

AGREEMENT

between

**TOWNSHIP OF OCEAN
MONMOUTH COUNTY, NEW JERSEY**

and

LOCAL NO. 701

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2028

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	3
I	Recognition	3
II	Management Rights	4
III	Discipline and Discharge	5
IV	Union Business	6
V	Maintenance of Work Operations	7
VI	Dues Check-Off	8
VII	Seniority	9
VIII	Bulletin Boards	10
IX	Non-Discrimination	11
X	Grievance Procedure	12
XI	Wages	15
XII	Longevity	17
XIII	Hours of Work	18
XIV	Overtime	19
XV	Vacation	21
XVI	Holidays and Personal Days	23
XVII	Sick Leave	24
XVIII	Death in the Immediate Family	26
XIX	Injury Leave	27
XX	Jury Duty	29
XXI	Military Leave	30
XXII	Hospitalization	31
XXIII	Pensions	34
XXIV	Work Clothes	35
XXV	Miscellaneous	36
XXVI	Separability and Savings	37
XXVII	Fully Bargained Provisions	38
XXIII	Term and Renewal	39
	Appendix A – Salary Guide	40

PREAMBLE

THIS AGREEMENT made this day of , 2024, between the TOWNSHIP OF OCEAN, MONMOUTH COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, (hereinafter referred to as the "Township"), and LOCAL No. 701 AW INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as "UNION"), represents the complete and final understanding for all bargainable issues between the Township and the Union for the term of this contract.

ARTICLE I

RECOGNITION

SECTION A. The Township of Ocean hereby recognizes Local Union No. 701 IBT pursuant to Public Employment Relations Commission, Docket No. RO-780 as amended by Docket No. RO-80-130 and Docket No. CU-84-50 as the exclusive representative for collective negotiations for all blue collar workers employed in the Department of Public Works, Divisions of Roads, Buildings and Grounds, and Mechanics of the Township of Ocean, comprising the following job classifications:

Roadpersons, Mechanics, Mechanic's Helpers,
and Buildings and Grounds Workers,

but excluding all other Township employees, managerial executives, professional and craft employees, policemen, clerical employees and supervisors within the meaning of the Act.

1986 Contract Revision
1992 Contract Revision
2024 Contract Revision

ARTICLE II

MANAGEMENT RIGHTS

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

1. To exercise the executive management and administrative control of the Township government and its properties and its facilities, and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications for continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause subject to Article XI, Grievance Procedure.

SECTION B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE III

DISCIPLINE AND DISCHARGE

A. The Township retains its rights and responsibilities to discharge, suspend or discipline any employee for just cause.

B. Employees who are discharged or suspended shall be notified in writing of such action and the reason therefore, with a copy of such notification being given to the shop steward and a copy mailed to the local Union office within five (5) working days from the time of discharge.

C. Employees who are discharged shall be paid in full for all wages due them by the Township, including earned vacation pay in accordance with Article XVI, Section C, if any, by the next pay period following the date of discharge, provided all Township uniforms, equipment or other items issued have been returned in satisfactory condition.

D. A discharged, suspended or otherwise disciplined employee may appeal such action by the Township through the Union in accordance with Article XI, Grievance Procedure.

E. The time for the processing of a grievance concerning the subject matter noted in this Article shall commence upon receipt of the notice provided for in Section B above by either the grievant or the Union.

F. Probationary employees shall not have access to the grievance procedure for matters involving discipline or discharge.

1986 Contract Revision
1998 Contract Revision
2024 Contract Revision

ARTICLE IV
UNION BUSINESS

A. No Union member or officer or job steward shall conduct any Union business on Township time except as specified in this Agreement.

B. No Union meetings shall be held on Township time unless specifically authorized by the Township.

C. A representative designated by the Union shall be permitted to visit Union members on Township property for the purpose of discussing Union business, only after prior notice to the Township of the proposed visit is made, and after authorization is given by the Township (which authorization shall not be unreasonably withheld), provided that said visit will not interfere with the conduct of the Township business, or with the duties of any of its employees.

D. Upon request, the shop steward or any one of the assistant stewards shall be granted a reasonable amount of time to process grievances provided there is no interference with the conduct of Township business or with the duties of any of its employees.

1992 Contract Revision
2024 Contract Revision

ARTICLE V

MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity. In the event employees engage in any activity prohibited by this section, the Union shall use its best efforts to terminate such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such activity aforementioned or support any such activity by any other employee or group of employees of the Township, and that the Union will in writing disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. Nothing contained in this Article shall limit the Township in its remedies for the prohibited activities noted herein, in law or in equity. Such remedies shall include actions in law or in equity for breach of contract and other damages in the event that the Union has authorized or failed in writing to disavow such action.

**ARTICLE VI
DUES CHECK-OFF**

A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and the Union, and consistent with applicable law) the Township agrees to deduct from the pay periods of each month, membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly any and all amounts so deducted with a list of changes to the Secretary-Treasurer of the Union. Dues shall be remitted to the Secretary-Treasurer of the Union by the 15th of the following month after such deductions are made.

