

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

TEAMSTERS LOCAL NO. 469, DIVISION OF STREETS AND SEWERS

(DIVISION OF STREETS AND SEWERS)

January 1, 2011 to December 31, 2013

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PREAMBLE

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, 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 No. 469, Division of Streets and Sewers (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 Division of Streets and Sewers, and in the Division of Recycling of the Public Works Department and in the Traffic Maintenance Division of the Police 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 I
RECOGNITION

Section 1: The Employer hereby recognizes the Union as the representative of the employees in the Division of Streets and Sewers, and in the Division of Recycling of the Public Works Department, and in the Traffic Maintenance Division of the Police Department as specifically referenced herein, who have elected to be represented by the Union for the purpose of presenting and making known to their Division Head, or such person as may be designated by the Mayor, their grievance and proposals.

Section 2: It is further provided that any individual employee shall have the right at any time to present his own grievance or proposal. Any Union 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 effect the purposes of this Act.

ARTICLE II

HOURS OF WORK

Section 1: Each employee shall receive a minimum guarantee of forty (40) hours work or pay for each week.

The work week shall be Monday through Friday. All hours beyond eight (8) hours in any one day or forty (40) hours in any week shall be paid at the rate of time and one-half (1-1/2) the hourly rate for all hours worked, subject to the minimum. When an employee is required to work on a Saturday, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half (1-1/2) rate, and such employee shall be present and available for such minimum time.

The Shop Stewards shall have access to payroll records with overtime information every two (2) weeks. These records shall be available for review within the Division's main office.

All overtime worked shall be recorded and posted on the union bulletin board for the employees to follow the rotation in place. Additionally, the Shop Stewards will be furnished a copy of all overtime worked showing the employee names, number of hours worked, classifications worked, etc. The documents shall be given to the stewards the following day, or as soon thereafter as is administratively feasible.

Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work or pay.

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a minimum of eight (8) hours work or pay at the double (2) time rate, plus the holiday pay (triple time for eight (8) hour day). If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

In the event an employee's paycheck is short in the amount of \$50.00 or more, a new

paycheck shall be issued within 24 hours.

“Stand-by.” The parties acknowledge that a stand-by program is in effect and will be continued for the duration of this contract. The stand-by program covers the period from 3:30 p.m. Friday to 7:00 a.m. on the following Monday, regardless of holidays. The rotating weekly stand-by list will be completed by the General Foreman or Superintendent for stand-by calls. A record of every stand-by call will be given to the Shop Stewards for purposes of ensuring the proper employees were utilized and to thwart future grievances. The record shall be given the following day of the call, or as soon thereafter as is administratively feasible.

A stand-by crew shall consist of three (3) men (foreman and two (2) employees). The on-call Union Supervisor will determine if a full crew is needed for each call.

All safety equipment shall be used at all times.

The stand-by crew shall be paid eighteen (18) hours straight time for stand-by, and shall be further compensated at the rate of time and one-half (1-1/2) for all hours worked during that stand-by period.

Upon implementation of the second shift (Section 9, below), weekend stand-by pay shall be reduced from eighteen (18) hours to sixteen (16) hours.

Working time for stand-by crews shall commence when the crew is called out, provided the crew assembles within a reasonable time. A reasonable time, for the purposes of the preceding sentence, shall be forty-five (45) minutes under normal circumstances. If an employee arrives after the time limit, they shall be paid for time on the job only. Employees may justify their failure to call within the time period in extraordinary circumstances, i.e. flat tire, traffic accident, severe inclement weather or other extraordinary circumstances. Anything to the contrary notwithstanding,

other provisions of this Agreement, including but not limited to wages, hours, minimum work time, overtime, double time for Sundays and holidays, and seniority selection of employees shall not apply to the stand-by program.

All overtime documentation will be filled out by a supervisor; however, if a supervisor is not present, the overtime documentation will be filled out by most senior employee on the shift.

Section 2: Lunch period for employees starting at 7:00 a.m. shall be a one-half hour (1/2) period from 11:00 a.m. to 1:00 p.m., for which employees shall not be paid. Should an employee be required to work through his lunch period, he shall be given an opportunity to take a lunch period and be paid for such lunch period.

Employees who start other than 7:00 a.m. shall be given an opportunity to take a thirty (30) minute lunch break, should they so desire, without pay.

Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon, to be set by their supervisor, and be paid for such breaks.

Section 3: When an employee is not scheduled for work and his services are required, he may be called to work and time shall start at the time of call, provided the employee arrives within a reasonable time. Under normal circumstances, a reasonable time, for the purposes of the preceding sentence, shall be one (1) hour. If an employee arrives after the one (1) hour time limit, they shall be paid for time on the job only. Employees may justify their failure to call within the one (1) hour time period in extraordinary circumstances, i.e. flat tire, traffic accident, severe inclement weather or other extraordinary circumstances.

