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AGREEMENT

BETWEEN

TOWNSHIP OF OLD BRIDGE

AND

OLD BRIDGE MUNICIPAL EMPLOYEES' ASSOCIATION

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

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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 Old Bridge Municipal Employees Association (OBMEA) (hereafter known as the "ASSOCIATION") 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 Old Bridge Municipal Employees Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other conditions of employment for all employees represented by said Association.

B. Included in the negotiating unit shall be all eligible full-time and part-time permanent employees of the Township of Old Bridge. However it is agreed that all employees such as police officers, police dispatchers, 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.

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 negotiation representatives will be submitted to the Township Council and the members of the Old Bridge Municipal employees Association, for ratification, decision or vote. Any agreement 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.

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 OBMEA.

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 are required by this ARTICLE shall, at the minimum, be sent to the Department Head of the grieving employee, the Chairperson(s) of the grievance Committee, and the grievant.

1. LEVEL ONE

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

2. LEVEL TWO

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

3. LEVEL THREE

Should no acceptable agreement be reached within five (5) days of submission to the Department Head, the grievance shall be submitted to the Business Administrator or his/her designee. (Said designee shall have full power and authority to remedy said grievance.) A meeting shall be conducted between the Business Administrator or designee and the Association within ten (10) days of receipt of the grievance. Said time limit for this hearing may be extended by mutual consent. At said hearing, the Association shall present testimony and evidence as it deems appropriate.

The Business Administrator or designee shall have twenty (20) days from the conclusion of the hearing to render a decision. Said decision shall be in writing and shall state the disposition of the

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grievance, along with the findings and the reason(s) for said disposition. Should no hearing be scheduled within the appropriate time frame and should no extension of time have been previously agreed to or should no written decision be rendered within the appropriate time, the grievance shall be considered denied and the Association may move it to the next step.

4. LEVEL FOUR

Should no satisfactory decision be reached at the Business Administrator's level, or should no response be received within the specified ten (10) the Association, solely, may submit the grievance to binding arbitration.

Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employee Relations Commission (PERC). Both parties agree that the decision of the arbitrator shall be final and binding upon all parties. The cost of such arbitration, transcripts, and related expenses, exclusive of Association Counsel and/or consultants, shall be borne equally by the OBMEA and the Township. The arbitrator shall not change, limit, or modify this Agreement.

D. Miscellaneous

1. All grievances filed must show the signature of the Association's designated Grievance Chairperson or President, except where the grievant is representing himself.

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

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

4. Any aggrieved person may be represented at all Levels of the grievance procedure by himself, or by a representative approved by the Association. Copies of any unofficial grievance submitted by an individual shall be forwarded by the Employer to the Association.

5. When a grievant is not represented by the Association, the Association shall be represented to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the Employer to inform the Association, in writing, in the event a grievance is filed by an individual acting without Association representation. This agreement in no way limits the right of an individual to confer with his employer on any matter of mutual concern. No such problem shall be remedied in such a manner as is in conflict with or modify any provisions of the Agreement.

6. The aggrieved will have fifteen (15) calendar days to file

a grievance at LEVEL ONE after a situation arises or after he first learns of it or reasonably should have learned of it.

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

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

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

10. The Association's designated Grievance Committee members shall have release time to meet with any of the parties to a grievance.

ARTICLE IV

EMPLOYEES' RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Township hereby agrees that all employees shall have the right freely to organize, join and support the Association and any affiliate, for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under code of law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with the respect to hours, wages or any terms and conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association, collective negotiations with the Township, or in the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.

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

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

ARTICLE V

ASSOCIATION RIGHTS

A. Association Dues Deduction

1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Old Bridge Municipal Employees Association (OBMEA). Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA 52:14-15.0 (E), as amended. Paid money, along with any records of corrections, shall be transmitted to the Association official so designated as Secretary or Treasurer after each pay period.

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

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

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

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

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

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

ARTICLE VI

HEALTH INSURANCE

A. All employees and their spouses and children shall be covered under existing plans which give equal or better coverage including long-term disability.

B. All employees, their spouses and children shall be covered by a no-pay prescription plan, 100% of the cost of such plan shall be paid by the Township.

C. All employees, their spouses and children shall be covered by a dental plan which shall cover 80% of Class A and Class B services with a maximum of \$1000 per year for each member of the family and \$2000 for orthodontia. The Employer shall continue to pay 100% of the cost of the premium for such plan. The Township shall not be responsible for the \$25.00 per person or \$75.00 per family deductible of the plan.

D. At no cost to the Employee, all employees, their spouses and children shall be covered with an Optical Plan which shall also provide a minimum coverage of two-hundred dollars (\$200.00) for contact lenses and minimum of twenty-five dollars (\$25.00) toward the cost of all examinations.

E. Long Term Disability Pay

The first thirty (30) calendar days are borne by the Employee unless he is injured on the job in which event he receives full pay. The next sixty (60) calendar days are picked up by the Employer at 2/3 the Employee's current rate of pay to a maximum of \$1500 per two week pay period. After ninety (90) calendar days, it is picked up by the insurance company at the 2/3 current pay rate. The insurance company from time to time may ask for physicals. The two-thirds (2/3) current pay would be less any pension, social security or any additional monies including outside work. If you are totally disabled and cannot work, you would then continue to receive two-thirds (2/3) current pay under the term policy up until age 65 or life if injured on the job.