B. Any changes in monthly dues will be certified in writing by the Secretary-Treasurer of the Union or his/her designee.

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

D. The Union agrees that it will indemnify and save harmless the Township of Ocean against any and all claims, demands, losses or expenses in any matter resulting from action taken by the Township of Ocean at the request of the Union under this Article.

E. The Township will notify the Secretary-Treasurer of the Union, monthly, of the hiring of all employees, their address, birth date, classification, rate of pay, and social security number. The Township will similarly notify the Secretary-Treasurer of the Union of all employees who are terminated from the Township's payroll.

F. With respect to dues deduction, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

1996 Contract Revision
1998 Contract Revision
2019 Contract Revision
2024 Contract Revision

ARTICLE VII

SENIORITY

A. Newly hired employees shall be considered probationary employees for a period of one hundred eighty (180) days from date of hire. During the probationary period, employees may be terminated at any time without any recourse whatsoever. Any continuous service as a full-time, temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.

B. Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment.

C. Seniority is defined for the purposes of this Agreement as the length of continuous service with the Township from the date of last hire.

D. Seniority will be utilized in determining lay-offs and recalls provided the employee has the ability to perform the remaining work. The right of recall shall cease upon the rejection of a bona fide offer of re-employment or the passage of twelve (12) months, whichever occurs first.

E. The Shop Steward in the Department of Public Works will have super-seniority in this Department so long as he/she holds the position of Shop Steward.

1989 Contract Revision
1994 Contract Revision
2024 Contract Revision

ARTICLE VIII
BULLETIN BOARDS

A. One (1) bulletin board shall be made available by the Township at each department location.

B. These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Department Head or his/her representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

C. All bargaining unit promotional opportunities and vacancies shall be posted on the aforementioned bulletin boards. Bargaining unit personnel will be given the opportunity to apply for such promotional opportunities and vacancies, and seniority with the Township will be a relevant factor considered in the filling of such positions.

D. The employer will notify the shop steward and candidates of any promotions for the bargaining unit as soon as such promotions are determined by the Township.

2009 Contract Revision
2024 Contract Revision

ARTICLE IX

NON-DISCRIMINATION

A. There shall be no discrimination, interference, or coercion by the Township of any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE X

GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising under this Agreement, the following procedures shall be utilized. For the purposes of this Agreement, the term "grievance" means any alleged difference between the Township, the Union or any employee with respect to the interpretation, application or violation of any provision of this Agreement.

B. A grievance may be filed by an employee, the Union, group of employees, or the Township.

C. The procedure for settlement of grievances shall be as follows:

1. STEP ONE:

In the event that any employee covered by this Agreement, or the Union, has a grievance, such grievance shall be presented within five (5) working days for informal discussion with the immediate supervisor. Failure to present such grievance within the five (5) day period shall be deemed a waiver of the grievance by the employee and the Union. The supervisor shall decide the grievance and present (orally or in writing) the decision to the grievant within three (3) working days after the grievance is first presented to him/her.

2. STEP TWO:

If no satisfactory resolution of the grievance is reached at STEP ONE, then within three (3) working days of receipt of the STEP ONE response, the grievance shall be presented in writing by the employee or the Union and signed by the shop steward and forwarded to the Director of the Department of Public Works. The Director or his/her designee shall render a decision and present it to the grievant and Union within five (5) working days after the grievance was first presented to him/her.

3. STEP THREE:

If the grievant is not satisfied with the decision at STEP TWO, the Union may appeal the matter in writing within five (5) working days of the receipt of the STEP TWO response to the Township Manager, or his/her designated representative. The presentation shall include all copies of all previous correspondence relating to the matter in dispute. The Township Manager or his/her authorized representative shall give the Union the opportunity to be heard and will give his/her decision in writing within ten (10) working days of receipt of the written grievance.

4. MEDIATION OPTION

(a). In the event the Township of Ocean and Local Union 701 are unable to adjust the grievance, the dispute may be reduced to writing and referred to

the New Jersey State Board of Mediation. This notice must be conducted within thirty (30) days of the final decision by the Township. Either the Township or the Union may reject this referral to Mediation.

(b). The parties may rely on a verbal presentation of evidence and documentation of evidence. The Mediator will render a written advisory recommendation, as soon as possible, but no later than thirty (30) days after the hearing. The recommendation will be based on the evidence presented by both parties.

(c). Both parties may agree that the written recommendation is final and binding. The Mediator shall acknowledge such agreement in his written decision. If the Township and the Union agree that the decision is final and binding, neither the Township nor the Union can request Arbitration. The decision of the Mediator will be in lieu of a final and binding decision of an Arbitrator.

(d). If the Mediator's written recommendation is not final and binding, either party may elect not to accept and implement the recommendations of the Mediator. In the event of refusal to accept the recommendation of the impartial third party, both parties shall agree that the recommendation of the Mediator shall not be admissible in the Arbitration.

(e). The parties also agree that no admissions made at the Mediation shall be admissible in the Arbitration.

(f). If either rejects the Mediator's advisory recommendation, the matter shall be submitted to the New Jersey State Board of Mediation, who shall designate the Arbitrator to hear the dispute and render a final and binding decision.