When an employee is called to work under the above condition, he shall be guaranteed a minimum of eight (8) hours work or pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1-1/2) rate, excluding Sundays and holidays which shall be

paid at the double (2) time rate. If an employee is called in outside of his regular hours and works partly regular hours and partly outside regular hours, he shall be paid at the regular rate for the time worked during his regularly scheduled hours, and shall be paid at the time and one-half (1-1/2) or double (2) time rate for all hours worked outside the employee's regular scheduled hours.

Notwithstanding the foregoing, when an employee is called into work three (3) or more hours before commencement of his regular shift, he shall remain on premium time for work during his regular shift.

When working any emergency, an employee, after working sixteen (16) hours continuous, shall be granted six (6) hours rest and be paid for four (4) hours at straight time rate. When plowing snow and sanding, the employee shall receive double time, before and after regular working hours and will continue to receive double time pay if such work carries over into the regular shift. On Sundays and holidays, when plowing snow and sanding, the employee shall receive double time pay for the first eight (8) hours and triple (3) time pay thereafter. Crews on the standby shift from 3:30 p.m. on Monday to 7:00 a.m. on Friday, who are called to work to perform snow plowing, sanding or any other task related to severe inclement weather, will be paid double time without a limitation of assignment. The Township retains discretion whether to call in an additional crew to assist in the performance of these tasks.

Employees who hold a valid CDL license shall be called in for ANY snow removal overtime before any non-CDL employees. The Township agrees that if additional employees are needed to operate Road Department snow removal equipment, qualified Division of Recycling employees shall be called to operate such equipment.

Regular working hours are from 7:00 a.m. to 3:30 p.m., Monday through Friday. The Road Department shall be called first as the primary department for all sanding and snow removal

operations. After eight (8) hours of continuous work during snow, HEO's will be given temporary relief from their job assignment on an as needed basis.

Except in emergency circumstances as deemed by the Director, Management will not operate equipment or plow snow until all qualified Road Personnel are called to work.

Section 4: When an employee is required to work twelve (12) hours or more, he shall be granted a second one-half (1/2) hour lunch period, at no loss of pay for such lunch period and be granted an additional one-half (1/2) hour lunch period for each five (5) hours over the above-mentioned twelve (12) hours.

For each twelve (12) hours worked, employees shall be granted a fourteen dollar (\$14) meal allowance.

Section 5: Call-in Time. Concerning unusual, unavoidable and extreme circumstances of an acceptable nature whereby an employee finds that he will be late for work, his call will be accepted and provisions for his work assignment will be made if he presents himself for work soon thereafter.

The call must be made thirty (30) minutes before the starting time in effect at the time that the lateness requirement occurs. He will be paid for the time on the job.

Section 6: Employees needed to perform in a higher classification shall receive the higher classification's rate upon performing said work, for a minimum period of four (4) hours. Upon meeting the minimum hourly threshold, employees shall be paid the higher rate for the remainder of the shift, including overtime. If a senior employee is eligible to work in a higher paying classification, but is needed to work in his own classification he shall be paid at the rate of the higher paying classification.

Section 7: Working outside of bargaining unit. Any employee of Streets and Sewer

Division who is requested to operate a sanitation truck or perform duties of a sanitation employee will be paid the rate in effect in the sanitation contract for those positions, i.e., laborer (heavy) or truck driver, for a minimum for four (4) hours, except that if the employee works more than four (4) hours in a day performing those duties he will be paid the higher rate for the full day.

If personnel are available, two employees will be assigned to a sanitation truck when the truck is doing a list of scheduled stops. The driver will be paid the truck driver sanitation rate and one (1) laborer, if assigned, will be paid the laborer sanitation rate. If more than one (1) laborer is assigned, only the senior most laborer will be paid the laborer sanitation rate.

Section 8: Township will provide five (5) days advance notice to a Motor Broom Operator whenever there is a change in his shift assignment, absent equipment failure or extraordinary circumstance, i.e. inclement weather. The regular working hours for four (4) Motor Broom Operators will be 4:00 a.m. to 12:00 p.m. The regular working hours for the remaining two (2) Motor Broom Operators shall be 6:00 a.m. to 2:00 p.m. Any employee filling in, in-training or serving in a provisional permanent Motor Broom Operator position shall work a new 6:00 a.m. to 2:00 p.m. shift, notwithstanding the shifts as set forth above. Each year, the Motor Broom Operators shall bid for work shifts based on Road Division seniority. In the event that employees have the same Road Division seniority, the employee with greater overall seniority shall have preference.