F. Upon retirement any Employee who has completed twenty-five (25) years of employment with the Township shall have the option of retaining all of the health/medical insurance benefits as provided by this ARTICLE. The cost of enrollment in the Township group plan shall be on the basis of fifty percent (50%) of the cost borne by the Employee and fifty percent (50%) of the cost borne by the Township based upon the current group rate in effect.

G. In addition to the highlight sheets and the insurance handbook furnished each employee, the Association shall be furnished by the Township with a full master copy of all insurance programs applicable to its members. This shall be done no later than sixty (60) days after the effective date of this Agreement and within two

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(two) weeks of any carrier change.

H. Employees injured on the job shall continue to receive full salary and health/medical benefits for the duration of their disability.

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

ARTICLE VII

SENIORITY

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

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

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

1. Authorized leave of absence at the Employee's request: From the date of initial employment less time for leave of absence.
2. Lay-off: From the date of initial hire to date of recall less time while on period of lay-off.
3. Resignation and subsequent rehiring: No accumulation of service shall be allowed, and consecutive employment shall be computed only from the last date of uninterrupted employment.
4. Military service: Employment shall be considered as uninterrupted, except that no credit shall be allowed for service in the Armed Forces.
5. Disciplinary action: No credit shall be allowed for employment interruption due to disciplinary action.

C. Any employee who holds a position within the bargaining unit and elects to accept another position within the Township of Old Bridge which is not within the bargaining unit (regardless of whether or not the new position is a "confidential" or managerial position within the meaning of N.J.S.A. 34: 13A-5, et seq., or is contained within another bargaining unit) shall forfeit all seniority and bumping rights within this bargaining unit at the time of the commencement of the new position. Should the employee reenter this bargaining unit at some future time, their seniority would commence anew from the time of reentry.

This clause shall not affect the amount of vacation or sick leave entitlement nor the level of longevity payments received. For these benefits, full and total Township seniority shall apply.

For bumping rights, lay-off and recall rights, and reentry into this bargaining unit rights upon the abandonment or abolishment of the newly retained position, refer to Article IX, Lay Offs and Recalls, herein after.

ARTICLE VIII

NO-STRIKE PLEDGE

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

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

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

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

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

ARTICLE IX

LAY OFFS AND RECALLS

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

1. All temporary Employees, whether full-time or part-time, within an affected Department and classification shall be laid off before any full-time Employee is laid off within the Department and classification. Should the lay-off of full-time Employees be necessary, such lay-offs shall be accomplished based upon seniority.
2. Upon layoff or termination an Employee shall be paid full value for all (100%) accrued vacation time, compensatory time and sick time. Upon resignation by the Employee all (100%) of accrued vacation time and compensatory time shall be paid at full value.

B. Any full-time Employee who had been laid off by the Township shall be rehired in reverse order of their lay-off and according to seniority. Therefore, the last person laid-off shall be the first person recalled. Subject to Section C. (below), no Employee shall be hired by the Township to fill a job until any and all eligible laid-off Employees have been recalled.

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

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

E. Any employee who has left a bargaining unit position as outlined in Article VII, Section C, Seniority, heretofore above, shall have the following rights:

1. Upon leaving the bargaining unit there shall be no job entitlement for reentering the bargaining unit. Reentry shall be on an availability basis only and the employee shall have the right to bid and compete for an open position within the bargaining unit. Reentry, however, is not guaranteed. In any event, at no time shall the employee in question have the right or be permitted to "bump" any current bargaining unit employee. Should no position be open and available, then the employee in question would be

terminated. Said employee would then have recall rights only after the recall of any bargaining unit member within the same job classification, who may have also been laid off.

2. Upon reentry to the bargaining unit the employee's salary shall be appropriately raised or lowered in order to comply with the prevailing salary structure level for the given position. However, an employee returned into the same category shall not earn a higher salary than they would have been entitled to had they not left the bargaining unit initially.

3. Unless the employee in question meets the qualifications and is successfully competitive for a higher level bargaining unit position, the employee must reenter the bargaining unit at a level no higher than the level which the employee last held prior to the original departure from the bargaining unit.

