

**MEMORANDUM OF AGREEMENT**

**TOWNSHIP OF OLD BRIDGE**

**AND**

**AFSCME LOCAL 3231-2**

The negotiation committees of the Township of Old Bridge and the AFSCME Local 3231-2 agree to the terms of this Memorandum of Agreement as set forth below:

**1. ARTICLE IV - GRIEVANCE PROCEDURE**

a. Section C. Procedure:

- (1). Revise Level One to read as:

An employee with a grievance shall set forth in writing their grievance and it shall be filed with their Department Head, either directly or through a shop steward, with the objective of resolving the matter. 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. Failure to act within the said fifteen (15) calendar days shall be considered to be an abandonment of the right to initiate the grievance. The Department Head and/or his designee shall respond in writing stating the answer to the grievance(s) in ten (10) calendar days from receipt of the grievance.

- (2). Delete in its entirety Section C, Subsection 2 (Level Two).
- (3). Delete in its entirety Section C, Subsection 3 (Level Three).
- (4). Renumber the remaining subsections of Section C.

b. Section D. Miscellaneous:

- (1). Delete in its entirety Section D, Subsection 2.
- (2). Delete in its entirety Section D, Subsection 5.
- (3). Renumber the remaining subsections of Section D.

**2. ARTICLE VI - HEALTH INSURANCE**

a. Section A- Health insurance modifications as follows:

- Effective January 1, 2018 Brand Name Prescription Co-Pay shall increase to \$25.00.

b. Delete the following from Section A and replace with the following:

**DELETE:** “\*It is understood and agreed that all employees shall be required to contribute toward the cost of coverage in accordance with and as required by the Laws of New Jersey, 2011, Chapter 78.”

**REPLACE WITH:** “Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011. The parties acknowledge that health benefit contributions remain negotiable in future collective negotiations.”

c. Add the following to Section G: All employees hired on or after January 1, 2018 shall be afforded retiree health benefits until the employee and spouse become Medicare eligible. All employees hired on or after January 1, 2018, upon the employee and spouse becoming Medicare eligible, the Township of Old Bridge shall no longer provide retiree health benefits (neither primary and/or secondary health benefits).

### 3. ARTICLE IX - SICK LEAVE

a. Add the following language to Section B: All employees hired on or after January 1, 2018 shall only be afforded a total of thirteen (13) sick days. Of these thirteen (13) sick days, two (2) sick days may be designated by the employee as personal days.

b. Add new Section I:

All employees hired on or after May 21, 2010 shall not be afforded payment and/or compensation for unused sick leave during the calendar year pursuant to N.J.S.A. 40A:9-10.4. Payment for accumulated sick leave shall be known as supplemental compensation. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement in compliance with New Jersey state law (N.J.S.A. 40A:9-10.4). Additionally, employees shall not be afforded supplemental compensation upon layoff, resignation and/or termination in compliance with New Jersey state law (N.J.S.A. 40A:9-10.4).

### 4. ARTICLE XII – CLOTHING ALLOWANCE

a. The clothing allowance shall be increased by \$100 effective January 1, 2018 and additional \$100 increase effective January 1, 2019.

**5. ARTICLE XIV – WORK SCHEDULES AND HOURS OF WORK AND OVERTIME**

a. Section B, Subsection 1 – Delete 1<sup>st</sup> sentence and replace with the following:

“Any employee who is called to work during their non-scheduled time shall receive a minimum of three (3) hours pay at time and one-half if starting their call-in assignment before 11:00 p.m. and a minimum of three (3) hours pay at time and one-half if starting their call-in assignment after 11:00 p.m.”

**6. ARTICLE XVI – VACATION**

a. Add a new Section F: All vacation time shall be prorated during the last year of employment for all employees hired on or after January 1, 2018.

b. Add a new vacation schedule to Section A for all new employees hired on or after January 1, 2018:

Years of Service	Vacation Days
1 <sup>st</sup> Year of Employment	One (1) vacation day per month during the first year of employment. Maximum five (5) vacation days.
2 <sup>nd</sup> – 5 <sup>th</sup> Year of Employment	Ten (10) vacation days.
6 <sup>th</sup> – 10 <sup>th</sup> Year of Employment	Fifteen (15) vacation days.

c. Add the following to Section D: In lieu of requesting a carryover of vacation time, an employee may request to buy back vacation time, up to five (5) vacation days per year, subject to budgetary constraints as determined by the Township CFO. If an employee wants to request a vacation buy back, the request must be made by September 30 for the buy back to the Township Human Resources Manager and the payment will be made the first quarter of the following year (March 31). If vacation buy back is denied, the employee will be authorized to carry over those five (5) vacation days to be used by September 30 of the following year. If the five (5) carried over vacation days are not used by September 30, they shall be forfeited.