Section 9: The Township may create a second shift for, among other purposes, sewer maintenance flushing and general emergency response. The shift will start at 3:30 p.m. and end at 11:30 p.m., Monday through Friday. [Emergencies arising during the hours of 3:30 p.m. and 11:30 p.m. on Monday through Friday will be handled by the second shift crew.] The new shift will be manned in accordance with the procedure set forth in Section 10 below. [Emergencies arising after

11:30 p.m. Monday through Friday will require the notification of the stand-by crew.] Employees working on the second shift shall receive a ten percent (10%) shift differential.

Section 10: In the event the Township exercises its discretion to implement a second shift, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

(1) The Township shall first request volunteers in the required job classification from among employees in the relevant department or unit, who shall be assigned the designated schedule. In the event that an employee who has volunteered to work in this shift wishes to return to the regular work schedule, he will be permitted to do so after three (3) months upon twenty (20) working days' notice to the employer.

(2) Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory and made in reverse order of Road Division seniority, with the least senior employee in the relevant department and/or unit in the required job classifications being assigned to the designated work shift.

(3) Newly hired employees, being the least senior in the department and/or unit in the job classification affected, shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification in the relevant department and/or unit. In such event, the more senior employee may bid upon a different shift on the basis of relevant seniority.

(4) Aside from the initial effect of a new hire into the department and/or unit provided for in subsection (3) above, there shall be no bumping with respect to work schedules.

(5) The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated

schedule on a voluntary basis.

ARTICLE III

HOLIDAYS

Section 1: The employees shall receive thirteen (13) official holidays per year as presently authorized by the Municipal Council:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Election Day (general)	Washington's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Day after Thanksgiving Day*
Memorial Day	Christmas Day
Fourth of July	

In addition to the above-listed legal holidays, each employee hired prior to January 1, 1999 shall be given his birthday as a holiday. Employees hired on or after January 1, 1999 are not eligible for the employee birthday holiday. Birthday holidays for employees hired prior to January 1, 1999 may be taken any time within that month provided the day off is requested 72 hours in advance and is approved by the supervisor.

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and be paid accordingly. Should any of the listed holidays fall on a Sunday, it shall be celebrated on Monday and paid accordingly. Pay for holidays not worked shall be eight (8) hours pay at the straight time rate.

Section 2: In the event that any of the above mentioned holidays fall on a regular workday, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 3: In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 4: After one (1) year's service, employees shall be entitled to not more than three (3) personal 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. 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.

All three (3) personal days will be given to the employee for use on January 1st of every year. Personal days will be prorated at separation from service and, if applicable, the appropriate amount of compensation will be deducted from an employee's final pay."

ARTICLE IV

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. New employees are eligible for their accumulated vacation after one (1) year of service from the date of hire.

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

1 - 5 years of service	12 days vacation with pay
5 - 10 years of service	15 days vacation with pay
10 - 15 years of service	18 days vacation with pay
15 - 20 years of service	20 days vacation with pay
20 - 25 years of service	28 days vacation with pay
25 years of service and over	30 days vacation with pay

Employee's paycheck for his earned vacation shall be given to the employee prior to the start of his vacation provided that a request for said paycheck is made at least two (2) weeks prior to his vacation date.

Section 2: Seniority for vacation selection shall be based on Road Division seniority. Senior employees shall be given preference for vacation selection. In the event that employees have the same Road Division seniority, the employee with greater overall seniority shall have preference. Ten (10%) percent of the employees covered under this agreement shall be allowed to use vacation during each week for the twelve (12) months of the year. Cancelled vacations shall be posted immediately. Employees will be able to bid on these days. Road Division 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 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.

Section 5: Employees shall be given their full allotment of vacation days on January 1st of every year. New hires will earn vacation days every month in their first year of employment. January 1st of the year in which an employee has an anniversary date, the employee will be entitled to an increase in vacation days, if applicable according to the vacation guide. At the time of separation from service, vacations will be prorated and, if applicable, the appropriate amount of compensation will be deducted from an employee's final pay.

Section 6: For purposes of vacation selection, seniority as outlined in this Article shall include only employees covered by this Agreement. The Shop Steward shall have the top seniority selection for vacations.

ARTICLE V

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, employee may accumulate, but not take sick leave. All sick time for the calendar year shall be posted on January 1st of that year, in lieu of the accumulation of one and one-quarter (1-1/4) day per month.

All unused sick leave days to be accumulated and credited to employee. Upon death or retirement, an employee hired prior to January 1, 1999 shall be paid one-half (1/2) the rate of pay in effect for each unused accumulated sick day to a maximum of Fifteen Thousand Dollars (\$15,000.00), provided he/she uses all accumulated vacation time prior to retirement excepting with permission of Business Administrator for the needs of the department. Employees hired on or after January 1, 1999 shall be paid to a maximum of Seven Thousand, Five Hundred Dollars (\$7,500.00).