5. ARBITRATION

(a) If no satisfactory resolution of the grievance is reached at STEP THREE, then within ten (10) working days of receipt of the STEP THREE response, the grievance may be filed by the Union with the New Jersey State Board of Mediation for the selection of an Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator's fees and any State Board administration fees shall be borne equally by the parties.

(b) The Arbitrator shall have no authority to add to or to subtract from the Agreement.

(c) In the event the Township wishes to raise a grievance, it shall do so within five (5) working days of the occurrence of said grievance and shall raise the matter directly with the Union. In the event the matter is not satisfactorily resolved within ten (10) working days, the Township may proceed to

arbitration in accordance with this Article.

D. Any employee covered by this Agreement shall have the right to process his/her own grievance, but not to arbitration. Any employee shall have the right to have a Union representative present at his/her request during the processing of such grievance.

E. The time limits expressed herein shall be strictly enforced. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefore, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

1996 Contract Revision
1998 Contract Revision
2004 Contract Revision
2024 Contract Revision

ARTICLE XI

WAGES

SECTION A. The salary for all steps have been combined into one Salary Schedule with 10 steps. The percent increase in the respective salary schedules shall be as follows:

2024	5.00% (Top Step Only)
2025	3.50%
2026	3.50%
2027	3.50%
2028	3.50%

For year 2024 only the Top Step Employees will receive 5.0% increase to their salary. All employees in Steps will receive an increase to their salary from the new salary schedule. The amount will be the next higher amount on the salary schedule. See Appendix A.

SECTION B. New employees should begin their employment with the Township in Step A of the range of the classification to which they are assigned.

SECTION C. All employees shall be subject to at least an annual review of the work they have performed throughout the year not less than one week before each yearly anniversary of their appointment in accordance with the Performance Evaluation Program. Upon the satisfactory completion of their duties, the employee shall progress to the next step on the salary schedule which is across & down on the schedule of their classification. This process shall continue until the maximum step is achieved.

SECTION D. Upon reaching the maximum step in the assigned salary range, there shall be no more "movement in step", but said employees shall receive the maximum salary for their job classification.

SECTION E. Merit adjustments may be applicable to employees who have reached the maximum step of their salary range. These adjustments shall be apart from the employee's base salary. In accordance with the Performance Evaluation Program, an employee's performance shall be reviewed periodically by the immediate supervisor to determine quality of performance. The employee shall receive the adjustment if s/he receives a rating of "satisfactory", "superior" or "outstanding." These adjustments are subject to an evaluation done during the course of each year. The adjustment may be awarded in successive years but is not awarded automatically, and is not the basis for any subsequent adjustment. Each year is an individual time period, and in order to qualify for the adjustment, an employee's work must be judged as satisfactory or better during the preceding yearly period.

SECTION F. The following shall serve as the annual merit adjustment range:

QUALITY OF SERVICE

Satisfactory
\$500

Superior
\$750

Outstanding
\$1,000

SECTION G. Work Outside Classification

1. Employees will be expected to perform work outside their classification, and work performed in a higher classification will serve as a basis for evaluation for promotion.

2. Whenever an employee works in a higher classification for more than 20 work hours over the course of any ten (10) consecutive work days, the employee will begin to receive pay at that higher classification pay rate until such time that s/he is returned to his/her regular duties. Employees shall serve an eighty (80) hour training period before becoming eligible for provisions of this article. This provision shall become effective upon the signing of this contract. Senior qualified employees shall be provided with the first opportunity for work in a higher classification for assignments that are anticipated to extend beyond 40 hours in a 10 consecutive work day period.

SECTION H. STIPENDS

Effective October 1, 2019, the Township will pay following stipends bi-weekly:

- | | | |
|----|------------------|---------|
| 1. | 1 Electrician | \$5,000 |
| 2. | 1 Master Plumber | \$5,000 |
| 3. | 1 Pesticide | \$5,000 |
| 4. | 4 Mechanics | \$5,000 |

NO Stipends on Level III position on salary schedule.

1996 Contract Revision
1998 Contract Revision
2001 Contract Revision
2004 Contract Revision
2009 Contract Revision
2014 Contract Revision
2019 Contract Revision
2024 Contract Revision

ARTICLE XII

LONGEVITY

- A. Longevity increments are based upon years of continuous service and satisfactory performance to be determined in accordance with the following schedule:

Years of continuous satisfactory full-time employment <u>commencing with:</u>	Annual longevity Increment: <u>2024-28</u>
Beginning 9th year through 11 years	\$1,000.00
Beginning 12th year through 15 years	\$1,250.00
Beginning 16th year through 20 years	\$1,525.00
Beginning 21st year and over	\$1,900.00

- B. For the purpose of determining longevity an employee covered by this Agreement shall qualify for the longevity increment during the next regular pay period following said employee's date of the anniversary of employment. Such pro-rated increment shall be paid at that time and thereafter. It is understood and agreed that the term "anniversary date of employment" refers to the beginning date of the employee's present full-time employment with the Township.

