

Middlesex County

1976-1977

THIS BOOK DOES
NOT CIRCULATE

THIS AGREEMENT made and entered into this 1st day of
January, 1976, by and between the TOWNSHIP OF WOODBRIDGE, a
Municipal Corporation of the State of New Jersey (hereinafter
known and designated as the "Employer"), and LOCAL 469, an
affiliate of the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America (hereinafter
known and designated as the "Union").

W I T N E S S E T H :

WHEREAS, it is the purpose of this Agreement to prescribe
the legitimate rights of those municipal employees working
in the Division of Streets and Roads, of the Public works
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 of the Division of
Streets and Sewers of the Public Works Department who have
elected to be represented by the Union for the purpose of pre-
senting 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 employee who is a 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.

ARTICLE II

HOURS OF WORK

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

The work week shall be from Monday through Friday. All hours worked 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 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

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 for all hours worked during that stand-by period.

Working time for stand-by crews shall commence when the crew is called out, provided the crew assembles within a reasonable time. 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.

Section 2: Lunch period for employees starting at 8:00 a.m. shall be 12:00 noon to 12:30 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 8:00 a.m. shall be given an opportunity to take a thirty (30)-minute lunch break, should they so desire, without pay.

Past practices shall continue as to starting time.

Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute

coffee break in the afternoon, 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.

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 rate, excluding Sundays and holidays which shall be paid at the double-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, or double-time rate for all hours worked outside the employee's regularly scheduled hours.

When equipment is used for plowing snow and salt sanding, there shall be two employees on each piece of equipment, under normal conditions. The rules of Article XVII shall also apply. When working, plowing snow and sanding, an employee, after working sixteen (16) hours continuous, shall be granted four (4) hours' rest and be paid for four (4) hours at straight-time rate, providing the employ-

ee reports back to work, if required. When plowing snow and sanding, the employee shall receive double time, after regular working hours and triple time on Sundays and holidays. The above paragraph shall not apply for stand-by crews called for normal emergencies.

Regular working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday.

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

Employee shall be granted a meal allowance of Two Dollars (\$2.00) for each twelve (12) hours worked.

ARTICLE III

HOLIDAYS

Section 1: The employees shall receive twelve (12) official holidays per year as presently authorized by the Municipal Council:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day (general)
Good Friday	Veterans' Day
Memorial Day	Thanksgiving

Fourth of July

Christmas

In addition to the above-listed legal holidays, each employee shall be given his birthday as a holiday.

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-enumerated holidays shall fall on a regular work day, 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.

ARTICLE IV

VACATIONS

Section 1: Up to one 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

date of hire.

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

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

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

Section 2: Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

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 may not be accumulated for more than two (2) years.

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 year's service to receive one (1) day of sick leave per month of ser-

vice, with pay, from the day of regular employment up to and including December 31 next. Following day of appointment and fifteen (15) days sick leave, with pay, for each calendar year thereafter. During the first three (3) months of employment, employee may accumulate, but not take sick leave.

All un-used sick leave days to be accumulated and credited to employee. Upon retirement, the employee shall be entitled to receive paid up coverage for the employee and his family in the full medical, surgical, hospital and/or major medical program currently in effect for Township employees at the time of termination for one (1) year for each fifteen (15) days accumulated and un-used sick leave.

Section 2: After one (1) year's service, employee shall be entitled to not more than three (3) days for emergency and/or business reasons without loss of pay, provided at least 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.

Section 3: 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 the full amount allowed by the above referred act.

ARTICLE VI

DEATH IN THE FAMILY

Section 1: In case of death in the immediate family, an employee shall be granted three (3) days off, following the date of death, with pay. Payment shall be made for only such of the three (3) days as are working days. These days shall not be charged against sick leave. Immediate family is hereby defined to include spouse, father, mother, sister, brother or children, or any member of the immediate household. One (1) day leave will be allowed for the funeral of mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather.

ARTICLE VII

SENIORITY AND PERMANENT EMPLOYEE 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: Seniority shall mean the length of continuous service with the Employer, regardless of capacity or classification.

