

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

Between

**THE TOWNSHIP OF OLD BRIDGE**

and

**THE OLD BRIDGE PUBLIC WORKS & SANITATION UNION  
UNITED SERVICE WORKERS UNION, I.U.J.A.T.**

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**July 1, 2009 through December 31, 2011**

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59 This Agreement is made by and between the Township of Old Bridge, a  
60 municipal corporation of the State of New Jersey (hereinafter referred to as the  
61 Township), and the United Service Workers **UNION, I.U.J.A.T.** (hereinafter known  
62 as the Union)

63 WHEREAS, the Township and the Union recognize that it will be for the  
64 benefit of both to promote mutual understanding and foster a harmonious relationship  
65 between the parties to the end that continuous and efficient service will be rendered to  
66 and by both parties.

67 NOW, THEREFORE it is agreed as follows:

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#### ARTICLE I

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#### RECOGNITION

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The Township hereby recognizes the United Service Workers **UNION, I.U.J.A.T.** as the sole and exclusive representative of all eligible Public Works and Sanitation employees within the municipality.

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#### ARTICLE II

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#### NEGOTIATION PROCEDURE

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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 agreement. Such negotiation shall begin not later than April 1<sup>st</sup> of each calendar year.

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B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiations representatives will be submitted to the Township Council and members of the Old Bridge Public

86 Works and Sanitation Union, **UNION, I.U.J.A.T.** for ratification, decision, or vote.  
87 Any agreement of the parties shall be reduced to writing and shall become the  
88 contractual Agreement.

89 C. Negotiations will be held at times and locations convenient to both  
90 parties.

91 D. The employer shall make no changes unilaterally in any terms and  
92 conditions of employment as are bargainable under Chapter 123, Public Employer-  
93 Employee Relations Law of 1974 and case law following.

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### ARTICLE III

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#### EMPLOYEE'S RIGHTS

97 A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey,  
98 the Township hereby agrees that all employees shall have the right freely to organize,  
99 to join and support the union and any affiliates, for the purpose of engaging in  
100 collective negotiations. As a duly selected body exercising governmental power under  
101 code of law of the State of New Jersey, the Township undertakes and agrees that it  
102 shall not directly or indirectly discourage or deprive or coerce any employee in the  
103 enjoyment of any rights conferred by Chapter 123, Public Laws 1974 of New Jersey or  
104 the Constitution of New Jersey and the United States; that it shall not discriminate  
105 against any employee with respect to hours, wages or any terms and conditions of  
106 employment by reason of his membership in the Union, his participation in any lawful  
107 activities of the Union, collective negotiations with the Township, or the institution of  
108 any grievance, complaint or proceeding under this Agreement or otherwise with  
109 respect to any terms or conditions of employment as long as this Article doesn't  
110 infringe on managerial rights.

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

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

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#### ARTICLE IV

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#### GRIEVANCE PROCEDURE

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##### A. DEFINITION

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A "grievance" is a complaint about the interpretation, application, or  
alleged violation of policies, agreements or administrative decisions affecting any  
employee or group of employees.

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##### B. PURPOSE

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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 of employees.

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##### C. PROCEDURE

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###### 1. Level One

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An employee with a grievance should first discuss it with his immediate  
supervisor, either directly or through the Union's representative, with the objective of  
resolving the matter informally.

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###### 2. Level Two

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If the aggrieved person or group is not satisfied with the disposition of  
the grievance at Level One, or if no answer has been rendered within three (3) days  
following its presentation, it shall be reduced to writing and submitted to his  
immediate supervisor.

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140 3. Level Three

141 If no satisfactory agreement is reached within five (5) days, or if no  
142 written response has been received, the grievance shall be submitted to the appropriate  
143 Department Head.

144 4. Level Four

145 Should no acceptable agreement be reached within five (5) days of  
146 submission to the Department Head, the grievance shall be submitted to the Business  
147 Administrator or his designee (said designee shall have full power and authority to  
148 remedy said grievance). A meeting shall be conducted between the Business  
149 Administrator or his designee and the Union within ten (10) days of the receipt of the  
150 grievance. The Business Administrator or designee shall respond in writing stating the  
151 answer to the grievance(s), along with findings and reasons, ten (10) days following  
152 the conclusion of said hearing.

