

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

TEAMSTERS LOCAL UNION NO. 469

Affiliated with the International Brotherhood of Teamsters

Public Works Security Guards

January 1, 2014 through June 30, 2017

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PREAMBLE

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the TOWNSHIP OF WOODBRIDGE, a Municipal Corporation of the State of New Jersey (hereinafter known and designated as the "Employer"), and Teamsters Local Union No. 469, affiliated with the International Brotherhood of Teamsters, Security Guards (hereinafter known and designated as the "Union")

WITNESSETH

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Security Guards Department, who are members of the Union, and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and to protect the rights of the public in the Township of Woodbridge.

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 - RECOGNITION

Section 1: In accordance with the PERC Certification of Representation Docket # RO-2011-026 the Employer hereby recognizes the Union as the representative of all regularly employed part-time Security Guards employed by the Township of Woodbridge who perform security services at the Woodbridge Township Public Works Facility who have elected to be represented by the Union for the purpose of presenting and making known to the Director of Public Works or his designee their grievances and proposals. Excluded are Managerial executives, confidential employees, police, supervisors within the meaning of the Act, craft employees, professional employees, casual employees and all employees of the Township of

Woodbridge represented by other labor organizations including maintenance workers and maintenance repair workers and all other employees of the Township of Woodbridge.

Section 2: It is further provided that any bargaining unit employee shall have the right at any time to present his own grievance or proposal and to have a Union representative present, at the employee's request.

Section 3: The Employer agrees to deduct the initiation fee, and/or dues from the wages of each member of the Union and to forthwith remit the same to the Union office.

Section 4: The Union agrees to file a dues deduction authorization form with the Employer for each employee, prior to such deductions.

Section 5: The parties hereby acknowledge the passage of Assembly Bill No. 688, now known as P.L. 1979, Chapter 477, an Act which amends and supplements the "New Jersey Employer-Employee Relations Act" which has established an agency shop in the public sector. Said Act authorized a representation fee in lieu of dues from non-members of the unit to be applied toward non-member services and benefits as a result of union representation.

It is AGREED between the parties that by payroll deduction Local 469 will be forwarded eighty-five (85%) percent of the regular membership dues, fees, initiation fee and assessment now assessed to the members from the non-members as authorized by the Act.

The Union and the Employer acknowledge that they will comply with the terms and provisions of the Act in its entirety.

The Union hereby acknowledges that the amount of the representation fee and its intended use is subject to Section 2C of the Act.

The Union further acknowledges and states that any employee who pays the representation fee in lieu of dues shall have direct access to the Union Business Agent. If and when any

questions arise as to the actual use by the Union of the representative fee, said employee has the right to obtain a review of the representation fee and if, in fact, any part of the representation fee is used for purposes prohibited by this Act, the Union will return a pro rata share of the representation fee to said employee.

If, after a review is made as aforementioned and the employee is unsatisfied with the results thereof, said employee has the right to appeal to a Board appointed by the Governor to hear such appeals as set forth in Section 3 of the Act.

The Employer and the Union further acknowledge that this Article is subject to any rules and regulations promulgated by the Commission to affect the purposes of this Act.

ARTICLE 2 - HOURS OF WORK / SCHEDULING

The administration shall have the right to establish shifts for guards for a total regularly scheduled work week of up to twenty-four (24) hours. Security Guards will select their work schedule under the rules of seniority provided they are deemed qualified in the sole discretion of the Director of Public Works or his designee.

The minimum and maximum hours for part-time employees may only be changed in cases of emergency as determined by the Director of Public Works or his designee.

All employees shall be scheduled for a regular work shift with a regular starting and ending time. A maximum of eight consecutive hours within a 24 hour period of work may constitute a regularly scheduled work shift. References to consecutive hours of work in this Article shall be generally construed to include lunch periods.

Work schedules showing the employee's shifts, work days and hours shall be posted in the shape up room within the Roads Department.