1986 Contract Revision
1992 Contract Revision
1994 Contract Revision
1998 Contract Revision
2001 Contract Revision
2004 Contract Revision
2009 Contract Revision
2024 Contract Revision

ARTICLE XIII

HOURS OF WORK

A. The standard weekly work schedule shall consist of five (5) daily tours of eight (8) hours each, and shall be arranged by the Township. Generally, the normal work week for most employees will be from Monday through Friday, although certain employees such as the Division of Buildings and Grounds, may be scheduled to work on Saturday, and/or Sunday as part of their regular work week. Furthermore, the Township may schedule other work weeks provided that a reasonable amount of notice is given to the employee or employees involved.

B. Lunch Periods:

Lunch period shall consist of thirty (30) minutes, for which the employee shall not be paid, between the fourth (4th) and sixth (6th) hours of employment.

Employees may voluntarily forfeit their lunch period upon the request of the Township and leave 30 minutes prior to the end of the day's tour.

C. Employees covered by this Agreement shall continue to receive one (1) fifteen (15) minute coffee break in the morning. Such fifteen (15) minute breaks shall not be abused.

1989 Contract Revision
1996 Contract Revision
2019 Contract Revision
2024 Contract Revision

ARTICLE XIV

OVERTIME

A. General

1. It is recognized that the needs of the Township may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.

2. The Township of Ocean in accordance with any applicable laws shall establish the amount of overtime and the schedule for working such overtime. Employees shall work overtime unless excused by the Township.

3. The opportunity to work regular overtime will be awarded by seniority with the most senior employee accepting or passing on the overtime and so on down the list. Wherever practicable and possible, employees will be given a reasonable amount of notice when overtime required.

4. Employees shall be entitled to a thirty minute meal break between the 3rd and 5th hours for overtime work extending beyond the normal work day and between the 4th and 6th hours for call-outs independent from the normal work day. Employee must make request for a break time and said request must be granted by the supervisor.

B. Overtime Pay for Employees

1. Pay at time and one-half shall apply to authorized time worked in excess of forty (40) hours in the standard weekly work schedule or after eight (8) hours per day, but not both.

2. Time within the employee's standard weekly work schedule for which s/he receives pay from the Township for approved absence shall be credited to time worked when computing forty (40) hours at straight hourly pay.

3. An employee who is called back for overtime shall be paid as of the time of the telephone call or visitation so long as the employee arrives at the designated job site not later than thirty (30) minutes following said call. An employee arriving thirty-one (31) minutes or more following said call shall be paid starting at his/her arrival at the job site.

4. All hours worked on a Sunday shall be paid at the rate of Double (2X) the employee straight time hourly rate of pay beginning Sunday at 12:00am through 11:59pm.

5. Employees who are required to work on any of the aforementioned holidays shall be paid straight time for the holiday as such, plus Double time (2X) the employee straight time hourly rate of pay from 12:00am to 11:59pm on the holiday date.

C. Emergency

1. Work assignment during designated emergency. Whenever an emergency because of Acts-of-God, weather, floods, fire, natural or man-made disasters, etc., is declared by the President, the Governor of New Jersey, the Monmouth County Freeholders or the Township Mayor, Manager, Emergency Management Coordinator, Director of Public works or his/her designee; all Public Works employees must accept all regular and overtime work assignments during that emergency. Failure to accept the work assignment, or to be reasonably available for assignment, will result in disciplinary actions.

2. All employees covered by this Agreement who are called in for initial snow plowing operations outside the regularly scheduled work day shall be compensated at the rate of time-and-one-half the regular straight time hourly pay rate until the commencement of the employee's regular working hours which shall be paid for at straight time.

3. For plowing, sanding and salting operations (snow and ice control operations) the overtime rate of pay will continue for employees involved in the operation including mechanics into the regular work day for as long as the employees continue to be involved in the snow and ice control operation providing the overtime call-out was at least six (6) hours prior to the start of the regular shift.

4. Employees shall be entitled to a thirty minute meal break between the 3rd and 5th hours for overtime work extending beyond the normal work day and between the 4th and 6th hours for call-outs independent from the normal work day. Employee must make request for a break time and said request must be granted by the supervisor.

D. In regard to Divisions of Roads, Buildings and Grounds and Mechanics personnel, there shall be a \$20.00 meal allowance provided for each eight (8) hours of overtime worked straight through.

E. In the event an employee is called back into service and said call-back is not contiguous in time with the scheduled work day, said employee shall receive a minimum of two (2) hours pay. Should the time spent in service exceed the minimum two (2) hours, the employee shall be paid for actual time worked as approved by employee's supervisor.

F. Overtime shall be distributed among all permanent employees in accordance with the procedures outlined in Appendix B.

1986 Contract Revision
1989 Contract Revision
1994 Contract Revision
1998 Contract Revision
2001 Contract Revision
2004 Contract Revision
2019 Contract Revision
2024 Contract Revision

ARTICLE XV

VACATION

A. Full-time employees hired prior to January 1, 2012 shall be granted leave with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Working Days Per Year</u>
After 1 year and through 5 years service:	Ten (10) days
After 5 years and through 10 years service:	Fifteen (15) days
After 10 years and through 15 years service:	Eighteen (18) days
After 15 years and through 20 years service:	Twenty-one (21) days
After 20 years and through 25 years service:	Twenty-four (24) days
After 25 years of service:	Twenty-six (26) days

B. Employees hired after December 31, 2011 shall be granted leave with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Working Days Per Year</u>
After 1 year and through 5 years service:	Eight (8) days
After 5 years and through 10 years service:	Twelve (12) days
After 10 years and through 15 years service:	Fifteen (15) days
After 15 years and through 25 years service:	Eighteen (18) days
After 25 years of service:	Twenty (20) days

C. 1. Vacation allowance must be taken during the current anniversary year at such time as permitted by the Department Head or his designee.