153 5. Level Five

154 Should no satisfactory decision be reached at Level Four, or should no  
155 response be received within the specified ten (10) days, the Union may submit the  
156 grievance to arbitration. Selection of an arbitrator shall be accomplished by utilizing  
157 the services of the New Jersey Public Employment Relations Commission (PERC).  
158 Both parties agree to grievance arbitration and, furthermore, both parties agree that the  
159 decision of the arbitrator shall be final and binding upon all parties. The cost of such  
160 arbitration, transcripts, and related expenses, exclusive of Union and Township  
161 counsel and/or consultants, shall be borne equally by the parties. The arbitrator shall  
162 not change, limit, or modify this Agreement in whole or in part.

163 D. Miscellaneous

164 1. All grievances filed must show the signature of the Union's  
165 designated Grievance Chairperson or President except where the grievant is  
166 representing himself.

167                   2.       All decisions rendered in the Grievance Procedure except at Level  
168 One shall be in writing, setting forth the decisions and the reason(s) therefore, and  
169 shall be submitted in accordance with Paragraph C. of this Article.

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

172                   4.       Any aggrieved person may be represented at all Levels of the  
173 Grievance Procedure by himself, or by a representative approved by the Union.  
174 Copies of any unofficial grievance submitted by an individual shall be forwarded by  
175 the Employer to the Union. When a grievant is not represented by the Union, the  
176 Union shall be present to offer its position and safeguard the integrity of the contract  
177 on all Levels of the Procedure. It shall be the responsibility of the Employer to inform  
178 the Union, in writing, in the event a grievance is filed by an individual acting without  
179 Union representation. This Agreement in no way limits the right of an individual to  
180 confer with his Employer on any matter of mutual concern. No such problem shall be  
181 remedied in such a manner as to conflict with or modify any provision of this  
182 Agreement.

183                   5.       The aggrieved will have fifteen (15) calendar days to file a  
184 grievance at Level One after a situation arises.

185                   6.       Grievance hearings will be held at times and locations convenient  
186 to both parties and if held during working hours, the employee shall suffer no loss of  
187 pay.

188                   7.       All reference to "days" herein shall mean working days unless  
189 otherwise noted.

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ARTICLE V

UNION RIGHTS

A. UNION DUES DEDUCTION

1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Old Bridge Public Works and Sanitation Union, U.S.W.A. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (E), as amended. Paid money, along with any records of corrections, shall be transmitted to the Union 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 Union. 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 by Management during the month of January.

B. The union shall have reasonable use of the bulletin board located in the Employee Lounge Area.

C. The Union President shall have the option of being accompanied by an individual when asked to meet with the employer on Union 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 Union dues, initiation fees and assessments, which shall be withheld, in accordance with the law. The Union shall indemnify the

220 Township from all liability resulting from and/or caused by dues deduction or fair  
221 share representation fees.

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## ARTICLE VI

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### HEALTH INSURANCE

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#### A. Health Insurance

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1. (a) All employees and their spouses and children shall be covered under the Horizon BCBSNJ Blue Card PPO; a prescription plan covering one hundred percent (100%); and a dental plan. Each employee shall receive a yearly highlight sheet of all health/medical benefits and the Union shall be given a complete copy of the master policy of all health/medical plans.

(b) Prescription program shall be modified to provide for \$12.00 co-pay for non-generic prescriptions and a \$5.00 co-pay for generic prescriptions.

(c) A Point of Service program (POS) shall be available for any employee who voluntarily decides to utilize said program.

2. Any employee shall have the option of surrendering coverage under the above-provided health and hospitalization coverage. Any employee who surrenders said coverage for 12 consecutive months shall receive a cash payment equal to half of the Township's cost for the benefit. Said payment shall not be incorporated into the base pay, and shall not be pensionable. The employee must provide the Township with written notice of their intent prior to the commencement of the 12 month period. In order to qualify for this payment, the employee will be required to provide proof of other health insurance coverage. Payment shall be made bi-weekly during the normal pay periods of which said coverage was surrendered.

246 Surrender for the following year shall not be considered automatic.  
247 Conversely, every employee shall be considered as covered and shall so be covered  
248 unless and until such time as an employee shall affirmatively notify the Township to  
249 the contrary.

250 Any employee who had been covered and had opted out of said coverage  
251 for one (1) or more years and subsequently determines not to opt out for a future year  
252 shall be covered irrespective of any pre-existing condition.

253 B. Dental Insurance All employees, their spouses and children shall be covered by  
254 a Dental Plan which shall cover 80% of Class A, Class B services with a maximum of \$2,500  
255 and with a maximum of \$3,000 for orthodontia. The employer shall continue to pay 100% of  
256 the cost of the premiums of such plans. The Township shall not be responsible for the \$25.00  
257 deductible of the plan. The Township will make available, at the employee's option, an HMO  
258 Dental Plan.