Each employee is to sign time-in and time-out at the designated time log in the designated area at the particular work site.

The regular work day shall be established totaling a maximum of 8 hours, except in emergency situations, in which case the regular work day may be changed at the sole discretion of the Director of Public Works or his designee. Whenever possible, the Director of Public Works or his designee will provide twenty-four (24) hours' notice.

Employees shall be paid for all hours performed outside of their regular scheduled shift at their regular straight time rate for the amount of time actually worked. Employees called in for work outside of their regular schedule will be guaranteed a minimum of four hours of work time.

No employee shall work more than 29.5 hours in any week without the express, explicit approval of the Director of the Department of Public Works or his designee.

Overtime Rates

Employees shall be paid at one and one-half (1-1/2) times their regular rate of pay for all work performed in excess of eight (8) hours in any work day.

ARTICLE 3 - HOLIDAYS

The following shall be paid holidays:

Labor Day

Thanksgiving Day

Christmas Day

The above holidays shall be paid only to employees scheduled to work on one of these holidays. Employees that work shall be paid at one and one-half (1 ½) times, in addition to the holiday pay.

ARTICLE 4 - SENIORITY AND PERMANENT EMPLOYMENT SECURITY

Section 1: Newly hired employees shall be considered probationary for a period of ninety (90) days from the date of hiring. An employee may be discharged at any time during their probationary period without recourse whatsoever.

Section 2: Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment. Seniority shall prevail at all times.

Section 3: For purposes of layoff, displacement and recall rights the Township shall abide by the statutes and regulations governing the New Jersey Civil Service Commission.

Section 4: An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

Section 5: Notice of all job vacancies shall be posted on bulletin boards in the shape up room within the Roads Department.

ARTICLE 5 - BULLETIN BOARDS

Bulletin boards will be made available to the Union by the Employer in the shape up room within the Roads Department for the purpose of posting Union notices relating to meetings, dues, health and safety, and general Union information.

ARTICLE 6 - GRIEVANCE MACHINERY

Section 1: It is hereby agreed that the Employer has the right to discharge employees for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefor at the time of such action.

Section 2: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement. Discipline shall not be grieved under this Article, but must be appealed pursuant to the New Jersey Civil Service Laws and Rules as set forth in Section 5 below.

Section 3: Any aggrieved employee shall present his grievance within five (5) working days of its occurrence, or such grievance will be deemed waived by the Union and the employee.

Section 4: In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1: The employees and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Immediate Supervisor. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the Steward shall sign a written complaint and forward the grievance to the next step in the procedure. The Shop Steward shall be permitted reasonable time during working hours to process complaints, at no loss of pay.

Step 2: The Steward will discuss the grievance with the Division Head. In the event that the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 3: The Stewards and the Union will discuss the grievance with the Director of the Department of Public Works. The parties shall meet within seven (7) days of the receipt by the Director of the written grievance, and shall promptly convene to consider the grievance. The Director may hold hearings, and gather any information necessary for a decision.

Notwithstanding any other provision of this step, a decision must be announced within seven (7) days of the time the hearing closes. The Director's failure to render a decision within the time prescribed shall constitute a denial of the grievance at this Step. If the grievance is not resolved by the Director, then the Union may forward the matter to the next step in the procedure.

Step 4: If the foregoing steps do not effectuate settlement of the grievance, either party may refer the dispute to the Business Administrator of the Township of Woodbridge, who may convene a hearing within seven (7) days of the receipt by him of the decision of the Director of Public Works. The Business Administrator may hold hearings and gather any information necessary for a decision. The Business Administrator must announce his decision in writing within fifteen (15) days of the close of hearings. Failure to constitute a hearing shall be deemed a denial of the grievance.

Step 5:

- A. If the grievance is still unsettled, the Union Business Agent or Designees, within fifteen (15) working days after the reply of the Business Administrator is due, by written notice to the Business Administrator, may request arbitration.

