to personal illness. Enrollment eligibility and waiting periods shall be driven by the plan. An employee must apply and satisfy all requirements of the program in order to qualify and to receive benefits.
- E. Opt Out Program/Waiver – A medical insurance “opt out” program is available for all full-time, benefits eligible employees in lieu of medical insurance. In order to be eligible to waive insurance coverage, an employee must submit the proper waiver application/form and proof of insurance coverage through another source for the applicable period which is being waived. In return for this waiver, the employee will receive 25% of the applicable premium savings or \$5,000.00 per annum, whichever is less. If the employee's other source of coverage is through the SHBP, the State restricts employees from receiving any waiver payments. These amounts are set according to state statute and are subject to change according to state guidelines.
- F. Opt Out Payments: Employees receiving Opt Out/Waivers payments will be paid on an annual basis in January of the year following the coverage period.

ARTICLE XXII – MISCELLANEOUS

A. Township agrees to comply with applicable laws of NJ DMV, OSHA, PEOSHA and the Federal motor carrier's safety regulations for CDL Drivers.

B. The Township agrees to provide any safety equipment required to safely perform duties required.

C. All other terms of the Collective Negotiations Agreement shall be unchanged, except as modified by the parties or as required by law.

D. Mechanics shall be provided winter coveralls and heavy-duty raingear for inclement weather protection.

E. Stipends- employees shall receive the following stipends which shall be paid annually in June.

1. Pesticide Application Coordinator: \$4,000.00 (maximum TWO (2) employees)
2. Recycling Coordinator: \$3,000.00 (maximum ONE (1) employees)

ARTICLE XXIII – UNIFORMS, TOOLS & MAINTENANCE

1. In the Department of Public Works, employees shall receive the following uniforms:

A. Three (3) pairs of pants annually (employees shall have the option to purchase jeans rather than traditional work pants);

B. Three (3) shirts annually;

C. Three (3) tee shirts annually;

D. Two (2) sweatshirts annually;

E. The Township will provide one (1) pair of steel tipped work shoes each year, not to exceed two hundred and fifty (\$250.) dollars.

F. One (1) summer and one (1) winter jacket to be replaced on an as needed basis;

2. The Township will provide a uniform clothing allowance for Road Department and Park Maintenance employees in the amount of five hundred dollars (\$500.00) annually in June.

3. The Township will provide an annual tool maintenance allowance of six hundred dollars (\$600.00) for all mechanics with said allowance to be paid in June.

4. The Township shall retain adequate insurance to cover the mechanics personal tools on the job.

ARTICLE XXIV – DURATION OF AGREEMENT

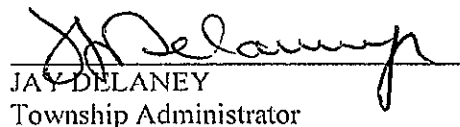
This Agreement shall be effective from January 1, 2023 through December 31, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to commence negotiations.

IN WITNESS WHEREOF, the Township of Holmdel and Local 68-68A-68B of the International Union of Operating Engineers, AFL-CIO, have caused this Agreement to be signed by the duly authorized representatives as of this 14 day of June, 2023.

TOWNSHIP OF HOLMDEL



DOMENICO LUCCARELLO
Mayor

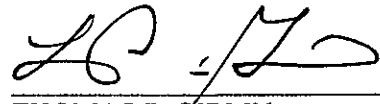


JAY DELANEY
Township Administrator

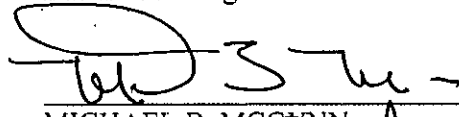


TARA TORCHIA BUSS
Human Resources Manager

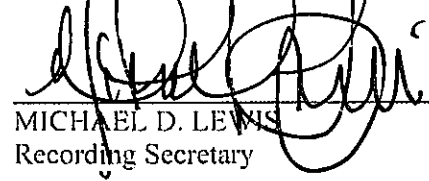
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B, AFL-CIO



THOMAS P. GIBLIN
Business Manager



MICHAEL B. MCOYNN
President



MICHAEL D. LEWIS
Recording Secretary



KEVIN S. KENNEY
Business Representative

IUOE SALARY GUIDE (2023-2027)
 JUNE 13, 2023

STEPS	GR 1 Laborer (no CDL)	GR 2 Laborer/Truck Driver (CDL) Mechanic 1	GR 3 Heavy Truck Driver Mechanic 2	GR 4 Heavy Equipment Operator Senior Mechanic	GR 5 Asst Sup PW	GR 6 Supervisor PW
1	\$38,000	\$42,000				
2	\$40,000	\$44,100	\$49,500			
3	\$42,000	\$46,305	\$51,975	\$61,000		
4	\$44,000	\$48,620	\$54,574	\$64,050	\$69,300	
5	\$46,000	\$51,051	\$57,302	\$67,253	\$72,765	\$77,700
6		\$53,604	\$60,168	\$70,615	\$76,403	\$81,585
7		\$56,284	\$63,176	\$74,146	\$80,223	\$85,664
8		\$59,098	\$66,335	\$77,853	\$84,235	\$89,947
9		\$62,053	\$69,651	\$81,746	\$88,446	\$94,445
10		\$65,156	\$73,134	\$85,833	\$92,869	\$99,167
11		\$68,414	\$76,791	\$90,125	\$95,869	\$102,176
<i>Employees at the max step will receive: January 1st of given year 3% 2023, 3.5% 2024, 3% 2025, 3.5% 2026; 3% 2027</i>						