Section 2: If, at any time during the term of this contract the State allows employees to be covered by a State Unemployment Compensation Act, the employees covered by this contract shall be entitled to full amount allowed by the above-referred Act.

Section 3: An employee is not required to call in sick after the first day, if out sick on consecutive days, provided that if the employee expects to be out more than one day, he shall so notify his supervisor of the anticipated time off. The employee will be allowed the opportunity

to come back to work sooner than anticipated. Sick calls will only be accepted by the General Supervisor or his extension. The name and number of the General Supervisor will be posted.

Section 4: The Township has developed, in accordance with its management prerogative, and distributed to each employee, either in person, through the intranet or via electronic mail, a 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 (5 Days)
- e. 5th Offense - Major Discipline (5+ Days)
- f. 6th Offense - Termination

ARTICLE VI

DEATH IN FAMILY

In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive work days absence with pay. Said absence shall not be accumulative and must be in conjunction with the death in the family. The employee's spouse, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law, father-in-law, stepchildren, stepbrother, stepsister, stepmother and stepfather shall constitute the employee's immediate family.

In the event of death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be granted three (3) consecutive days absence with pay.

In the event of death of an employee's step-relation not mentioned in paragraph one of this Article of the same degree as the family members designated in paragraph one of this Article, the employee shall be granted one working day's absence with pay. The Employer reserves the right to request documentation concerning the relationship.

ARTICLE VII

SENIORITY AND PERMANENT EMPLOYMENT SECURITY

Section 1: Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such employee may, during their trial periods, be terminated at any time during said 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.

Section 3: Overall seniority shall mean the length of continuous service with the Employer, regardless of capacity or classification. Road Division seniority shall mean the length of continuous service with the Division of Streets and Sewers, regardless of capacity or classification. Transferred employees shall be placed on the bottom of the Road Division seniority list but shall keep his overall Township seniority. Transferred employees will choose their vacations whenever their turn arrives within the Road Division seniority list. In the event that employees have the same Road Division seniority, the employee with greater overall seniority shall have preference.”

Section 4: In the event of a layoff, Overall seniority shall prevail, unless discharged for cause. In all cases of promotions, employees with the greatest amount of Overall seniority shall be given preference. It is the intention of the Employer to fill vacancies from within the department before hiring new employees, provided employees are available with the necessary qualifications and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

Section 5: One steward shall have during the respective periods in such capacity, top seniority and after his periods of service, he shall have a normal seniority status, with respect to layoff and recall.

Section 6: 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 7: Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

All trainees shall be paid at the rate established in the attached schedules until an opening exists within the Division and that such employees will be hired by ability, merit and attendance.

It is agreed that the Employer will sit with the Union before the ninety (90) day probationary period is finished so as to allow the Union to have input before the openings are filled within the department.

Section 8: The Employer, upon recalling shall do so in inverse order of layoff. He shall recall the last employee laid off, providing, however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the Employer hire from the open market while employees on recall list qualified to perform the duties of the vacant position are ready, willing and able to be reemployed. The last employee laid off from a position will be the first recalled to that position.

Section 9: An employee recalled and reinstated to his former position shall receive his former rate of pay, or the minimum current wage for his position, whichever is higher

Section 10: Any notice of reemployment to a employee who has been laid off shall be made by registered or certified mail to the last known address of said laid-off employee.

ARTICLE VIII
WORK CLOTHES

A. The Township agrees to supply the following items on a replacement basis: raingear, rubber sewer gloves, slush boots, Tyvek suits, waders and tree climbing boots. New employees will be issued these items.

B. Effective January 1, 1996, all other uniforms, equipment and cleaning will be provided by the employees. The Township shall pay the following amount in a lump sum annually in lieu of providing same:

2011	\$900
2012	\$925
2013	\$950

The above amounts will be prorated for any employee who is out of work for any reason for more than three (3) months in any year or retires or resigns during the year. Sick Leave, Family Leave, Vacation, Workers Compensation, and Personal Days shall not be calculated in the amount of days used to prorate the clothing allowance. All times are calculated from July 1 to June 30.

The clothing allowance will be paid annually as a lump sum in a separate check. No deductions will be made from the clothing allowance, and bargaining unit members agree that they bear sole responsibility for all tax liabilities related to the clothing allowance.

Should the Township decide to change the work uniform, it will provide an initial allotment of the uniforms to each employee affected by the change.