259 C. Vision Insurance: All employees, their spouses and children shall be  
260 covered with a Vision Plan which shall provide for a \$200.00 per year, per family,  
261 benefit.

262 D. Long Term Disability Pay

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

269 Effective January 1, 2008, the first sixty (60) calendar days of absence as  
270 a result of a non-job related injury shall be borne by the employee. The employee  
271 must utilize accumulated paid leave to cover those first sixty (60) calendar days (i.e.  
272 sick, vacation, floating holiday, etc.) The next thirty (30) calendar days are picked up

273 by the employer at two-thirds (2/3) the employee's current rate of pay, less any  
274 additional monies received from Township paid benefits or outside work.

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

279           3. Employees hired after May 1, 2006 shall not be eligible for the  
280 2/3 intermediate benefits as outlined above in D.1.

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

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

285           6. Repeat utilization of this benefit may result in disciplinary action  
286 up to and including termination.

287           E. On the Job Injuries

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

291           F. Upon retirement any employee who has completed twenty--five (25)  
292 years of employment with the Township shall have the option of retaining all of the  
293 Medical insurance benefits as provided in this Article, excluding long term disability,  
294 with one hundred percent of the appropriate premium paid for by the Township.

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

298           Upon retirement, all retirees shall sign a Coordination of Health Benefits  
299 Agreement. In the event that the retiree becomes re-employed in any capacity, where

300 such employer provides health benefits for which the retiree is eligible, and the retiree  
301 is not required to contribute to the cost of those benefits, said re-employed retiree shall  
302 be required to obtain such coverage as their primary insurance. The Township shall  
303 maintain the coverage outlined in this Article as a secondary insured. Any retiree  
304 found in violation of this section shall be liable for all medical expenses incurred  
305 during such time of violation.

306 G. All employees shall sign a Coordination of Health Benefits Agreement  
307 and update said agreement information each year. In the event that the employee's  
308 spouse is employed, or becomes employed, and where such employer provides health  
309 benefits for which the spouse is or becomes eligible, and the spouse is not required to  
310 contribute to the premiums of those benefits, said spouse shall be required to obtain  
311 such coverage as their primary health insurance. Dependents shall be primary on the  
312 plan whose birth date of the employee or the spouse comes first in the calendar year.  
313 The Township shall maintain coverage provided in the section as a secondary insured.  
314 Any employee found in violation of this section shall be liable for all medical expenses  
315 incurred during such time of violation.

316

317 ARTICLE VII

318 SENIORITY

319 A. RIGHTS OF SENIORITY

320 For the purpose of this Agreement seniority represents in the highest  
321 degree, the right to work, and by seniority the oldest man in point of service, ability  
322 and fitness for the job being sufficient, and is the last laid off, proceeding so on down  
323 the line to the youngest in point of service.

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327 B. ACCRUEMENT

328 It is understood that any time served as employee while under a CETA  
329 grant shall count toward the accrument of seniority and all benefits if State statutes  
330 allow for same.

331 C. Any employee who is terminated by the Township through lay-off, or  
332 any other means, and is thereafter, within two (2) years hired by the Township or  
333 under any Federal or State grant program such as CETA, and subsequently, is rehired  
334 by the Town and returned to the regular Town payroll, shall be considered a  
335 continuous employee and shall be credited for such time spent working for the  
336 employer under the externally funded program, without loss of longevity, seniority,  
337 vacation, sick time, or other benefits, except those compensated for at the time of  
338 termination.

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

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ARTICLE VIII

343

NO STRIKE PLEDGE

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

347 B. The Union covenants and agrees that during the term of this Agreement  
348 that neither the Union or any person acting on its behalf will cause, authorize, or  
349 support, not will any of its members take part in, (i.e., concerted failure to report for  
350 duty, or willful absence of an employee from his position or stoppage of work or  
351 abstinence in whole or in part, from the full and proper performance of the employee's  
352 duties of employment) work stoppage, slow-down or walkout against the Township.

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

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

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

## 369 ARTICLE IX

### 370 SICK LEAVE

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

376 B. All employees shall be allowed fifteen (15) sick days per year. Of these  
377 fifteen sick days four (4) may be designated by the employee as personal days. Any of  
378 the four personal days not taken by the employee by the end of each calendar year  
379 shall be accrued as sick time and carried as part of the employee's sick time bank.