MOU IUOE STEP INCREASE

6-14-2023

Last Name	First Name, MI	Position	Step Date	2023 Salary Old Contract	Proposed Salary Contract	Current vs. New Contract	Percent Increase	Grade	2023 Move to Step
O'CONNOR	CHRISTOPHER J	ASST SUPERVISOR PW	1/1/2023	\$ 86,397.36	\$ 95,868.63	\$ 9,471.27	10.96%	5	-
CAHILL	DYLAN W	HEAVY EQUIP. OPERATOR	1/1/2023	\$ 68,251.00	\$ 74,145.88	\$ 5,894.88	8.64%	4	7
DELIA	MICHAEL S	HEAVY EQUIP. OPERATOR	1/1/1023	\$ 73,217.00	\$ 81,745.83	\$ 8,528.83	11.65%	4	9
DERECHAULO	BRIAN	HEAVY EQUIP. OPERATOR	1/1/2023	\$ 68,251.00	\$ 74,146.00	\$ 5,895.00	8.64%	4	7
OLIVACZ	ROBERT B	HEAVY EQUIP. OPERATOR	1/1/2023	\$ 70,917.12	\$ 77,853.18	\$ 6,936.06	9.78%	4	8
REEVES JR.	EDWARD J	HEAVY EQUIP. OPERATOR	1/1/1023	\$ 73,217.00	\$ 81,745.83	\$ 8,528.83	11.65%	4	9
ALDEN	DANIEL J	HEAVY TRUCK DRIVER	1/1/1023	\$ 57,373.00	\$ 63,175.94	\$ 5,802.94	10.11%	3	7
BITTNER	SEAN J	HEAVY TRUCK DRIVER	1/1/1023	\$ 57,373.00	\$ 63,175.94	\$ 5,802.94	10.11%	3	7
PHILLIPS	ROBERT B	HEAVY TRUCK DRIVER	1/1/2023	\$ 54,814.00	\$ 60,167.56	\$ 5,353.56	9.77%	3	6
SMITH	HUNTER J	HEAVY TRUCK DRIVER	1/1/2023	\$ 54,814.00	\$ 60,167.56	\$ 5,353.56	9.77%	3	6
WILUSZ	GREGORY	HEAVY TRUCK DRIVER	1/1/1023	\$ 71,019.60	\$ 76,790.75	\$ 5,771.15	8.13%	3	-
WOERNER III	PAUL J	HEAVY TRUCK DRIVER	1/1/1023	\$ 57,373.00	\$ 63,175.94	\$ 5,802.94	10.11%	3	7
BELICOSE	TIMOTHY	LABORER	1/1/2023	\$ 35,405.00	\$ 38,000.00	\$ 2,595.00	7.33%	1	1
BURNS	DYLAN	LABORER	1/1/2023	\$ 35,405.00	\$ 38,000.00	\$ 2,595.00	7.33%	1	1
PRESTI	DANIEL	ASST SUPERVISOR (From RI)	1/1/1023	\$ 75,883.00	\$ 88,446.31	\$ 12,563.31	16.56%	5	10
CANTY	WILLIAM	SR MECHANIC	1/1/1023	\$ 78,159.60	\$ 90,124.78	\$ 11,965.18	15.31%	4	-
DOUGLAS	WILLIAM	SR MECHANIC	1/1/1023	\$ 80,113.44	\$ 90,124.78	\$ 10,011.34	12.50%	4	-
DOYLE	KEITH D	SR MECHANIC	1/1/2023	\$ 80,113.44	\$ 90,124.78	\$ 10,011.34	12.50%	4	-
CUTRONA	MARC J	SUPERVISOR PW	1/1/1023	\$ 90,241.44	\$ 102,176.08	\$ 11,934.64	13.23%	6	10
BELASCO	JARED A	TRUCK DRIVER/LAB	1/1/2023	\$ 49,695.00	\$ 53,603.83	\$ 3,908.83	7.87%	2	6
DALY	EDWARD	TRUCK DRIVER/LAB	1/1/2023	\$ 42,763.00	\$ 48,620.25	\$ 5,857.25	13.70%	2	4
DIFIORE	DOMINICK	TRUCK DRIVER/LAB	1/1/2023	\$ 37,857.00	\$ 44,100.00	\$ 6,243.00	16.49%	2	2