2. Vacation leave may be carried forward into the next succeeding year only if the employee notifies the Department Head at least ninety (90) days prior to the end of the current anniversary year and if the Department Head determines the individual cannot take vacation leave during the anniversary year because of pressure of work.

3. Employees shall provide not less than two (2) weeks' written notice to the Director or his/her designee when requesting more than two (2) days of vacation leave, and the Director or his/her designee is to respond in writing within three business days. For requests of two (2) days or less, Article XVII, Section F shall apply and the employer shall respond to this request in writing within one business day.

4. The Director may waive these requirements in cases of extreme emergency.

D. An employee who is retiring or who otherwise separates in good standing, having completed not less than nine (9) years of service shall be entitled to the vacation allowance for the current year on a pro-rated basis and any vacation leave which may have been carried over from the preceding year in accordance with paragraph B above. An employee not satisfying the criteria of this section shall be denied only pro-rated vacation leave. Vacation leave accumulated during past year(s) will not be withheld under any circumstances.

E. When a permanent employee dies, having to his/her credit any annual vacation leave, there shall be paid to his estate a sum equal to said vacation leave.

F. Senior employees shall be given preference in the selection of vacation periods providing the needs of the Township are met subject to the first preference being provided for the observance of religious holidays as provided for under XI.E. of this contract. Once junior employees have scheduled vacation, senior employees will not be permitted to bump them.

1986 Contract Revision
1992 Contract Revision
1996 Contract Revision
1998 Contract Revision
2009 Contract Revision
2024 Contract Revision

ARTICLE XVI

HOLIDAYS AND PERSONAL DAYS

A. The following days are designated as paid holidays by the Township:

New Year's Day	Indigenous People Day
Martin Luther King's Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth (3 rd Friday)	1/2 day Christmas Eve and
Independence Day	1/2 day New Year's Eve when
Labor Day	a weekday

B. When a holiday falls on a Sunday, it shall be observed on the following Monday. In the event a holiday falls on a Saturday, it shall be observed on the previous Friday. If an official holiday occurs when an employee is on sick leave or vacation, s/he shall not have that holiday charged against his/her sick leave or vacation.

C. Employees who are required to work on any of the aforementioned holidays shall be paid straight time pay for the holiday as such, plus time and one-half (1½) for all time worked.

D. In addition to the holidays noted in Section A above, employees covered by this Agreement will be entitled to the provisions of this Article for those holidays which are proclaimed by the Mayor and Council for all Township employees.

E. Employees who observe religious holidays not listed above and who request one or more such days off as vacation or personal days shall have their request(s) granted providing the request(s) are made by October 1 of the preceding year.

F. Each employee covered under this Agreement shall be entitled to three (3) personal days per year that must be taken during the calendar year in which said personal days were granted.

The employee shall notify the Director of Public Works or his/her designee at least forty-eight (48) hours prior to taking the personal day except in cases of extreme emergency.

1986 Contract Revision
1992 Contract Revision
1998 Contract Revision
2001 Contract Revision
2024 Contract Revision

ARTICLE XVII

SICK LEAVE

A. Sick leave is defined any absence from duty for treatment, care or recovery of an employee and/or family member's mental or physical condition. A family member is defined as a child, sibling, parent, grandchild, grandparent, spouse, domestic partner, civil union partner of employee or an employee's spouse/domestic partner/civil union partner's child, parent, grandparent sibling. Additionally, any other individual related by blood to the employee or any individual whose close association with the employee is the equivalent of family. Up to forty (40) hours of accumulated sick leave may be used annually for a family member's mental or physical condition. Additional acceptable uses of sick leave are: Employee's or family member's need as a result of being a victim of domestic or sexual violence, the Township closes due to a public health emergency, your child's school or child care provider closes due to a public health emergency, your need to attend a school-related conference, meeting or event regarding their education or health.

B. Permanent, full-time employees shall be granted sick leave as hereinbefore defined, with pay, to which each is eligible as follows:

1. Employees hired prior to January 1, 2012 shall be eligible for sick leave in the following amounts: During the first five (5) years of employment, one-half (1/2) working day for each full month of service completed. Thereafter, one and one-quarter (1 1/4) days for each full month of service completed.

2. Employees hired after December 31, 2011 shall be eligible for sick leave in the following amounts: During the first five (5) years of employment, one-half (1/2) working day for each full month of service completed. Thereafter, three-quarter (3/4) days for each full month of service completed.

3. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed.

C. The Department Head, Township Manager or designee may require a certificate from a licensed physician as proof of illness.

D. An employee must promptly notify his/her Department Head or the Department Head's designee of intended absence from work. Notification shall be made before the employee's usual starting time. Failure to notify his/her Department Head or the Department Head's designee may be cause for denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.