380 C. Employees hired on or before July 1, 1982 shall be paid for up to a  
381 maximum of two hundred eighty (280) days accrued sick time upon retirement.  
382 However, in no event shall said payment exceed thirty thousand (\$30,000.00) dollars.  
383 Any employee who has more than thirty thousand (\$30,000.00) dollars of accrued sick  
384 time on July 1, 1993 shall be "grandfathered" and the amount in effect on that date  
385 shall become the employee's cap. The Township has the option to pay for two weeks  
386 or ten working days of employees' accumulated sick time as of thirty (30) days in  
387 reserve. If the employer does not purchase the time from the employee, it will be  
388 accumulated as other sick time would be. When bought back by the Township, such  
389 days shall permanently reduce maximum payable sick time. Any purchase by the  
390 Township shall be solely with the employee's consent.

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

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

403 F. Except as might be limited by Sections B, C, and D of this Article, all  
404 unused sick days shall be accruable and shall be paid upon retirement, layoff or  
405 disability, to the maximum stated herein. Any employee terminated for just cause  
406 shall not be entitled to this benefit. All unused sick days, up to the maximum number

407 of applicable accrued sick time, shall be paid to the employee's beneficiary upon the  
408 death of the employee in accordance with Sections B, C, D and E above. Upon  
409 resignation, the employee shall be paid fifty percent (50%) of his/her accumulated sick  
410 days in accordance with Sections B, C, D, and E, not to exceed 50% of the caps set  
411 forth in Sections B, C, D and E. This Article in no way shall limit the total number of  
412 days accruable for use by the employee as sick leave.

413 G. Upon reaching forty-five (45) days of continuous absence from work for  
414 reason of illness or a non-work related disability or upon going on a non-paid leave  
415 status whichever comes first (except as required by state or federal law), an employee  
416 shall cease to accrue sick time until returning to work on a regular basis. Effective  
417 January 1, 2008, upon reaching sixty (60) days of continuous absence from work for  
418 reason of illness or a non-work related disability or upon going on a non-paid leave  
419 status whichever comes first (except as required by state or federal law), an employee  
420 shall cease to accrue sick time until returning to work on a regular basis.

421 H. Any employee who is entitled to sick time and is sick for more than three  
422 (3) consecutive days shall be required to furnish the department head with a doctor's  
423 certificate stating the nature of his illness and the expected date of his return to work.

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425

## ARTICLE X

426

### BEREAVEMENT LEAVE

427 A. Five (5) days bereavement leave shall be provided to each employee  
428 without deduction of pay for each occurrence of death in the employee's or the  
429 employee's spouse's immediate family. The five (5) days shall be work days. The  
430 immediate family shall, be -defined as father, mother, stepfather, stepmother, brother,  
431 sister, stepbrother, stepsister, grandfather, grandmother, spouse, son, daughter, son-in-  
432 law, daughter-in-law, grandson, granddaughter, mother-in-law, sister-in-law, spouse's  
433 grandparents, or any other relative within the household of the employee.

434           B.     Two (2) days bereavement leave shall be granted in the event of the  
435 death of a relative or spouse's relative outside the immediate family as defined above.  
436 Sick leave may be used if additional time is required. A relative outside the immediate  
437 family is defined as: aunt, uncle, niece, and nephew. One day leave shall be granted  
438 in the event of a death of the employee's first cousin. Such leave shall be granted up to  
439 and including the date of the funeral service. The employee's normally scheduled day  
440 off shall be included as bereavement leave in the event of a death of a relative outside  
441 the immediate family. Vacation time shall not be included as an off day and any  
442 bereavement leave shall begin within two (2) weeks of the death of the person.

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## ARTICLE XI

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### HOLIDAYS

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447           A.     Twelve (12) plus two (2) floating = fourteen (14) days as set forth below

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|-----|---------------------------|-------------------------------------|
| 449 | 1. New Year's Day         | 9. Veteran's Day                    |
| 450 | 2. Martin Luther King Day | 10. Thanksgiving Day                |
| 451 | 3. Lincoln's Birthday     | 11. Day After Thanksgiving (Friday) |
| 452 | 4. President's Day        | 12. Christmas Day                   |
| 453 | 5. Good Friday            |                                     |
| 454 | 6. Memorial Day           |                                     |
| 455 | 7. Independence Day       |                                     |
| 456 | 8. Labor Day              | Two (2) Floating Holidays           |

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458           A.     Any employee working a scheduled holiday shall be paid at a rate of  
459 double time and one half.

