

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered on this ____ day of _____ 2016, between the collective negotiations teams for the Teamsters Local No. 469 (Public School Custodians) ("Union") and the Township of Woodbridge (the "Township") (collectively the "parties").

WHEREAS, the parties, having bargained in good faith, mutually agree to amend the terms of their current collective negotiations agreement which expired on June 30, 2016 (the "Agreement");

WHEREAS, the Township and Union have negotiated the terms of a new Collective Negotiations Agreement for the term July 1, 2016 through June 30, 2017;

WHEREAS, the parties hereto wish to set forth the negotiated terms of such new Collective Negotiations Agreement in this MOA for submission and approval of the Township Council and the Union membership, pending the execution of a new Collective Negotiations Agreement incorporating the terms contained herein;

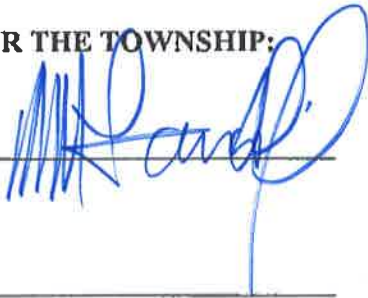
NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties agree to the following amendments to the Collective Negotiations Agreement between the parties for incorporation into a new Collective Negotiations Agreement:

1. Amend Article 2 (Hours of Work/Scheduling) as follows:
 - a. Add new paragraph to the end of Article 2 with the following language:
"Work on a Sunday shall be paid at double time (2X) the employee's regular rate of pay."
2. Amend Article 6 (Death in Family) as follows:
 - a. Add the underlined language to the third paragraph, first sentence: "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, or in the event of death of an aunt or uncle, the employee shall be granted one working day's absence with pay."
3. Amend Article 8 (Uniforms) as follows:
 - a. Begin section C by removing the language containing the uniform allowance amounts for 7/1/13, 7/1/14, and 7/1/15, and replacing it with the following language: "7/1/16: \$800".
4. Amend Article 10 (Grievance Machinery), section 5 as follows:

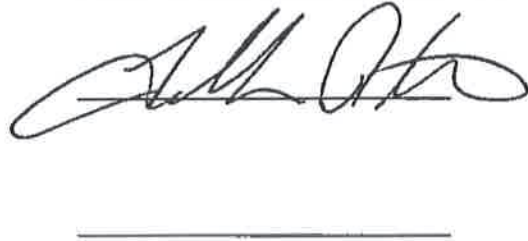
- a. Replace section A, first 2 sentences, with the following language: "The Employer shall not discipline, suspend, or discharge any employee, except for probationary employees, without just cause. In any case of discipline including discharge or suspension, the Employer shall promptly notify the employee in writing of the discharge or suspension and the reason thereof. A copy of such written notice shall be given to the shop steward. In the case of a discharge a copy shall also be mailed to the Local Union office."
 - b. Insert new section B in between current sections A and B, with the following language: "Major discipline shall be governed in accordance with the laws and regulations governing Civil Service jurisdictions."
 - c. Replace current section B with the following language: "For minor discipline in which there is a suspension of 5 or less days, employees shall be given the opportunity to discuss and present evidence regarding the proposed discipline to the Division Head. The employee must attempt to schedule a time for such discussion with the Division Head within 48 business hours after receipt of notice of the discipline. If the issue is not resolved and the Division Head proceeds to issue the discipline, the employee may grieve the action through the Grievance Machinery as set forth herein."
5. Amend Article 13 (Wages) as follows, and see Exhibit A:
- a. Replace sections A, B, C, and D with the following language: "Effective and retroactive to July 1, 2016, all employees shall be subject to the salaries set forth in Exhibit A to this Agreement. Full time elementary school leads in an elementary school with an enrollment of at least 450 students at the date of execution of this Agreement shall receive the same salary as full time middle school leads."
6. Amend Exhibit A (Salary Schedules) to reflect the following:
- a. Update the salary guide to reflect the \$500 additional increase from the previous contract for elementary school leads, middle school leads, high school leads, and rovers
 - b. Effective and retroactive to July 1, 2016: \$250 increase for full time elementary school leads at elementary schools with less than 450 students
 - c. Effective and retroactive to July 1, 2016: 1.75% salary increase for all salaries in the salary schedule
 - d. Full time elementary school leads in an elementary school with an enrollment of at least 450 students at the date of execution of this Agreement shall receive the same salary as full time middle school leads
7. Add new article making employees subject to the Township's Alcohol and Drug Free Workplace Policy.

8. The term of the Agreement shall be from July 1, 2016 to June 30, 2017. Dates in the expired Agreement shall be changed as necessary.
9. The Township will provide copies of the Agreement at no cost to the Union.
10. All other proposals submitted on behalf of either party, unless specifically included in the MOA, are hereby withdrawn.
11. Unless specifically addressed in this MOA, the terms of the parties' current collective negotiations agreement which expired on June 30, 2016 shall remain in full force and effect.
12. There is no agreement unless ratified by the Union membership and the Woodbridge Township Council. Both the Union's and the Township's negotiation teams agree to recommend ratification of this MOA to their respective membership.
13. Upon ratification and approval of this MOA by the Union membership and the Woodbridge Township Council, the terms of this MOA shall be incorporated into a new Collective Negotiations Agreement which will be prepared by the Township.

FOR THE TOWNSHIP:



FOR TEAMSTERS LOCAL 469:



Dated: 8/4, 2016

Dated: 7-28, 2016

EXHIBIT A

The list of elementary schools with 450 or more students include the following: (1) Avenel Street Elementary School; (2) Indiana Avenue Elementary School; (3) Kennedy Park Elementary School; (4) Lafayette Estates Elementary School; and (5) Woodbine Avenue Elementary School.