C. The Township will establish a dress code.

ARTICLE IX

BULLETIN BOARDS

Bulletin boards will be made available to the Union by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

ARTICLE X

NON-DISCRIMINATION

1. The Employer agrees that there shall be no discrimination or favoritism for reasons of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, genetic information, sex, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, refusal to submit to a genetic test or make available the results of a genetic test or handicap or perceived handicap, political affiliation, Union membership or lack of Union membership or participation in or lack of participation in legal Union activities.

2. No Union official or member shall in any way force, intimidate, either through overt acts or by subtle harassment, any non-union member to join or participate in Union activities or meetings.

ARTICLE XI

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.

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 General Foreman. 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 Head of the Division of Streets and Sewers. 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 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 effect settlement of the grievance, either party may refer the dispute to the Business Administrator of the Township of Woodbridge, who shall convene a hearing within seven (7) days of the receipt by him of the decision of the Grievance Committee. The Business Administrator may hold hearings and gather any information necessary for a decision. The Business Administrator must announce his decision within fifteen (15) days of the receipt of the notice of appeal from the Grievance Committee.

If the grievance is not resolved by the Business Administrator, then the Union may submit the matter to arbitration before an arbitrator appointed by and in accordance with PERC practices and procedures for arbitration. The decision of PERC Arbitration shall be final and the employees shall have no further right of administrative appeal. Any fees shall be equally borne by both parties.

Section 5: It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that they will not strike, slow down, or cause a slow down or engage in any work stoppage during the term of this Agreement. Any employee who violates the terms of this section shall be subject to discharge.

Section 6: Discipline. No employee shall be disciplined except for just and proper cause.

In the event of a suspension in excess of five (5) working days or in the event of a termination, the employee shall be entitled to notice and hearing. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee, and a council representative.

In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Machinery as set forth herein.

The Union may elect to appeal the matter to an arbitration provided that such an appeal is joined in by the employee in writing. Matters for which an appeal mechanism is prescribed by law to the Department of Personnel shall not be submitted to arbitration.

The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

Section 7: Discharge or Suspension.

A. The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of a employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the local Union office within one (1) working day from the time of discharge or suspension.

B. Any employee discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days or as soon as possible, but no later than the normal pay period.

C. A discharged or suspended employee must advise his local Union in writing, within two (2) 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 must be made to the Employer, in writing, within five (5) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

D. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth above within seven (7) days after the above notice of appeal is given to the Employer.

Section 8: If it is determined that no disciplinary action should be taken, then any and all papers, inclusive of the complaint and other materials, must be removed from the personnel file within five (5) days of the date that it is determined that no action should be taken. If the action is taken, and if the employee is successful, either by way of mediation, arbitration or litigation, then the complaint and other related papers must be removed from the file within five (5) days of the date of the adjudication in favor of the employee.

ARTICLE XII

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance at court.

If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four hours remaining in his/her work shift.

ARTICLE XIII

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. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Division Head for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the working of the Division during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE XIV

WAGES

Section 1:

- Effective and retroactive to January 1, 2011, any reference to the productivity bonus shall be removed from the Agreement.
- Effective and retroactive to January 1, 2011, all titles in this bargaining unit shall receive a \$900 increase in base salary.
- Effective July 1, 2012, all titles in this bargaining unit shall receive an across the board wage increase of one and one-half percent (1.5%)
- Effective July 1, 2013, all titles in this bargaining unit shall receive an across the board wage increase of two percent (2.0%).

Section 2: Longevity. In addition to the wage increase above, employees hired prior to January 1, 1996 shall receive a longevity bonus in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
After 5 years of service	2.5%
After 10 years of service	4.0%
After 15 years of service	5.5%
After 20 years of service	7.0%
After 24 years of service	8.5%

Employees hired on or after January 1, 1996, in addition to the wage rate set forth in this agreement, shall receive a longevity bonus in accordance with the following schedule:

<u>Years of Service</u>	<u>Dollar Amount</u>
After 5 years of service	\$980.00
After 10 years of service	\$1,500.00
After 15 years of service	\$2,100.00
After 20 years of service	\$2,700.00
After 24 years of service	\$3,300.00

- A. For Calendar Year 2011, Longevity pay will be paid as a lump sum by the first pay in December of that year. Service for purposes of longevity shall be calculated from the date of first employment with the Employer and by time in the employ of the Employer, regardless of department or division, shall be counted. The Township agrees to prorate longevity pay for any employee who terminates employment in good standing during that year.
- B. For Calendar Year 2012, base salary shall be inclusive of half (1/2) the longevity payment at the employee's level as of December 31, 2012. The remaining half (1/2) of the longevity payment shall be paid in a lump sum by the first pay in December of that year. For those employees with less than five (5) years of service on that date, base salary shall be inclusive of half (1/2) the lowest level longevity payment of either 2½% (hired prior to 1/1/96) or \$980.00 (hired after 1/1/96).
- C. Effective December 31, 2012, the Longevity Plan Article shall be deemed completely inapplicable and shall be removed from the Agreement.
- D. Effective January 1, 2013, base salary shall be inclusive of the remaining half (1/2) of the longevity payment at the employee's level as of December 31, 2012. For those employees with less than five (5) years of service on January 1, 2012, base salary shall be inclusive of the remaining half (1/2) of the lowest level longevity payment of either 2½% (hired prior to 1/1/96) or \$980.00 (hired after 1/1/96).