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ARTICLE XII

CLOTHING ALLOWANCE

Each employee shall receive a clothing maintenance allowance of seven hundred fifty dollars (\$750.00) per year beginning on July 1, 2002 and eight hundred (\$800.00) dollars per year beginning on July 1, 2003. Such allowance shall be paid during the first pay period in November.

ARTICLE XIII

SANITATION DEPARTMENT LIMITATIONS

A. Sanitation employees shall not pick up "garbage", as defined by current Township Ordinance 19.92 (A, B, C), which is not placed in a "galvanized or plastic garbage can" or "plastic bags properly tied, nor shall they pick up garbage containers in excess of "32 gallons" or "50 pounds".

B. Sanitation employees shall not pick up "rubbish" as defined by current Township Ordinance 19.92 (F) which is not appropriately stored, or which is not tied in bundles, or which is in excess of 50 pounds or over 5 feet in length. Such pick up shall not exceed six (6) bundles and remaining bundles shall be reported as being left by the crew unless the garbage cans or plastic bags have normal household garbage.

C. Employees shall report any excess number of large appliances or similar items that are left for pick up at a particular address over a reasonable short period of time. The Township shall investigate any such report and make every effort to remedy the problem.

D. Employees shall be responsible for returning- to any missed stops on a day's route during normal working hours.

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ARTICLE XIV

OPERATIONAL SAFETY

A. No employee shall be required to operate a vehicle or piece of equipment which is deemed to be unsafe. Vehicles will comply with appropriate N.J. Division of Motor Vehicle Codes, and equipment will comply with appropriate OSHA regulations.

B. Each employee shall be provided with appropriate safety equipment and protective gear for each job assignment. The caret maintenance and return of such equipment shall be the responsibility of the employee. The employee shall also be otherwise properly attired for his job assignment.

C. Safety Committee

1. There shall be one (1) member of the Old Bridge Township municipal Safety Committee appointed by, representative of, the Public Works and Sanitation Union.

2. Meetings of the Safety Committee shall be held during working hours when possible.

3. Any employee receiving notice of any negative finding of the Safety Committee shall have the right to attach a written rebuttal and shall continue to enjoy the Steps of the Grievance Procedure.

D. Public Works employees assigned special sanitation pick-ups shall be provided with all necessary equipment and assistance. No employee shall be required to perform any special pick-up that is a threat to his health and safety.

E. Employees shall not be required to pick up, handle or otherwise work with abandoned drums, barrels or containers of any type, without certification of the handling of such barrel or container as "not hazardous" under the procedures currently followed for hazardous materials.

ARTICLE XV

WORK SCHEDULES AND HOURS OF WORK AND OVERTIME

A. Public Works Department

1. Employees shall work an eight-hour day. They shall receive one and one-half (1½) times their regular rate of pay for all work performed over forty (40) paid hours.

2. Employees shall work a forty (40) hour week, excluding Saturday and Sunday. Employees shall receive one and one-half (1½) times their regular rate of pay for all work performed on a Saturday and one and one-half (1½) times their regular rate of pay for all work performed on Sunday.

B. Sanitation Department

1. Employees shall work an eight (8) hour work day. Employees shall commence work at 5:00. A.M. Furthermore, if employees are able to complete their scheduled runs in under eight (8) hours, they shall be free to go home and still receive a full eight (8) hours' pay. Refer to Article XIII, Paragraph D. They shall receive one and one-half (1½) times their regular rate of pay for all work performed over forty (40) paid hours.

2. Employees shall work a forty-eight (48) hour week, excluding Sundays. Employees shall receive two (2) times their regular rate of pay for all work performed on a Sunday.

C. Miscellaneous

1. Any employee who is called to work during their non--scheduled time shall receive a minimum of two (2) 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. Employees called in to work on any of the holidays specified in this Agreement or on nonscheduled time on

541 a Saturday or Sunday, shall receive a minimum of three (3) hours pay at time and one-  
542 half.

543           2. Said call-in overtime shall be offered on a rotating basis,  
544 according to posted seniority list within each department. In emergency situations  
545 management reserves the right to call the closest available departmental employee. A  
546 refused call will place the employee's name on the bottom of the list. An employee  
547 that accepts an overtime assignment must perform the assignment he accepts or be  
548 immediately sent home, in which event, Section C, 1 of this Article will not apply.

549           3. Whenever a non-working foreman is called into work, if the job  
550 requires additional personnel, the applicable department overtime list shall be utilized  
551 before the services of a second foreman are used on that particular job.