E. There shall be no vacation or sick leave earned once a sick leave absence extends beyond 45 days.

F. Absence without notice for three (3) consecutive days shall constitute a resignation. Extenuating circumstances shall, in the discretion of the Township, be handled on an individual basis upon presentation by the employee involved in the circumstances.

G. Sick Leave Payment - An employee who retires in accordance with service retirement provisions pursuant to the statutes of the State of New Jersey shall be eligible to receive a payment for 55% of up to 100 of his/her accumulated sick days (a maximum of 55 days pay for retirees with 100 or more days of accumulated sick days). In order to receive this payment an employee must notify the Department of Administration of his/her intended retirement not later than 1 November of the year preceding the year in which retirement is to be taken. Employees eligible for this benefit may elect to defer all or a portion of this payment to one or more subsequent years. For employees hired after 12/31/2013, payment at retirement for accumulated sick leave benefits is capped at \$15,000 in accordance to New Jersey Statute Title 40A:9-10.4.

H. An employee while on Sick Leave may not engage in any outside employment.

1982 Contract Revision
1989 Contract Revision
1996 Contract Revision
1998 Contract Revision
2001 Contract Revision
2004 Contract Revision
2009 Contract Revision
2024 Contract Revision

ARTICLE XVIII

DEATH IN THE IMMEDIATE FAMILY

A. A permanent employee shall be granted time off with pay not to exceed five (5) days but not to extend beyond the day after the funeral in the event of a death in his/her immediate family.

B. Immediately family in this instance shall include the employee's father, mother, spouse, children, brothers, and sisters.

C. In the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, the employee shall be granted time off without loss of pay for three (3) days, but not to extend beyond the date of the funeral.

D. In the event of the death of an aunt or uncle of an employee or his/her spouse, or the grandparents of a spouse, the employee shall be granted the day off to attend the funeral without loss of pay.

E. All paid bereavement leave is to be used for the express purpose of making funeral arrangements and/or attending the funeral. The Township may require reasonable proof of such death. Under extenuating circumstances, the Township Manager may extend the bereavement leave of an employee or grant bereavement leave for the death of individuals not specifically listed above.

1989 Contract Revision
1996 Contract Revision
1998 Contract Revision
2001 Contract Revision
2009 Contract Revision
2024 Contract Revision

ARTICLE XIX

INJURY LEAVE

A. Whenever an employee covered under this Agreement is incapacitated from duty because of physical injury sustained in the performance of his/her duty, s/he shall receive payment through the Township of Ocean's carrier for worker's compensation insurance. For employees hired prior to August 18, 2005, should this insurance payment be less than the employee's net weekly payroll check for base salary and longevity (excluding overtime), a payroll check for the difference shall be processed. For employees hired August 18, 2005 or after, the benefit shall be equal to that which is afforded statutorily to all employees in the State of New Jersey as may be amended and modified from time to time. During any such absence of those hired August 18, 2005 or after, the Township shall continue to make contributions to the pension fund on behalf of the employee and the employer for up to one year. However, any permanent or partial permanent award made to said employee by a Worker's Compensation Court or any other court of competent jurisdiction, shall be and remain the property of said employee and shall not be reimbursed to the employer.

B. An employee shall, as soon as practicable, after a physical injury has occurred, file a worker's compensation petition, and failure to do so shall subject the employee to disciplinary action.

C. The provisions herein recited in the event of a physical injury to an employee shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted or is unable by reason of certification by a Township physician to perform such duties as shall be directed by the Director of Public Works, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.

D. An employee while on Injury Leave may not engage in any outside employment.

E. In the event an employee returns to work following a sustained physical injury as described in paragraph A above in eight (8) working days or less following said injury, the time spent convalescing shall be recorded as injury leave.

F. Before an employee may return to work, an employee must submit a certificate from a physician authorizing said return.

G. Employees who return to work but are still under medical care shall make their best effort to schedule physician and therapist appointments outside the workday.

H. When modified, restricted, or light duty is permitted by a worker's compensation doctor and when the employer determines that such work is available, the employee may be assigned to work consistent with the provisions of Article XIV, Section A. The Township shall make all reasonable efforts to place employees who are

in an injury leave status into a modified duty assignment for a reasonable period of time within the limitations imposed by the treating physician. The duration of the modified duty cannot extend beyond the time an employee has been ruled to have reached maximum medical improvement. Said modified duty shall be limited to work associated with the bargaining unit with the exception of directing residents at the recycling center.

1981 Contract Revision
1998 Contract Revision
2001 Contract Revision
2004 Contract Revision
2014 Contract Revision
2024 Contract Revision

ARTICLE XX

JURY DUTY

A. A permanent employee who is subpoenaed as a witness in a criminal case involving him/her in his/her capacity as a Township employee, or an employee who is called and serves on a jury, shall be granted leave of absence with pay for that period of time in which he/she is officially involved with the Court in such capacity. Any payment other than for expense reimbursement shall be turned over to the Department of Administration.

ARTICLE XXI
MILITARY LEAVE

A. All employees covered by this Agreement shall receive military leave in accordance with applicable United States and New Jersey statutes.