**7. ARTICLE XVII - SALARY**

a. Salary increases as follows:

- 2016: 2%
- 2017: 2%
- 2018: 2%
- 2019: 2%
- 2020: 2%

b. Delete the following: “\*Effective at ratification of the collective negotiations agreement by both parties, all employees shall receive a non-pensionable, non-compoundable payment of \$750.00, which shall not be added to any step in the salary guide. Effective on January 1, 2015, all employees shall receive a non-pensionable, non-compoundable payment of \$750.00, which shall not be added to any step in the salary guide. This payment shall not continue in any subsequent year.”

c. Establish an incentive list of stipends that will be offered for obtaining and maintaining various certifications. See attached list.

## 8. DURATION OF AGREEMENT

The term of the agreement shall be from January 1, 2016 through December 31, 2020.

9. The parties acknowledge that the terms and conditions are subject to ratification by both parties.

10. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

11. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.

In witness whereof, this Memorandum of Agreement is executed on September 20, 2017.

### AFSCME Council Local 3231-2

John Tooby 9-20-17  
John Healy 9-20-17  
Frank Zehn 9-20-17

Kathy N. J. 9/20/17  
C. J. M. 9/20/17

### Township of Old Bridge

J. P. R.

Business Administrator / CFO /  
Director of Finance

**Old Bridge Township**  
**Department of Public Works**  
**License and Certification Lists**

The following is a list of Licenses and Certifications with stipend amount as an incentive. Due to the crossover of positions in the Parks department included in AFSCME and USW unions, licenses and certifications that would be beneficial to both departments have been included. They have been divided into three categories:

- Type I: These can be required in a few days or less but require recertification credits
- Type II: These require significant schooling to acquire
- Type III: These certifications take years of schooling or work experience to acquire

Type I: (\$200 annually for each license for a maximum of \$400)

- New Jersey Pesticide Applicator License
- New Jersey Fertilizer Applicator License
- New Jersey Underground Storage Tank Operator (in effect 2018)
- New Jersey Clean Communities Coordinator
- New Jersey Black Seal
- Certified compost operator

Type II (\$1,000 annually for each license for a maximum of \$2,000)

- Certified Recycling Professional
- ASE- Auto Maintenance and Light Repair Certification Test
- Certified Sports Field Manager
- Certified Landscape Manager

Type III (\$2,000 annually for maximum of one)

- Master Plumber
- Licensed Electrician
- Certified Tree Expert
- Certified Arborist
- ASE Certifications
  - Automobile & Light Truck Certification Tests
  - Transit Bus Certification Tests
  - Medium-Heavy Truck Certification Tests


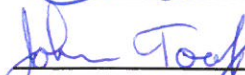
Each category is independent. Employee can have a maximum of \$3,200 non-pensionable stipend earning. License and certification must be maintained in order to continue to receive the stipend. An employee must notify their Department head and/or HR within 5 days of loss of their license or certification. The annual stipends would be paid bi-weekly and would not be compounded with regular wages. The Township will provide payment for obtaining multiple license/certification in type one (1) and type two (2) category,


however, only one employee will receive a stipend for each license/certification on a first come first serve basis. Upon recommendation of the Director of Public Works or Parks and Recreation, with approval from the Business Administrator, this list may be amended to include any new state required license or certificate. For licenses that may be required for both Public Works and Parks Department, the Township will make allowance for an additional employee to obtain the license and receive an additional stipend.

Executed on September 20, 2017

AFSCME Council Local 3231-2

Township of Old Bridge

  
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9/20/17  
  
\_\_\_\_\_  
Frank Zahr  
Kasay N p

  
\_\_\_\_\_  
Business Administrator / CFO  
Director of Finance