F. Employee Job Certification

1. At the time of initial hire each employee shall receive a primary Employee Job Certification (PEJC) determined by the position to which he was hired (Example: A person hired as a Social worker would have a PEJC as Social Worker; a person hired in Accounts Payable doing basic clerical accounting functions would have a PEJC as accounting/ bookkeeping clerk).
2. Any Employee who subsequently changes positions would be given a new primary employee job certification reflective of the new position. He would, however, maintain his old PEJC as a Secondary Employee Job Certification (SEJC). This process would repeat and pyramid each time that employee changes positions.
3. Following the effective date of this contract each current employee shall be issued appropriate PEJC's and where appropriate SEJC's.
4. The job classifications shall be as follows:

CATEGORY CL

GRADE 1 - Secretary to the Department/Division Head
GRADE 2 (a) - Secretary with Steno
GRADE 2 (b) - Accounting/Bookkeeping
GRADE 3 - Clerk Typist

CATEGORY WC 1

A LINE - Building Code Enforcement
 Zoning Code Enforcement
B LINE - Arena Supervisor
C LINE - Program Supervisor
D LINE - Assistant Purchasing Agent

- E LINE - Public Health Investigator
- F LINE - House Rehab. Spec.
- G LINE - Engineering Aide

CATEGORY WC 2

- A LINE - Engineer III
- B LINE - Engineer II
- C LINE - Engineer I
- D-1 LINE - Project Coordinator/Engineering
- D LINE - Engineer Technician IV
- E LINE - Engineer Technician III
- F LINE - Engineer Technician II
- G LINE - Engineer Technician I
- H LINE - Sub Code Official
- I LINE - Engineering Aide

CATEGORY WC 3

- A LINE - Architect
- B LINE - Environmental Health Coordinator
- C LINE - (CDBG)
- D LINE - Psychologist
- D-1 LINE - Juvenile Counselor
- E LINE - Sanitary Investigator
- F LINE - Accountant
- G LINE - Deputy Tax Assessor, Assistant Tax Assessor/Inspector
- H-1 LINE - Assistant Tax Collector
- H LINE - Deputy Tax Collector
- I LINE - Field Inspector Assessor
- J LINE - Environmentalist

CATEGORY BC 2

- A LINE - Master Mechanic (Police)
- B LINE - Traffic and Safety
Auto Body Mechanic
General Mechanic
- C LINE - Auto Mechanic Helper
- D LINE - Animal Control Officers

CATEGORY BC 1

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

G. Bumping Rights

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

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2. Within the clerical categories a person in a higher classification shall be assumed to have a SEJC in all lesser clerical positions. For the category of Accounting/Bookkeeping Clerk CL (B), and CL (A) PEJC or a CL (C) PEJC must show mathematical proficiencies necessary to perform the job before receiving CL (B) bumping rights. When moving into an SEJC position, the employee will receive whatever the prevailing rate is.
3. Employees who may be reentering the bargaining unit shall have bumping rights which are first determined in accordance with Section E, herein above.

ARTICLE X

EVALUATION AND APPEAL PROCEDURES

A. Evaluation Procedures

1. Each employee shall be evaluated at least twice annually by an evaluator designated by the Township Manager in writing to each employee. Such evaluations shall be in writing to each employee. Such evaluations shall be in writing and shall be completed prior to June 1 and December 1 respectively.
2. Each employee shall be given a copy of his/her evaluation and shall sign the official file copy prior to its being placed into the employee's personnel file. Such signature shall only serve a record of receipt and review by the employee and shall not constitute agreement with said evaluation.
3. Each employee shall have the right to attach a response to his/her evaluation within fourteen (14) working days of its receipt. Such response shall be physically coupled with the evaluation and shall be considered part of the evaluation.
4. Each employee, or evaluator, shall have the right to request a conference to discuss the evaluation.
5. If an employee is doing unsatisfactory work or exhibits areas of deficiencies, he/she shall be notified, counseled, and afforded adequate time to improve. If the employee is being considered for action due to poor evaluation report (s), including withholding of the annual increment or discharge, he/she shall be so informed on the evaluation and shall be afforded three (3) months to improve. Upon reaching the end of the three month period a complete reevaluation shall be done. This shall not apply to probationary employees.
6. Any action taken under this provision shall be subject to the appeals procedure established herein. This Article in no way shall prohibit management from taking steps necessary to discipline employees who may violate the "rules of the shop". Those actions shall be subject to the grievance procedure.
7. Evaluations shall be completed on a mutually agreeable instrument and said instrument shall be considered as part of this Agreement when finally developed.

B. Appeal Procedure

1. If action is recommended as a result of an evaluation (s),

such recommendation shall be appealable to the Township Business Administrator. The Administrator shall review the case and shall meet with the employee and, if so requested by the employee, his/her representative. The Township Administrator shall render a written decision within five (5) working days of the meeting. Such decision may either uphold, modify or dismiss the initial recommendation for action.

2. If the recommendation for action is either upheld or modified and implemented by the Business Administrator, the employee may appeal to the Appeal Board as hereafter established. The decision of the Appeal Board shall be final on all parties.
3. The Appeal Board shall be made up of three individuals:
 - (a.) A representative for the Township. (Said representative shall not be an elected official or someone directly involved in the case.)
 - (b.) A representative for the Association. (Said representative shall be appointed by the Association and shall not have been involved with the case or shall not work within the same department as the employee making the appeal.)
 - (c.) A neutral third party, mutually selected by the Township and the Association, who has no connection with the Township nor is a Township resident. Said neutral party shall receive an annual stipend of not more than \$500.00 to be borne equally by the Township and the Association. Said neutral party should be available for two (2) appeals sessions: One following December 1 and one following June 1.
4. The Board shall render its decision in writing within five (5) working days of the appeal hearing and it shall be final and binding.
5. The hearing shall be conducted in accordance with the Rules and Regulations of the State Board of Mediation governing arbitrations.