ARTICLE XXII
HOSPITALIZATION

Active Employees

A. After two (2) full calendar months of service with the Township, employees and their eligible dependents may be covered by Major Medical, Dental and Life Insurance under the following conditions:

1. Dental insurance premiums for dependent coverage will be paid by the Township up to a maximum of the rates in effect through March 31, 1986. Any increase in this rate will be paid by the insured employee.
2. Premiums for Health Insurance
 - a. Effective October 1, 2019, employees hired after January 1, 2012 shall be eligible for family coverage.
 - b. All employees, regardless of hire date, shall pay for health insurance premiums based on one of the following calculations, whichever is greater:
 - (i) All Local 701 employees shall have as their base level of coverage the State Health Benefits Program's NJ Direct 2035 plan (or equivalent) or pay the difference between the plan selected and the State Health Benefits Program's NJ Direct 2035 plan.

Additionally, all Local 701 members will be required to pay the premium contributions required by Chapter 78, P.L. 2011 or its successor, provided however, that premium contributions will not be less than those required by the Year 4 charts contained in Chapter 78, P.L. 2011.

- (ii) In the event an employee's health insurance premium becomes subject to the costs (Cadillac Tax) established for unusually expensive health insurance plans under the Patient Protection and Affordable Care Act, the employee will be required to pay the same percentage of this cost as required by their Chapter 78, P.L. 2011 contribution.

B. The Township reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

Retired Employees

A. A retiree health benefit for persons retiring after July 1, 2005 shall be

provided by the employer for those individuals who meet one of the following eligibility requirements:

1. Option A (all of the following must be applicable):
 - Employee at time of retirement must be at least 55 years old
 - Employee at time of retirement must have at least 25 years of pensionable service in the New Jersey Public Employment Retirement System
 - Employee at time of retirement must have at least 20 years of pensionable service with the Township of Ocean
 - Employee at time of retirement must elect a retirement option other than a Deferred Retirement
 - Employee at time of retirement must not be receiving or eligible to receive health benefits through his/her spouse's employment or retirement plan

2. Option B (all of the following must be applicable):
 - Employee at time of retirement must be at least 62 years old
 - Employee at time of retirement must have at least 15 years of pensionable service in the New Jersey Public Employment Retirement System
 - Employee at time of retirement must have at least 15 years of pensionable service with the Township of Ocean
 - Employee at time of retirement must elect a retirement option other than a Deferred Retirement
 - Employee at time of retirement must not be receiving or eligible to receive health benefits through his/her spouse's employment or retirement plan

B. Retirees meeting the above eligibility requirements will receive the following individual benefits:

1. Between the time of retirement and the date the retiree reaches the age of 65, the employer will make direct deposits into a Health Savings Plan that the retiree will have to establish prior to retirement. The amount of that deposit will equal 80% of the least cost health plan offered through the New Jersey State Health Benefit Program for a single individual.
2. Between the date the retiree reaches the age of 65 and the retiree's death, the employer will make direct deposits into a Health Savings Plan that the retiree will have to establish prior to retirement. The amount of that deposit will equal 100% of the cost of the Medicare Part B premium.

C. Retirees meeting the above eligibility requirements will receive dependent health benefits subject to all of the following:

1. Dependent health coverage shall be limited to spouses with whom the retiree is legally married and shall not extend beyond

the date of a divorce or the date of the retiree's death.

2. The eligibility of the spouse to commence and/or continue receiving a health benefit during the time of the employee's retirement is contingent upon the spouse not having or not being eligible for a present or former employer's health insurance plan.
3. In lieu of the retiree benefit outlined above in Article XXIII.B.1., a married retiree meeting the above two conditions who is between age 55 and age 65 will be eligible to receive an enhanced benefit. The employer will make direct deposits into a Health Savings Plan of the retiree in the amount of 80% of the least cost health plan offered through the New Jersey State Health Benefit Program for retiree and spousal coverage.
4. In lieu of the retiree benefit outlined above in Article XXIII.B.2., a married retiree meeting the above two conditions who is age 65 or older will be eligible to receive an enhanced benefit. The employer will make direct deposit into a Health Savings Plan of the retiree in the amount of a sum equal to two times the 100% of the cost of the Medicare Part B premium. If the spouse is more than five years younger than the retiree, the enhanced benefit will cease five years after the retiree reaches the age of 65 and will not commence again until the spouse reaches the age of 65.
5. If the spouse has either single or married coverage at the time of the employee's retirement but later loses that coverage, the above level of benefits will become effective at the time of the loss of the spouse's health insurance coverage.
6. The employer will permit the spouse at his/her own expense to continue at the group rate providing the Township's health plan provider allows for surviving spouse coverage.

D. Retirees shall have the option of electing any plan under the NJ SHBP, any private plan, any plan provided by a State or Federal government, or any other program that may be in effect at the time of retirement or thereafter. The Township's participation shall be limited to the financial contribution defined above. Any change in State or Federal law shall take precedence over the language of this agreement.

1989 Contract Revision
1998 Contract Revision
2001 Contract Revision
2004 Contract Revision
2009 Contract Revision
2014 Contract Revision
2019 Contract Revision
2024 Contract Revision

ARTICLE XXIII

PENSIONS

A. In accordance with New Jersey statutes and Township ordinances, the present pension plan will be continued for the life of this Agreement.