552           4. Once engaged, the overtime rate shall remain in effect for all  
553 continuous time, with the exception of a regularly scheduled shift that the employee  
554 has been asked to work.

555           5. The overtime rate for all hours worked during the twenty-four  
556 (24) hour period recognized as Thanksgiving Day, Christmas Day and New Year's  
557 Day shall be calculated at the combined rate of holiday pay plus the time and one-half  
558 overtime rate.

559           6. Employees shall be paid in accordance with the Fair Labor  
560 Standards Act for all time they are required to remain on-call.

561           7. Regularly scheduled shifts shall not be altered except  
562 through negotiations as required by law.

563           8. Prospectively, all employees will either be paid or use comp their  
564 comp time within the Township's fiscal year in which the comp time is earned. In the  
565 event said comp time is not used in the fiscal year earned it will be paid at the  
566 collective bargaining agreement rate in effect at the time the comp time is earned.

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ARTICLE XVI

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JOB CLASSIFICATIONS

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A. Any employee working in a job classification above his

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normally assigned position for more than thirty (30) continuous calendar days shall get

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the rate of the higher job classification from the 30th day on, as long as he continues in

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the higher classification. The Township has established the following job

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classifications:

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Laborer "A"

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Laborer "B"

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Driver

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Equipment Operator

579

Senior Operator

580

Mechanic "C"

581

Mechanic "B"

582

Chief Mechanic

583

Carpenter

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Tree Expert

585

Body Repairman

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Building Maintenance Mechanic

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Head Custodian

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B. The Township and the Union, recognizing the need for employees to

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have the opportunity to advance into positions requiring additional skills and greater

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responsibility, agree to provide the opportunity for individuals to advance through the

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classifications of Laborer, Driver and Operator utilizing the following guidelines:

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1. Advancement from Laborer "B" to Laborer "A"

594                   After six (6) months of employment an individual shall have his work  
595 performance reviewed by the Township and, given a satisfactory review, shall advance  
596 to the classification of Laborer "A". If given an unsatisfactory review the employee  
597 shall be so informed and given suggestions and assistance for improvement. The  
598 employee shall have his work performance reviewed again after six (6) months.

599                   2.     Advancement from Laborer to Driver

600                   Any employee giving at least one (1) full year of service as a Laborer  
601 "A" will be eligible to advance to the classification of Driver upon determination by  
602 the Township that such a position needs to be filled. Such eligibility shall be  
603 established through a performance review made by the Township. Upon receiving a  
604 satisfactory review the individual shall be eligible for advancement. Given an  
605 unsatisfactory review the employee shall be so informed and given suggestions and  
606 assistance for improvement. All efforts shall be made to instruct Laborer "A"  
607 employees in the efficient and safe operation of the trucks they may be required to  
608 drive.

609                   3.     Advancement from Driver to Operator

610                   Upon determination by the Township of any opening for a Operator all  
611 interested Drivers shall be given a work performance review and considered eligible  
612 for the position of Operator. A continuing effort shall be made to give each Driver  
613 training on the operation of all types of equipment. Given an unsatisfactory review the  
614 employee shall be so informed and given suggestions and assistance for improvement.

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616                   4.     Custodian Advancement

617                   After six (6) months of employment as a Custodian "C" an individual shall have  
618 his/her work performance reviewed by the Township and, given a satisfactory review,  
619 shall advance to Custodian "B". After one (1) year of service as a Custodian "B" an  
620 individual shall have his/her work performance reviewed by the Township and, given

621 a satisfactory review, shall advance to Custodian "A". If given an unsatisfactory  
622 review at any point the employee shall be so informed and provided with suggestions  
623 and assistance for improvement.

624 C. An employee given an unsatisfactory review at any point in the  
625 advancement process will be given the opportunity for another performance review  
626 upon the expiration of the same time limit as was used for his initial eligibility for  
627 advancement.

628 D. All positions opening in the Township shall be posted on each bulletin  
629 board at least ten (10) working days prior to the closing application deadline. Notice  
630 shall include job title, job description, eligibility requirements, instructions for making  
631 application and the closing date for applications. The Union President shall also be  
632 mailed a copy of all job postings within the Township.

633 The Township may temporarily full the position during the posting  
634 period at the established pay rate for the job. In the event there is no established rate  
635 for a position the Township shall meet with the Union to establish a pay rate and any  
636 other terms and conditions applicable to that position.