ARTICLE XI

JOB POSTING AND JOB DESCRIPTIONS

A. All non-professional and professional personnel vacancies and/or new positions arising within the Township shall be advertised to all present personnel, all of which shall be interviewed before seeking an outside candidate.

B. When an individual moves from one category to another within the year, said individual is to be placed on the proper salary step effective immediately.

C. Job Description

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

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

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

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

G. Promotions

1. Clerical Employees

A promotion shall be considered as an advancement from a lower Grade to a higher Grade. By way of example, a Grade 3, Clerk Typist becomes a Grade 1, Secretary to Department/Division Head.

2. Blue and White Collar

A promotion shall be considered as an advancement from a lower LINE to a higher LINE.

3. The Association recognizes managements right to promote pursuant to the procedures set forth herein, after such time as the posting requirements of this Agreement have been met. All vacant, as well as new, positions shall be posted.

4. The employer may temporarily fill a new or vacant position pending the posting procedure. The assigned employee shall be paid the rate for the job, as set forth in this Agreement and in accordance with the appropriate wage administration language, while temporarily filling the position.

ARTICLE XII

HOURS OF WORK AND OVERTIME

A. Employees covered by this Agreement shall work a 35 hour work week which shall consist of five (5) seven (7) hour days plus a forty-five (45) minute lunch period, one half (1/2) hour of which shall be unpaid time. Traffic and Safety, Secretary (ies) to Public Works, Ice Rink and Clean Streets employees shall work a 40 hour week which shall consist of five (5) eight (8) hour work days plus a forty-five (45) minute lunch, one half (1/2) hour of which shall be unpaid time.

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

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

D. Any employee required to work on a holiday shall receive double time and one-half his normal salary for all hours worked.

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

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

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

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

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

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

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

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

ARTICLE XIII

VACATION

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

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

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

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

D. Applicability

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

E. Carrying Over of Vacation

One (1) week's vacation may be carried over into the following year with the approval of the Business Administrator. If additional vacation time has not been taken because of work demands imposed by management, all such vacation time may be carried over into the following year and must be taken by March 31st of the following year unless work demands preclude taking such time.

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

ARTICLE XIV

SICK LEAVE

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

B. All employees shall be allowed sixteen (16) sick days per year. Of these sixteen sick day four (4) may be designated by the employee as personal days. Any of the four personal days not taken by the employee by the end of each calendar year shall be accrued as sick time and carried and part of the employee's sick time bank.

C. Current employees shall be paid for up to a maximum of 280 days accrued sick time upon retirement. As long as the Township maintains the current level or better of long term disability coverage, starting in 1982, the Township has the option to pay for two weeks or ten working days of employee's accumulated sick time as of thirty (30) sick days in reserve. If the employer does not purchase the time from the employee, it will be accumulated as other sick time would be. When bought back by the Township such days shall permanently reduce maximum payable sick time. Any purchase by the Township shall be solely with the employee's consent.

D. Employees hired after July 1, 1982 shall be paid for up to a maximum of one hundred (100) days accrued sick time. The same options for both the Township and the employee, regarding the purchase of sick time accrued, listed in Section C. above shall be applicable.

E. Except as might be limited by Section B. of this Article, all unused sick days shall be accruable and shall be paid at full value upon retirement, lay off, or disability, to the maximums stated herein. All unused sick days, up to the maximum number of applicable accrued sick time, shall be paid to the employee's beneficiary upon the death of the employee. Upon resignation the employee shall be paid 50% of his accumulated sick days. This Article in no way shall limit the total number of days accruable for use by the employee as sick leave.

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

SOCIATES
SPECIALIST
CRES
DRIVE
TASSET 07784

ARTICLE XV

CLOTHING ALLOWANCE

A. All Traffic and Safety employees doing outside work shall receive a clothing allowance of \$500.00 for 1989, \$575.00 for 1990 and \$650.00 for 1991. Each Traffic and Safety employee must possess two (2) summer uniforms, two (2) winter uniforms and safety shoes.

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

C. All Inspectors shall receive an annual safety shoe allowance of \$50.00 per year. The Township agrees to provide coveralls in sufficient numbers so that inspectors in various departments may utilize them on the job site.

ARTICLE XVI

BEREAVEMENT LEAVE

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

The immediate family shall be defined as: father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, spouse, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law.

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

ARTICLE XVII

MATERNITY LEAVE

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

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

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

D. Any pregnant employee shall not be forced to take a leave by her employer because of her pregnancy. If, however, the employer has evidence that her condition has critically hampered her performance, the employer may require the employee to be examined by the Township physician. Such examination shall be arranged during the employee's normal work schedule with all costs and expenses related thereto to be borne by the employer. The doctor shall report only whether or not the employee's pregnancy has disabled her from her customary job/position, thus placing the employee under any applicable disability statutes and clauses.

ARTICLE XVIII

MANAGEMENT RIGHTS

A. Management shall retain all rights not specifically modified by this Agreement. This Article may not be used for the basis of a grievance.