Section 3: The Township agrees that snow removal will be paid in the regular pay cycle.

ARTICLE XV

MEDICAL, SURGICAL AND HEALTH PLANS

- A. No medical, health or dental rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement, except as outlined below.
- B. For the purpose of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice. The family deductible shall be met when any combination of insureds (employee or dependent) meet the deductible.
- C. The Township will continue to offer the Traditional/PPO and POS health benefit plans. The Traditional/PPO health benefit plan will not be available to employees hired on or after January 1, 2009.
- D. Under the Traditional/PPO Plan, the family deductible shall be \$1,000.00 for all employees. The single deductible shall be \$500.00 for all employees. The employees' annual maximum out-of-pocket expense shall be \$2,500.00 per person, per year.
- E. Under the Traditional/PPO plan, employees shall contribute fifteen percent (15%) toward the plan cost; however, the employee contribution shall not increase by more than 12% in any given calendar year. Effective January 1, 2012, under the Traditional/PPO plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee's contribution is less than fifteen (15%) of the plan cost. Since the

Township is self-insured, “plan cost” shall be determined based upon COBRA rate equivalents.

- F. Under the POS Plan, the co-pay for a Regular Office visit shall be \$5.00 and the co-pay for a Specialist Office visit shall be \$10.00.
- G. Under the POS plan, employees shall contribute five percent (5%) toward the plan cost; however, the employee contribution shall not increase by more than 10% in any given calendar year. Effective January 1, 2012, under the POS Plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee’s contribution is less than five (5%) of the plan cost. Since the Township is self-insured, “plan cost” shall be determined based upon COBRA rate equivalents.
- H. Both the POS Plan and Traditional/PPO Plan shall be amended to provide that deductibles for out-of-network Surgi Centers shall be \$1,000.00, up to a maximum benefit of \$3,000.00.
- I. The Township agrees to provide a \$5.00 co-pay prescription plan for generic drugs, a \$17.50 co-pay prescription plan for brand name drugs, and a \$25.00 co-pay for non-preferred name brand drugs for the employee and his dependents. For any mail order prescription, each employee shall pay \$7.50 for generic drugs, \$26.00 for preferred name brand drugs, and \$37.50 for non-preferred name brand drugs. If there is a single source brand drug for which there is no chemical or therapeutic equivalent, the source brand drug shall be provided at the preferred drug co-pay rate, even if the drug falls under the non-preferred status.
- J. The Township’s prescription plan shall cover the cost of birth control pills.

K. Retirees with twenty-five (25) or more years of service with the Township will not be obligated to pay medical and hospital benefits. Effective January 1, 1991, a minimum of ten (10) years of service with the Township is required for retiree eligibility to participate in the group plan at the retiree's own cost.

The lifetime retiree maximum medical benefit for major medical under the Traditional/PPO plan shall be \$250,000 effective January 1, 2009. The lifetime retiree maximum medical benefit for major medical under the POS plan shall be \$1,000,000 effective January 1, 2009. The Township agrees to provide retirees Prescription Plan Drugs card coverage in which the covered person will pay 20% of the cost of covered/eligible prescribed drugs and the Township will pay 80%. Retirees' annual maximum prescription out-of-pocket is to be capped at \$1,200.00. Once the \$1,200.00 maximum prescription out-of-pocket is reached, the retiree may submit the co-pays to the Township for reimbursement.

L. The 80th percentile Usual and Customary out-of-network payment schedule shall be replaced with an out-of-network payment schedule based on the 200% of Medicare fee standard.

M. The Traditional Dental Program coverage will be \$2,000.00 per year, per person. The orthodontic service coverage will increase to \$3,000.00, effective January 1, 2012.

N. The Township agrees to provide coverage for hearing aids in an amount equal to \$1,500.00 per employee to be paid every two (2) years.

O. The Township agrees to provide optical insurance for the employee and his dependents pursuant to the Township's vision plan. Effective January 1, 2012,

the eyeglass benefit shall be increased to \$200.00 and the eye contact lenses benefit shall be increased to \$235.00.