637 The final decision in filling the position shall not be grievable past Level  
638 Four of the Grievance Procedure at Article IV.

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## ARTICLE XVII

641

### MAINTENANCE MECHANIC

642 The maintenance mechanic shall be covered by the call-in provisions of Article  
643 XV, Section C.

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ARTICLE XVIII  
LONGEVITY

A. All employees shall receive longevity payment on the following basis. Retro-active payments to employees hired after January 1, 1994 shall only go back to January 1, 2006.

1. 5 years service.... 2.5%
2. 10 years service... 5%
3. 15 years service... 7.5%
4. 20 years service... 10%
5. 25 years service... 12.5%
6. 30 years service... 15%

NOTE: Although the contract will be amended to provide longevity to Laborers hired after July 1, 1994, this change is only retroactive back to January 1, 2006 and the employees total years service as a full-time laborer will be used to determine the longevity rate.

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 service 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. Disability leave not including time when the employee is utilizing their own time: The employee's anniversary date will also be changed to reflect the time utilized for that leave.
3. 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 his time bridged back to his original hiring date and all benefits and longevity pay shall be forthcoming.

675                   4.     Military Service-employment shall be considered as uninterrupted  
676 except no credit shall be allowed for service in the Armed forces.

677                   5.     Disciplinary action-no credit shall be all owed for the amount of  
678 time lost due to a disciplinary action.

679           C.     Longevity shall be paid on a biweekly basis as part of the regular pay.

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## ARTICLE XIX

682

### VACATION

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

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

687           B.     Permanent, part-time employees shall receive pro rata vacation of two  
688 (2) weeks.

689           C.     Temporary, part-time employees shall not be eligible for vacation.

690           D.     Applicability. The foregoing schedules shall apply to all personnel  
691 covered under this section employed as of January 1 of the current year. Personnel  
692 employed between January 1 and July 31 of the current year shall be entitled to one-  
693 half (½) their regular vacation for that year. Personnel employed after July 31 of the  
694 current year shall not be eligible for an annual vacation during the current year.

695           E.     Carrying Over of Vacation. One (1) week's vacation may be carried  
696 over into the following year with the approval of the Township Administrator.

697           F.     Employees may take up to one (1) full week of vacation time upon short  
698 notice. Such notice must be given directly to the appropriate Department Head and  
699 can only be taken with the Department Head's approval.

700 G. An employee shall cease to receive additional vacation time until that  
701 employee returns to work from a leave due to reasons of illness or a non-work related  
702 disability.

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ARTICLE XX

705

TOOL ALLOWANCE

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A. Chief Mechanic, Recreation Mechanic, Maintenance Mechanic,  
Carpenter and Mechanic "B" shall each have an established tool allowance account  
providing \$400.00 per calendar year. The tool allowance account shall be drawn upon  
at the discretion of each employee for the replacement of worn and/or missing tools.  
Tools purchased with monies from the tool allowance account shall become the  
property of the respective employee.

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B. All mechanics and other maintenance employees shall be provided with  
the proper tools and equipment to complete the work assigned to them. Effective  
arrangements shall be made to provide these employees access to tools and equipment  
when called in outside of normal working hours.

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ARTICLE XXI

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SALARY

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A. All employees within the bargaining unit shall receive increases in base pay  
as outlined in the following three (3) schedules contained in this Article:

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**Employees hired before January 1, 1994**

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| <u>JOB TITLE</u> | <u>7/1/09</u> | <u>1/1/10</u> | <u>1/1/11</u> |
|------------------|---------------|---------------|---------------|
|------------------|---------------|---------------|---------------|

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|                    |              |              |              |
|--------------------|--------------|--------------|--------------|
| <u>Laborer "B"</u> | <u>26.31</u> | <u>26.31</u> | <u>26.31</u> |
|--------------------|--------------|--------------|--------------|