B. This Article shall not limit or modify an right or rights that an employee or the Association may have pursuant to N.J.S.A. 34:13A - 1, et seq. or any other applicable statute or statutes.

ARTICLE XIX

ANIMAL CONTROL OFFICERS

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

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

C. Each Animal Control Officer shall receive an annual clothing allowance of \$500.00 for 1989, \$575.00 for 1990 and \$650.00 for 1991. Said allowance shall be paid in one lump sum no later than April 1st of each year.

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

ARTICLE XX

SALARY ADMINISTRATION AND GUIDES

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

1. A salary administration guide shall be developed based upon the current salary status of each employee.
2. The guide shall consist of salary Range I, Range II, and Range III. Range I shall be established using the lowest salary in each job title, Range II shall be established using an agreed to mid-range figure and Range III shall be established using an agreed to top range category. The difference in each range shall be established at one thousand (\$1,000) but shall not diminish the current wage level of any employee.
3. Upon receiving three (3) positive performance reports an employee shall move from Range I to Range II, or II to III, depending upon his current placement.
4. A performance report shall be prepared yearly by the Township Business Administrator based upon two (2) evaluations currently required by contract. Any evaluation not completed, or any performance report not completed shall be considered positive and count toward movement through the Ranges.
5. Salary ranges shall be revised yearly to reflect the current negotiated across-the-board percentage increases and at no time shall the distance between ranges be less than one thousand dollars (\$1,000).
6. The Township may hire new employees at a salary level below Range I. Upon receiving two (2) positive evaluations during his/her first year of employment, such new employee shall be placed at the current Range I salary provided by the guide.

B. Blue collar employees shall, commencing January 1, 1989, be paid in accordance with the salary administration guide contained herein. The administration of said guide shall be in accordance with the provisions of Section A. above.

C. All clerical employees, commencing January 1, 1989, shall be eligible for a performance review adjustment of \$1000.00 in addition to their regular base salary. The administration of the performance review and adjustments shall be in accordance with the procedures outlined in Section A. above. It is agreed that the \$1000.00 adjustment may bring an employee's base salary above the maximum figure for his or her salary range in which case the new maximum shall increase to that level.

D. NEW HIREEES.

1. Except for Code Enforcement Inspectors, Engineers, Accounting Professionals, and Assessors, the Employer shall not hire a new employee at a rate higher than the entry level rate at Range I of any of the following Grades and/or Categories. For example, the entry level rate for a Grade 3, Clerk Typist for 1989 be \$12,131 between January 1 and June 30; and \$12,495 between July 1 and December 31.

2. If the employer decides, in its discretion, to hire new employees above the entry level rate, the following rules must be observed:

a. The Town must hire at a rate set forth within the contract.

b. All current employees earning a rate below that newly hired employee's rate shall be advanced to the rate at which the new employee was hired.

c. All employees who are at Range I or Range II shall not lose service credit towards the necessary three (3) years for Range advancement.

d. If an employee is at Range III prior to hiring the new employee and, as a result of this movement, is placed at Range I or Range II of a higher category, then the employee shall begin earning service credit for the necessary three (3) years for Range advancement as of that date.

E. RANGE ADVANCEMENTS

1. In the event of mutual agreement between the Township and the Association to advance an employee(s) one or more Ranges prior to the regular advancement period, then, nothing contained herein shall prevent such adjustment. Further, nothing shall be construed as to entitle any other employee(s) with the same consideration absent such mutual consent.

2. The employer recognizes its obligation not to advance employees from Range to Range, except as provided for herein, without bilateral agreement

ALL RANGES AND CATEGORIES CONTAINED HEREIN HAVE RECEIVED THE FOLLOWING RATE ADJUSTMENTS IN ACCORDANCE WITH NEGOTIATIONS FOR THIS AGREEMENT:

JANUARY 1, 1989	-	4%
JULY 1, 1989	-	3%
JANUARY 1, 1990	-	4%
JULY 1, 1990	-	3%
JANUARY 1, 1991	-	4%
JULY 1, 1991	-	4%

(At the time of execution of this Agreement, accurate wage documentation has not been provided. Therefore, final figures shall appear as an addendum to this document.)

	CATEGORY WC-I 1989		
	RANGE I	RANGE II	RANGE III
Line A			
Building Code			
Enforcement Officer			
Housing			
Building Code			
Enforcement Officer			
Zoning			
Line B			
Arena Supervisor			
Line C			
Program Director			
Administrative Aide			
Line D			
Asst. Purchasing Agent			
Line E			
Public Health Investig.			
Line F			
Housing Rehab. Spec.			
Line G			

M. BOSCO ASSOCIATES
 LABOR RELATIONS SPECIALIST
 RIVERVIEW ACRES
 18 RIVERVIEW DRIVE
 TYNON FALLS, NEW JERSEY 07074

Engineer. Aide

Line H
Payroll Officer

M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
INTERVIEW AGENTS
18 RIVERVIEW DRIVE
TIMON FALLS, NEW JERSEY 07724

CATEGORY WC-I 1991

Range I Range II Range III

Line A
Building Code
Enforcement Officer
Housing

Building Code
Enforcement Officer
Zoning

Line B
Arena Supervisor

Line C
Program Director

Administrative Aide

Line D
Asst. Purchasing Agent

Line E
Public Health Investig.