- P. The Township agrees to provide Zyban (annually with prescription) as specified in the Township Health Insurance Plan.
- Q. The Township shall implement pre-admission certification and second surgical opinion programs as specified in the Township Health Insurance Plan.
- R. The Township agrees to provide well-baby care as specified in the Township Health Insurance Plan.
- S. Corrective footwear which is prescribed by a doctor will be covered under the Township prescription plan.
- T. The Township agrees to provide coverage for routine physical examinations, laboratory tests and routine chest x-rays subject to plan deductibles, and co-pays, and limits as specified in the Township Health Insurance plan.
- U. The Township agrees to provide coverage for mammograms every year after age 40.
- V. The Township's self-insured plan shall be improved to pay the cost of an annual Well Woman physical examination which shall include the cost of the Pap test and visit.
- W. The Township agrees to explore establishing a Group long term health care policy as a voluntary benefit at no cost to the Township.
- X. The Township will create a medical savings account "MSA" for medical benefits only. The MSA would place a uniform dollar amount on the medical benefits provided to employees. A percentage of the unspent balance of the account at year

end will be paid to the employee.

- Y. All insurance payments and contributions to be deducted from employee's paycheck on a pre-tax basis.
- Z. The Employer reserves the right to terminate the existing health insurance plan and provide the employees with an equal plan with no reduction in benefits.

ARTICLE XVI

APPLICATION OF SENIORITY

Road Division seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than are required, the most senior employees in this classification shall be assigned to perform the duties required.

Where an employee in his respective classification has no service to perform and is required to work in another classification, he shall be assigned to the classification for which the pay is the greatest and an opening exists.

When overtime is required or work is required on any premium day, such work shall be rotated among the qualified employees. Whenever an alternate is needed, the Shop Steward shall be called first.

ARTICLE XVII

SAFETY COMMITTEE/HEALTH AND WELFARE COMMITTEE

A. All complaints regarding an employee's safety shall be handled through the grievance machinery.

No employee shall be required to operate unsafe equipment, and further, the Employer shall not require an employee to operate any equipment that does not meet the safety requirements of the State of New Jersey.

The Union may appoint a representative to sit on the Safety Committee.

B. The Township shall create a special Health and Welfare Committee to be administered by a Committee of two (2) Union members and the Business Administrator and Chief Financial Officer. The Committee will be funded by contributions of the Township of ten percent (10%) of the cost savings achieved as a result of a unit members eligible cost savings idea, as set forth below. The contributions will be used to provide benefits or assistance to unit members not covered by Township provided benefits who the Committee determines are deserving of such assistance. The Committee will set the criteria for eligibility for assistance.

The cost savings idea must be original, must be implemented and must result in a net cost savings to the Township.

ARTICLE XVIII

NO STRIKE OR LOCKOUT

Section 1:

A. During the term of this Agreement, there shall be no strike, 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 XIX

MISCELLANEOUS

Section 1: The Township agrees to reimburse employees for all costs associated with the permit and renewal of CDL licenses. The employee will be reimbursed within 30 days of proof of payment to the Director of the Department of Public Works. Employees will only be reimbursed for the costs of endorsements upon approval by the Director. If an employee is seeking to move from Class B to Class A, such employee is not required to seek prior approval from the Director.

ARTICLE XX

TERMINATION OF DIVISION OF STREETS AND SEWERS

If for any reason the Division of Streets and Sewers is abolished or discontinued as a service to the Township of Woodbridge, for the purpose of contracting privately for all or part of said service, those employees in this Division who will be discharged without cause, other than the abolishment of said Division, and having completed five (5) years of satisfactory employment in said Division shall receive severance compensation at the rate of One Thousand One Hundred (\$1,100.00) Dollars for each year of continued service and major part of year thereof.

ARTICLE XXI

TEMPORARY DISABILITY BENEFITS

Temporary disability benefits equal to the State Disability Plan will be provided to all employees by the Township at no cost to the employees.

ARTICLE XXII

HEALTH AND SUBSTANCE ABUSE EDUCATION PROGRAM

The Township and the Union recognize the existence of drug and alcohol related problems in our society. In order to combat these problems locally, the parties agree to establish a mandatory health and substance abuse education program. This program will include educational components, counseling and, where appropriate, rehabilitation. Further, the parties agree to work together to resolve identified problems in this area. Disciplinary action will not be taken for volunteering for rehabilitation or counseling.

ARTICLE XXIII

TRAFFIC MAINTENANCE DIVISION

This article shall apply to the employees who are serving in the titles of Senior Traffic Maintenance Worker, Traffic Maintenance Worker, Laborer and Tow Operations Supervisors in the negotiations unit who are employed by the Township of Woodbridge Traffic Maintenance Division.