- B. The arbitration proceeding shall be conducted by an Arbitrator selected by the Employer and the Union in accordance with the procedure of the Public Employment Relations Commission.
- C. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Thereafter, the employees shall have no further right of administrative appeal.
- D. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of facts presented to him involved in the grievance. The Arbitrator shall further be bound by the laws of the State of New Jersey and of the United States. The Arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the Arbitrator shall indicate findings of fact and the reasons for making his decision.
- E. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. The Business Administrator or designee (on behalf of the Township) or the Business Agent (on behalf of the Union) may request a verbatim record of the proceedings by causing such a record to be made by a certified court reporter, provided the requesting party pays for the reporter's fees and makes copies available without charge to the other party and the Arbitrator.

Section 5: Major Discipline.

- A. The Employer shall not discharge or suspend any employee in excess of five (5) working days, except for probationary employees, without just cause. In all cases involving the discharge or suspension of an employee in excess of five (5) working days, the Employer shall immediately notify the employee in writing of his discharge or suspension and the reason therefor. The employee may request a departmental hearing within five (5) days of his or her receipt of the Preliminary Notice of Disciplinary Action. At any such disciplinary hearing, the employee may be represented by the steward, the local Business Agent, or designee, and a council representative. If no departmental hearing is requested within five (5) days, the departmental hearing shall be considered to have been waived and the Employer may issue a Final Notice of Disciplinary Action.
- B. An employee discharged or suspended in excess of five (5) days must advise his local union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension in excess of five (5) days must be made to the Civil Service Commission, in writing, within twenty (20) days from the date of discharge or suspension.
- C. Any employee discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, no later than the normal pay period.

ARTICLE 7 – SICK LEAVE

Section 1: Employees to receive fifteen (15) days sick leave per year after one (1) year's service, with pay.

Employees with less than one (1) year's service to receive one (1) day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31st, following the day of appointment. Fifteen (15) days sick leave, with pay, to be granted for each calendar year thereafter. During the first three (3) months of employment, employees may accumulate, but not take sick leave.

Section 2: After one (1) year's service, employee shall be entitled to not more than two (2) days for emergency and/or business reasons without loss of pay, provided at least one (1) day's notice is given in writing and that such emergency absence shall be granted one (1) day at a time. No personal day shall coincide before or after the day of a holiday.

Personal days must be used in the year earned and cannot be converted into vacation days.

Should an employee encounter an unexpected emergency wherein he cannot give written notification, then a phone call shall be considered adequate notice provided that said employee subsequent thereto submits documented proof of the emergency.

Section 3: Sick calls will only be accepted by the Recycling Coordinator or his/her designee or his/her extension. The name and number of the Recycling Coordinator will be posted.

Section 4: The Township has developed, in accordance with its managerial prerogative, a Sick Leave Abuse Policy. All Employees employed in the Department of Public Works hereby acknowledge that as of the effective date of this Agreement, they have received the Sick Leave Abuse Policy. Any changes made to the Sick Leave Abuse Policy after the effective

date of this Agreement shall be distributed to all employees covered under this agreement in person. All new hires and employees transferred into the Division of Public Works after the effective date of this Agreement shall be provided with a copy of the Sick Leave Abuse Policy. In the event that an employee is suspected of abuse of this policy, said employee shall be subject to the following disciplinary schedule:

- a. 1st Offense – Verbal Warning
- b. 2nd Offense – Written Warning
- c. 3rd Offense – Minor Discipline (1 Day)
- d. 4th Offense – Minor Discipline (3-5 Days)
- e. 5th Offense – Major Discipline (6+ Days)
- f. 6th Offense – Termination

ARTICLE 8 – VACATIONS

Section 1: Up to one (1) year of service, each employee shall receive one (1) working day vacation with pay for each full month of service.