Line F
Housing Rehab. Spec.

Line G
Engineer. Aide

Line H
Payroll Officer

CATEGORY WC-II 1989

Range I Range II Range III

Line A
Engineer III

Line B
Engineer II

Line C
Engineer I

Line D-I
Project Coordinator
Engineering

Line D
Engineer Technician IV

Line E
Engineer Technician III

Line F
Engineer Technician II

Line G
Engineer Technician I

Line H
Sub Code Officials
Building, Plumbing, Fire
Protection, Electrical
HHS
ICS
RCS

Inspectors
Building, Plumbing, Fire
Protection Electrical
HHS
ICS
RCS

Trainee
Building, Plumbing, Fire
Protection, Electrical

CATEGORY WC-II

1990

Range I

Range II

Range III

Line A
Engineer III

Line B
Engineer II

Line C
Engineer I

Line D-I
Project Coordinator
Engineering

Line D
Engineer Technician IV

Line E
Engineer Technician III

Line F
Engineer Technician II

Line G
Engineer Technician I

Line H
Sub Code Officials
Building, Plumbing, Fire
Protection, Electrical
HHS
ICS
RCS

Inspectors
Building, Plumbing, Fire
Protection, Electrical
HHS
ICS
RCS

Trainee
Building, plumbing, Fire
Protection, Electrical

CATEGORY WC-II 1991

Range I Range II Range III

Line A
Engineer III

Line B
Engineer II

Line C
Engineer I

Line D-I
Project Coordinator
Engineering

Line D
Engineer Technician IV

Line E
Engineer Technician III

Line F
Engineer Technician II

Line G
Engineer Technician I

Line H
Sub Code Officials
Building, Plumbing, Fire
Protection, Electrical
HHS
ICS
RCS

Inspectors
Building, Plumbing, Fire
Protection, Electrical
HHS
ICS
RCS

Trainee
Building, Plumbing, Fire
Protection, Electrical

M BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
RIVERVIEW ACRES
16 RIVERVIEW DRIVE
TIVTON FALLS NEW JERSEY 07784

CATEGORY WC-III

1989

Range I

Range II

Range III

Line A
Architect

Line B
Environmental Health
Coordinator

Line C
C.D.B.G.

Line D
Psychologist

Line E
Sanitary Investigator

Line F
Accountant

Line G
Deputy Tax Assess.
Asst. Tax Assess.

Line H-I
Asst. Tax Collector

Line H
Deputy Tax Collector

Line I
Field Inspector/Assess.

Line J
Environmentalist

CATEGORY WC-III 1990

Range I Range II Range III

Line A
Architect

Line B
Environmental Health
Coordinator

Line C
C.D.B.G.

Line D
Psychologist

Line E
Sanitary Investigator

Line F
Accountant

Line G
Deputy Tax Assess.
Asst. Tax Assess.

Line H-I
Asst. Tax Collector

Line H
Deputy Tax Collector

Line I
Field Inspector/Assess.

Line J
Environmentalist

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
RIVERVIEW ACRES
18 RIVERVIEW DRIVE
LINTON FALLS, NEW JERSEY 07734

CATEGORY WC-III

1991

Range I

Range II

Range III

Line A
Architect

Line B
Environmental Health
Coordinator

Line C
C.D.B.G.

Line D
Psychologist

Line E
Sanitary Investigator

Line F
Accountant

Line G
Deputy Tax Assess.
Asst. Tax Assess.

Line H-I
Asst. Tax Collector

Line H
Deputy Tax Collector

Line I
Field Inspector/Assess.

Line J
Environmentalist

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
10 RIVERVIEW ACRES
TINTON FALLS, NEW JERSEY 07798

CATEGORY CL 1989

GRADE I SECRETARY TO THE DEPARTMENT HEAD

Minimum: (3) (2) (1) (1)* (1)	Maximum: Range I	Range II	Range III
--	---------------------	----------	-----------

GRADE 2-A SECRETARY WITH STENO

Minimum: (4) (1) (2) (1)* (1)	Maximum: Range I	Range II	Range III
--	---------------------	----------	-----------

GRADE 2-B ACCOUNTING/BOOKKEEPING

Minimum: (6) (1) (1) (1)* (1)	Maximum: Range I	Range II	Range III
--	---------------------	----------	-----------

GRADE 3 CLERK TYPIST

Minimum: (3) (1) (1) (2) (1) (1) (1) (1)	Maximum: Range I	Range II	Range III
--	---------------------	----------	-----------

* Includes \$1500 stipend per year for Registrar, Tax Search Officer and Time Keeper.