ARTICLE XXIV
WORK CLOTHES

A. Employees covered by this Agreement will be provided with the following work clothes:

1. five (5) sets of uniforms
2. work gloves as may be required

B. The aforementioned work clothes will be issued by the Township and replaced as worn out, provided the employee shall turn in the worn out items for replacement.

C. Rain gear will be furnished to employees as required by the Township.

D. Five (5) pair of overalls will be provided to all mechanics.

E. The Township will pay each employee \$300 per year to purchase safety shoes or boots which are to be worn whenever reporting to work. Payment is one time on or about December 1st.

F. All employees shall be required to wear the issued uniforms at all times. Employees may request relief from this requirement, but if such a request is approved, the right to receive Township-issued uniforms will be forfeited.

1989 Contract Revision
1992 Contract Revision
1994 Contract Revision
1996 Contract Revision
1998 Contract Revision
2001 Contract Revision
2014 Contract Revision
2019 Contract Revision
2024 Contract Revision

ARTICLE XXV

MISCELLANEOUS

A. An employee may, for just cause, be required to undergo an annual physical examination which, if required by the Township, shall be paid for by the Township. The employee will be examined by the Township Physician at the expense of the Township. If such examination is conducted during the employee's normal working hours, the employee shall suffer no loss in regular straight time pay.

B. The Township shall provide locker facilities on a one-to-one basis for employees.

C. The Township agrees to promptly post all job regulation changes and openings on the Public Works Bulletin Board.

D. Individuals who are employed by the Township on the date of the signing of this Agreement shall not be required as a condition of employment to live within the Township.

E. All training mandated by the Township will take place during regular working hours or, if scheduled outside the working schedule, the employee will be granted compensatory time off. When a training opportunity is made available, the opportunity to be trained shall be first offered on the basis of seniority among those employees, by Division, who have never had an opportunity to avail themselves of that type of training. This provision shall not apply to Federal or State mandated training nor shall it apply to training for a task associated with a title other than the employee's title or one title higher.

F. If any other bargaining units within the Township of Ocean are granted State disability leave, the parties agree to re-open this contract to negotiate with respect to this issue only.

1982 Contract Revision
2001 Contract Revision
2004 Contract Revision
2024 Contract Revision

ARTICLE XXVI

SEPARABILITY AND SAVINGS

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

ARTICLE XXVII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, executed by both parties.

ARTICLE XXVIII

TERM AND RENEWAL

A. This contract shall be in full force and effect as of January 1, 2024, and shall remain in effect through December 31, 2028, without a reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives, in writing, at least thirty (30) days prior to the expiration date of this Agreement notice of a desire to change, modify or terminate this Agreement.

B. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.


C. Notices sent by the Union shall be served on the Township Clerk. Notices sent by the Township shall be served on the President of the Union or his designated representative.

LOCAL NO. 701, I.B.T.

TOWNSHIP OF OCEAN

By 
RON LAKE, PRESIDENT
Local No. 701

By 
JOHN P. NAPOLITANI, SR., MAYOR

Attest: 
SHOP STEWARD
Local No. 701


JESSIE JOSEPH
TOWNSHIP CLERK

Date: 03/05/2024

Date: 02-22-2024

Appendix A – Salary Guide

ROADS III, MECHANIC III, BUILDINGS & GROUNDS III

STEP	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
1	45,000	46,350	47,741	49,173	50,648
2	48,000	49,440	50,923	52,451	54,024
3	50,500	52,015	53,575	55,183	56,838
4	53,000	54,590	56,228	57,915	59,652
5	55,500	57,165	58,880	60,646	62,466
6	58,000	59,740	61,532	63,378	65,280
7	60,500	62,315	64,184	66,110	68,093
8	63,000	64,890	66,837	68,842	70,907
9	65,500	67,465	69,489	71,574	73,721
10	68,000	70,380	72,843	75,393	78,032

ROADS II, MECHANIC II, BUILDINGS & GROUNDS II

STEP	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
1	50,000	51,500	53,045	54,636	56,275
2	52,500	54,075	55,697	57,368	59,089
3	55,000	56,650	58,350	60,100	61,903
4	57,500	59,225	61,002	62,832	64,717
5	60,000	61,800	63,654	65,564	67,531
6	62,500	64,375	66,306	68,295	70,344
7	65,000	66,950	68,959	71,027	73,158
8	67,500	69,525	71,611	73,759	75,972
9	70,000	72,100	74,263	76,491	78,786
10	73,999	76,589	79,270	82,044	84,916

ROADS I, MECHANIC I, BUILDINGS & GROUNDS I

STEP	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
1	53,000	54,590	56,228	57,915	59,652
2	55,500	57,165	58,880	60,646	62,466
3	58,000	59,740	61,532	63,378	65,280
4	60,500	62,315	64,184	66,110	68,093
5	63,000	64,890	66,837	68,842	70,907
6	65,500	67,465	69,489	71,574	73,721
7	68,000	70,040	72,141	74,305	76,535
8	70,500	72,615	74,793	77,037	79,348
9	74,000	76,220	78,507	80,862	83,288
10	78,127	80,861	83,692	86,621	89,653