Employees shall receive vacation with pay based on years of service, in accordance with the following vacation table:

| | |
|--------------------------|---------------------------|
| 1 – 10 years of service | 12 days vacation with pay |
| 11 – 20 years of service | 15 days vacation with pay |
| Over 20 years of service | 20 days vacation with pay |

Section 2: Seniority for vacation selection shall be based on Security Guard seniority, based on the date of hire as a Security Guard. Senior employees shall be given preference for vacation selection. In the event that employees have the same Security Guard seniority, the employee with the greater Overall seniority shall have preference. Transferred employees will choose their vacations whenever their turn arrives within the Security Guard seniority list. No

more than one employee covered under this agreement shall be allowed to use vacation during each week of the year. Canceled vacations shall be posted immediately. Employees will be able to bid on these days. Security Guard seniority shall determine the recipient.

Section 3: Any employee eligible for vacation, whose employment has terminated for any reason whatsoever, shall nevertheless receive a pro-rated vacation.

Section 4: Vacation time must be used in the year earned except that when vacation time is not used in the year earned due to business necessity, vacation time may be carried over into the following year. The time carried over must be used the following year or it will be lost. Employees who believe they will not be able to use their vacation time in the year earned shall obtain the written approval of the Director, or his designee, acknowledging such inability and indicating that it was due to business necessity.

ARTICLE 9 - RIGHTS OF MANAGEMENT

It is recognized that the management of the Township offices, the control of the properties and the maintenance of order and efficiency are solely the responsibilities of the Township. Accordingly, the Township retains the following rights, including but not limited to: selection and direction of the workforce; to hire, suspend, or discharge for just cause; to establish work-related rules and regulations; to decide the staff, scheduling and work assignments; to take disciplinary action for just cause; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, direct the performance of the work and the amount of supervision necessary; to determine the equipment, methods, schedules, together with the selection, procurement,

designing, engineering and the control of equipment and materials; and to purchase services of others, contract, sub-contract or otherwise.

The Township retains all rights of management unless otherwise specifically restricted by law.

ARTICLE 10 – RIGHTS OF VISITATION

The Business Agent or his representatives, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen.

ARTICLE 11 – WAGES

| | | |
|-----------------|-----------------|-----------------|
| <u>7/1/2014</u> | <u>7/1/2015</u> | <u>7/1/2016</u> |
| \$9.47 | \$10.10 | \$10.25 |

ARTICLE 12 - NO STRIKE OR LOCKOUT

Section 1:

- A. During the term of this Agreement, there shall be no strike, slowdown, or cessation of work on the part of the Union or its members, and no lockouts on the part of the Employer.
- B. The Employer shall have the right to discipline any employee guilty of violating the provisions of subsection A hereof, but the Union shall not be liable for damages for breach of contract in the event that the employees engage in any activity prohibited by this section, but which the Union has not authorized and which the Union has used its best efforts to prevent and terminate. Union

liability, however, shall exist in case, but only in case, the Union calls, sanctions, ignores, disregards, or fails to take affirmative action to terminate such strike activity.

Section 2: Protection of Rights\Picket Lines.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket lines at the Employer's places of business.

The foregoing shall be applicable to the extent permitted by law; nothing herein contained shall be constituted to be a contract or agreement expressed or implied, which in any manner violates Federal or State law as presently enacted or amended or interpreted during the term of this Agreement.

ARTICLE 13 - SAVINGS AND SEPARABILITY

Section 1: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Sections to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.

Section 2: In the event any Article or Section is held invalid or enforcement of or compliance with has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of

invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all lawful economic recourse in support of its demands notwithstanding any provision in the Agreement to the contrary.

ARTICLE 14 - TERM OF AGREEMENT

This Agreement shall become effective as of the first day of January 1, 2014 and shall remain in full force and effect and expire on the 30th day of June, 2017.

ATTEST:



TOWNSHIP OF WOODBRIDGE



Date: 10/29, 2014

ATTEST:

TEAMSTERS LOCAL UNION NO. 469



Date: 10/29, 2014