** For evaluation merit adjustment refer to Article XX

S. M. BOSCO ASSOCIATES
 LABOR RELATIONS SPECIALIST
 85 RIVERVIEW ACRES
 19 RIVERVIEW DRIVE
 TINTON FALLS, NEW JERSEY 07748

CATEGORY CL 1990

GRADE I SECRETARY TO THE DEPARTMENT HEAD

Minimum: (3) (2) (1) (1)* (1)	Maximum: Range I Range II Range III
--	--

GRADE 2-A SECRETARY WITH STENO

Minimum: (4) (1) (2) (1)* (1)	Maximum: Range I Range II Range III
--	--

GRADE 2-B ACCOUNTING/BOOKKEEPING

Minimum: (6) (1) (1) (1)* (1)	Maximum: Range I Range II Range III
--	--

GRADE 3 CLERK TYPIST

Minimum: (3) (1) (1) (2) (1) (1) (1) (1)	Maximum: Range I Range II Range III
--	--

* Includes \$1500 stipend per year for Registrar, Tax Search Officer and Time Keeper.

** For evaluation merit adjustment refer to Article XX.

CATEGORY CL 1991

GRADE I SECRETARY TO THE DEPARTMENT/DIVISION HEAD ***			
Minimum:	Maximum:		
	Range I	Range II	Range III
(3)			
(2)			
(1)			
(1)*			
(1)			
GRADE 2-A SECRETARY WITH STENO			
Minimum:	Maximum:		
	Range I	Range II	Range III
(4)			
(1)			
(2)			
(1)*			
(1)			
GRADE 2-B ACCOUNTING/BOOKKEEPING			
Minimum:	Maximum:		
	Range I	Range II	Range III
(6)			
(1)			
(1)			
(1)*			
(1)			
GRADE 3 CLERK TYPIST			
Minimum:	Maximum:		
	Range I	Range II	Range III
(3)			
(1)			
(1)			
(2)			
(1)			
(1)			
(1)			
(1)			

* Includes \$1500 stipend per year for Registrar, Tax Search Officer and Time Keeper.

** For evaluation merit adjustment refer to Article XX.

*** The new title of Secretary to a Division Head shall become effective as of July 1, 1991. Adjustments for affected employees would be retroactive to that date.

S M BOSCO ASSOCIATES
 LABOR RELATIONS SPECIALIST
 14701 W. ACRES
 18 RIVERVIEW DRIVE
 TITON FALLS, NEW JERSEY 07754

CATEGORY BC		1989		
BC-I	Range I	Range II	Range III	
A line				
Landscaper				
B Line				
Clean Streets Laborer				
BC-2				
A Line				
Master Mechanic Police				
B Line				
Traffic and Safety				
Signs and Lines				
Auto Body Mechanic				
General Mechanic				
C Line				
Auto Mechanic Helper				
D Line				
Animal Control Office				

CATEGORY BC		1990		
BC-I	Range I	Range II	Range III	
A Line				
Landscaper				
B Line				
Clean Streets Laborer				
BC-2				
A Line				
Master Mechanic Police				
B Line				
Traffic and Safety				
Signs and Lines				
Auto Body Mechanic				
General Mechanic				

S. M. BOSCO ASSOCIATES
 LABOR RELATIONS SPECIALIST
 RIVERVIEW ACRES
 16 RIVERVIEW DRIVE
 TIRTON FALLS, NEW JERSEY 07754

C Line
Auto Mechanic Helper

D Line
Animal Control
Officer

CATEGORY BC 1991

BC-I **Range I** **Range II** **Range III**

A Line
Landscaper

B Line
Clean Streets Laborer

BC-2

A Line
Master Mechanic Police

B Line
Traffic and Safety

Signs and Lines

Auto Body Mechanic

General Mechanic

C Line
Auto Mechanic Helper

D Line
Animal Control
Officer

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
SUITE 200
19 ALYDENE DRIVE
TINTON FALLS, NEW JERSEY 07798

ARTICLE XXI

HOLIDAYS

A. All employees covered by this Agreement shall receive fifteen (15) paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday following
Memorial Day	Thanksgiving
Primary Election Day	Christmas Day
Independence Day	One Floating Holiday

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

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

ARTICLE XXII

LONGEVITY

A. All employees covered under this Agreement shall receive longevity payment on the following basis:

1. 5 years service.....2 1/2%
2. 10 years service.....5 %
3. 15 years service.....7 1/2%
4. 20 years service.....10%
5. 24 years service.....12 1/2%
6. 29 years service.....15%

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

1. **Authorized leave of absence at employee's request**
From date of initial employment less time for leave of absence.
2. **Resignation and subsequent rehiring**
If a person resigns and is rehired within one (1) year of his resignation, he shall be allowed to work five (5) consecutive years and then have this time bridged back to his original hiring date and all benefits and longevity pay shall be forthcoming.
3. **Military Service**
Employment shall be considered as uninterrupted except no credit shall be allowed for service in the Armed Forces.
4. **Disciplinary Action**
No credit shall be allowed for the amount of time lost due to a disciplinary action.

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

ARTICLE XXIII

PROFESSIONAL EMPLOYEE RIGHTS

A. Training, Travel and Professional Organization Dues

Professional employees shall be defined as those employees within the categories of WC-1, WC-2 and WC-3. The Township shall be responsible for all registration fees, sundry expenses, and release time for seminars, workshops, and lectures and/or other programs for mandated professional improvement or maintenance of required professional certification. Non-required seminars, workshops, and lectures shall be considered by the Township Business Administrator for reimbursement at his discretion. Mileage, travel and other related expenses from such mandated sessions shall be paid by the Township. The mileage rate shall be the current IRS maximum.