1. All employees covered by this Article shall work forty (40) hours per week, Monday through Friday from 7:30 a.m. to 3:30 p.m. All vacation days, sick days, personal days, holidays and death in family leave will be computed as otherwise provided in this Agreement.

2. All of the paragraphs in Article VII Seniority and Permanent Employment Security of this Agreement, except for Section 6, shall apply to the employees in the Traffic Maintenance Division.

3. For Traffic Maintenance Division employees the grievance procedure shall be amended as follows:

Step One: Change “General Foreman” to “Immediate Supervisor;”

Step Two: Change “Head of the Division” to “Division Captain;”

Step Three: Change “Grievance Committee” to “Chief of Police.” Delete the last paragraph in Step Three and replace with: If the Union is not satisfied with the decision of the Chief of Police it may go forward within five (5) days to Step 4.

4. Articles XII, XIII, XV, XVII, XIX, XXI, XXII, XXIV and XXV of the Agreement apply to the employees in Traffic Maintenance Division in their entirety.

5. Employees serving in the Traffic Maintenance Division and holding the titles of Senior Traffic Maintenance Worker, Traffic Maintenance Worker, Laborer, and Tow Operations

Supervisors shall be paid at the rate of pay reflected in Exhibit A, attached hereto.

6. Any other articles or provisions of this Agreement which are not specifically addressed in this Article including, but not limited to, Article IX Bulletin Boards, Article XVI Application of Seniority, and Article XX Termination of Division of Streets and Sewers, shall not apply to the employees of the Traffic Maintenance Division who are covered by this Article.

ARTICLE XXIV

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 Sections are 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 XXV

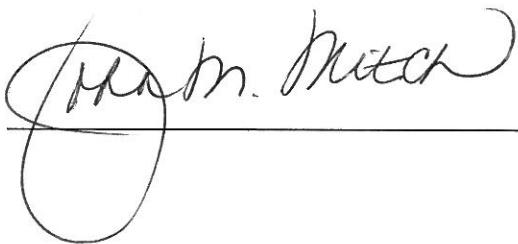
TERM OF AGREEMENT

Section 1: This Agreement shall become effective as of the first day of January, 2011, and shall remain in full force and effect and expire on the 31st day of December, 2013.

Section 2: This Agreement shall not prevent the employees of the Division of Streets and Sewers from receiving any general fringe benefits or holidays awarded the employees of the Township of Woodbridge by the Mayor or by legislative action of the Municipal Council during the period of this contract, or by the Business Administrator.

ATTEST:

TOWNSHIP OF WOODBRIDGE



By: 
MAYOR JOHN E. McCORMAC

ATTEST:

TEAMSTERS LOCAL NO. 469, DIVISION
OF STREETS AND SEWERS

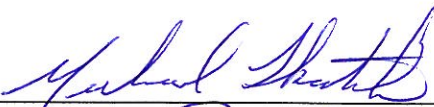
By: 

EXHIBIT A

Streets and Sewers

<u>TITLE</u>	<u>2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
Road Inspector	30.36	30.82	31.43
Heavy Equipment Operator	30.36	30.82	31.43
Senior Tree Climber	30.36	30.82	31.43
Maintenance Repairer (Carpentry)	30.36	30.82	31.43
Sewer Repairer	29.75	30.20	30.80
Tree Climber	29.75	30.20	30.80
Motor Broom Operator	29.44	29.88	30.48
Sewer Equipment Operator	28.44	28.87	29.44
Truck Driver	28.21	28.63	29.21
Maintenance Repairer	28.44	28.87	29.44
Laborer (Sewers) (hired prior to 1/1/99)	26.79	27.19	27.74
Laborer (hired prior to 1/1/99)	26.31	26.71	27.24

Employees hired on or after January 1, 1999

1 st year Laborer	14.57	14.79	15.08
2 nd year Laborer	19.93	20.23	20.63
3 rd year Laborer	26.32	26.72	27.25
1 st year Laborer (Sewers)	14.90	15.12	15.43
2 nd year Laborer (Sewers)	20.28	20.58	21.00
3 rd year Laborer (Sewers)	26.79	27.19	27.74

Traffic Maintenance

Laborer (1 st year)	14.57	14.79	15.08
Laborer (2 nd year)	16.25	16.49	16.82
Laborer (3 rd year)	19.30	19.59	19.98
Traffic Maintenance Worker	22.11	22.44	22.89
Senior Traffic Maintenance Worker 1 st year	23.85	24.21	24.69
Senior Traffic Maintenance Worker 2 nd year	27.41	27.82	28.38
Tow Operations Supervisor	22.56	22.90	23.36

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