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|               |              |              |              |
|---------------|--------------|--------------|--------------|
| <u>Driver</u> | <u>28.04</u> | <u>28.04</u> | <u>28.04</u> |
|---------------|--------------|--------------|--------------|

|     |                                  |              |              |              |
|-----|----------------------------------|--------------|--------------|--------------|
| 727 | <u>Equipment Operator</u>        | <u>30.36</u> | <u>30.36</u> | <u>30.36</u> |
| 728 | <u>Sr. Equipment Operator</u>    | <u>31.09</u> | <u>31.09</u> | <u>31.09</u> |
| 729 | <u>Mechanic "C"</u>              | <u>30.26</u> | <u>30.26</u> | <u>30.26</u> |
| 730 | <u>Mechanic "B"</u>              | <u>33.97</u> | <u>33.97</u> | <u>33.97</u> |
| 731 | <u>Chief Mechanic</u>            | <u>37.16</u> | <u>37.16</u> | <u>37.16</u> |
| 732 | <u>Bldg. Maintenance Mech.</u>   | <u>30.36</u> | <u>30.36</u> | <u>30.36</u> |
| 733 | <u>Super. of Custodian Serv.</u> | <u>26.31</u> | <u>26.31</u> | <u>26.31</u> |
| 734 | <u>Recreation Crew Chief</u>     | <u>30.36</u> | <u>30.36</u> | <u>30.36</u> |
| 735 | <u>Recreation Mechanic</u>       | <u>30.36</u> | <u>30.36</u> | <u>30.36</u> |
| 736 | <u>Custodian "A"</u>             | <u>22.71</u> | <u>22.71</u> | <u>22.71</u> |

737           A.     All employees hired after January 1, 1994 shall be placed on the  
738                             following salary guide and shall remain on the new salary guide for the  
739                             duration of their employment with the Township.

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|     |                       |               |               |               |
|-----|-----------------------|---------------|---------------|---------------|
| 741 | <u>JOB TITLE</u>      | <u>7/1/09</u> | <u>1/1/10</u> | <u>1/1/11</u> |
| 742 | <u>Laborer "B"</u>    | <u>20.45</u>  | <u>20.45</u>  | <u>20.45</u>  |
| 743 | <u>Laborer "A"</u>    | <u>22.95</u>  | <u>22.95</u>  | <u>22.95</u>  |
| 744 | <u>Truck Driver</u>   | <u>25.58</u>  | <u>25.58</u>  | <u>25.58</u>  |
| 745 | <u>Mechanic "B"</u>   | <u>32.05</u>  | <u>32.05</u>  | <u>32.05</u>  |
| 746 | <u>Bldg. Mechanic</u> | <u>28.59</u>  | <u>28.59</u>  | <u>28.59</u>  |

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748           C.     New guide for employees hired after adoption of contract. There will be  
749                             three steps with three years service separating each step.

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754 **July 1, 2009 – December 31, 2011**

| 755 | <u>JOB TITLE</u>        | <u>HIRE</u>    | <u>MID</u>     | <u>MAX</u>     |
|-----|-------------------------|----------------|----------------|----------------|
| 756 | Laborer B               | \$18.15        | \$19.30        | \$20.45        |
| 757 | Driver                  | \$23.28        | \$24.43        | \$25.58        |
| 758 | Equipment               | \$26.29        | \$27.44        | \$28.59        |
| 759 | Mechanic C              | \$26.29        | \$27.44        | \$28.59        |
| 760 | Mechanic B              | \$29.76        | \$30.90        | \$32.05        |
| 761 | Chief Mechanic          | \$31.95        | \$33.10        | \$34.24        |
| 762 | Bldg. Maintenance Mech. | \$26.29        | \$27.44        | \$28.59        |
| 763 | Super of Cust. Service  | \$21.56        | \$22.67        | \$23.78        |
| 764 | Custodian A             | \$17.58        | \$18.69        | \$19.80        |
| 765 | Recreation Crew Chief   | \$26.29        | \$27.44        | \$28.59        |
| 766 | Recreation Mechanic     | \$26.29        | \$27.44        | \$28.59        |
| 767 | <u>Laborer A</u>        | <u>\$20.55</u> | <u>\$21.80</u> | <u>\$22.95</u> |

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**ARTICLE XXII**

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**SEPARABILITY**

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If any provision of the Agreement or any application or this Agreement to any  
employee, member or group of employees or members, is held to be invalid by  
operation of law by any court or any other tribunal of competent jurisdiction, then  
such provision and application shall be deemed inoperative; however, all of the  
provisions and applications contained herein shall continue in full force and effect and  
shall not be affected.

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ARTICLE XXIII

ACCRUAL OF BENEFITS

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

DURATION OF AGREEMENT

This Agreement entered on this date shall be in full force and effect retroactively from July 1, 2009 and until its expiration on December 31, 2011. Negotiations for a successor Agreement shall commence no later than April 1, 2011. 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.

**For the Township:**

**For the Union:**

\_\_\_\_\_  
**James T. Phillips, Mayor**

\_\_\_\_\_  
**United Service Workers Union I.U.J.A.T.**

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