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

B. Save Harmless

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

ARTICLE XXIV

TEMPORARY EMPLOYEES

A. Except as hereafter limited, all provisions of the existing master Agreement shall apply to those individuals classified at their date of hire as temporary employees. Temporary is defined as those employees filling designated positions within the bargaining unit for a period of one (1) year or less. These employees may be hired as hourly employees. No position within the Township shall be so categorized for a period exceeding one (1) year. Prior to the creation of a temporary position the Township shall notify the MEA President of its intent, the specific need and function of the position and anticipated duration.

B. All temporary employees shall be hired at a rate fixed by the Township. No temporary employee shall be eligible to receive or purchase any insurance benefits with the Township.

C. In the event an individual hired as a temporary obtains permanent employment with the Township, time served as a temporary shall count toward that person's probationary period. No person hired as a temporary shall attain status as a permanent employee in any position within the Township until the job posting procedures contained within this contract have been satisfied. However, if a temporary achieves permanent status then their salary shall be raised or lowered, accordingly, to the appropriate wage scale contained herein and shall be treated as any other newly hired employee.

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

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

F. Temporary employees employed on a full-time basis shall accrue one (1) sick day per month.

G. Provisions of Article XVI, Bereavement Leave, shall become applicable ninety (90) calendar days after the first day of service of a temporary employee hired on a full-time basis..

H. Provisions of Article XXIV, Professional Employee Rights, shall not be applicable to temporary employees.

I. After sixty (60) days employment as a temporary, each employee hired on a full-time basis shall receive one (1) vacation day for each two (2) months' continuous employment thereafter, to a maximum of five (5) days per year. Upon obtaining permanent employment,

such employees shall be covered under Article XIII of the master Agreement and treated as permanent employees with vacation time computed from the original date their employment commenced.

J. Upon gaining permanent status the employee shall be eligible for membership in the MEA.

ARTICLE XXV

SEPARABILITY AND SAVINGS

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

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

ARTICLE XXVI

PERMANENT PART-TIME EMPLOYEES

A. DEFINITIONS

Employees within this Article shall fall into three (3) general categories:

1. Temporary.

A temporary employee is one who fits the criteria established within Article XXIV, herein above. The terms and conditions of said category of employee is set forth therein.

2. Full or Part Time Seasonal.

A full or part-time, seasonal employee is one hired to perform work of a specified season, usually connected with the recreation department or skating rink. They are seasonal employees under the traditional labor sense. The Township may set the wages and hours of said employees, except that they shall not earn a rate in excess of the entry level rate for their appropriate category or job title. They shall not be entitled to benefits nor shall they be eligible for Association membership or protection. Seasonal employees, except recreation and skating rink personnel, may not be hired for a time period to exceed ninety (90) days.

3. Permanent Part-time.

Permanent Part-time employees are regular employees of the Township whose hours of work do not exceed seventy-five (75%) percent of the normal work hours for full time employees of the same category or job title.

B. TERMS AND CONDITIONS.

1. Temporary Employees terms and conditions are governed by Article XXIV, herein above.

2. Seasonal Employees shall not be compensated at a rate higher than the entry level wages of their respective category or job title. They shall not be eligible for any other benefits as outlined within this Agreement.

3. Part-time permanent employees shall be compensated at an hourly rate commensurate with their respective category or job title. They shall commence employment at the entry level of the category.

Any Part-time permanent employee hired prior to July 1,

1991 shall maintain health/hospitalization and any other insurance benefits which they are presently receiving at the level at which they were receiving those benefits. Any Part-time permanent employee hired after July 1, 1991 shall be eligible to receive and shall be offered health/hospitalization and all other insurance benefits at a pro-rata level equal to the percentage of full time hours worked. Therefore, a part time employee working 50% of a full time schedule would be offered benefits with the Township contributing 50% of the premium costs, and so forth. The part-time employee has the option of having the remainder of the premium charges deducted from his/her wages or declining the benefit package.

All other contractual benefits concerning time off shall be enjoyed by these employees on a pro rata basis, as determined by the percentage of hours worked as compared with a full time employee of the same category or job title.

All other contractual provisions, except those specifically modified or limited herein above, shall apply equally to part-time permanent employees, including, but not limited to, Association membership and the Agency Shop provisions of this Agreement.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be in full force and effect retroactively from January 1, 1989, and until its expiration on December 31, 1991.

Negotiations for a successor agreement shall commence no later than September 15, 1991. 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 years 1989 through 1991 and it is further understood that, unless expressly noted herein, all other contract provisions which were in effect as of December 31, 1988 and all other terms and conditions so enjoyed shall continue in full force and effect.

FOR THE TOWNSHIP:

FOR THE OBMEA:

OBMEA NEGOTIATING TEAM

TOWNSHIP OF OLD BRIDGE NEGOTIATING TEAM

OBMEA LABOR CONSULTANT

Dr. Simon M. Bosco

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