Section 4: In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority, and Civil Service certification. 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 qualification 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 resignations;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified 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.

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 re-employed. 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 re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid-off employee.

ARTICLE VIII

WORK CLOTHES

All employees shall be provided with the following, without cost to them:

(a) All employees to receive three (3) sets of summer uniforms and three (3) sets of winter uniforms;

(b) Mechanics and sewermen to receive five (5) sets of coveralls or five (5) sets of uniforms, whichever they request;

(c) Two (2) pairs of work shoes per year issued by February 1st and August 1st;

(d) Four (4) pair of Wolverine Gloves or equal made in the U.S.A. per year, issued March 1st, June 1st, September 1st and December 1st. One pair of rubber gloves to be issued to all employees where necessary, to be replaced as required, upon return of the damaged rubber gloves, up to a maximum of two (2) pairs per year.

(e) Summer uniforms with short sleeves shall be provided by the Employer between May 15th and October 15th each year. First issue by May 15th.

Winter uniforms shall be provided by the Employer between October 15th and May 15th each year. First issue by October 15th.

For replacement of raingear, winter slush boots, winter coats and rubber gloves, the old articles must be turned in for credit and replaced within two (2) weeks. Winter coats shall be supplied in January. Raingear, slush boots and winter coats to be supplied.

ARTICLE IX

BULLETIN BOARDS

Bulletin boards will be made available to the Union and 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

The Employer agrees that it will not discriminate against

an employee because of his activities as a member of the Union. There shall be no discrimination against any employee because of his race, color, religious creed, national origin, political affiliation, sex or Union affiliation.

ARTICLE XI

MAINTENANCE OF EXISTING CONDITIONS

No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the Division of the Employer. This section shall not apply to any subject matter covered by this Agreement.

ARTICLE XII

GRIEVANCE MACHINERY

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

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



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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 Union representatives and the Director of Public Works, or any such designated person, shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties upon notice to the other party.

Step 4: If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

- (a) The Business agent of the Union;
- (b) The Shop Steward;
- (c) Director of Public Works;
- (d) The head of the Division of Streets and Sewers.

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The committee 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 days of the time the hearing closes.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, the Union may go forward within five (5) days to Step 5.

Step 5: If the foregoing steps do 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 thirty (30) days of receipt of the

notice of appeal from the decision of the Grievance Committee.

If the grievance is not resolved by the Business Administrator, then the Union members may submit separate written reports to PERC 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 born 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.

ARTICLE XIII

JURY DUTY

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

ARTICLE XIV

RIGHTS OF VISITATION

Section 1: 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 XV

WAGES

Section 1: All employees who are certified as permanent employees shall receive the maximum rate shown on the attached Schedule "A", to be effective and retroactive to January 1, 1976.

Section 2: New employees hired after January 1, 1976, shall be hired at the minimum rate in that classification for which he is employed. After six months' service, he shall receive an increment equal to one-half the difference between the minimum and maximum rate for his classification. Any employee not passing the Civil Service test for his classification shall not receive the top rate of pay for that classification until such time as the employee does pass the test.

By the January first next after one (1)

full year of service, employee shall receive the maximum rate for his classification, providing all requirements for permanent Civil Service status have been met.

Section 3: Longevity - In addition to the wage increase in Section 1 above, employees 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 -	1-1/2%
After 10 years of service -	3%
After 15 years of service -	4-1/2%
After 20 years of service -	6%
After 25 years of service -	7-1/2%

Longevity pay will be paid as a lump sum by first pay in December of each year. Service for purposes of longevity pay 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.

ARTICLE XVI

MEDICAL, SURGICAL AND HEALTH PLANS

No rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement. Including the present medical-surgical and major medical plan, such benefits to be extended to include Rider "J" of the Blue Cross Plan.

ARTICLE XVII

APPLICATION OF SENIORITY

Seniority shall prevail in all work assignments in each classification. When there are more employees in each classification that 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 three (3) or more employees are required to work overtime, a formen shall also be required to work. When sanding, salting or snow plowing operations are required, each truck with a driver and helper shall be considered as one unit.

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 XVIII

SAFETY COMMITTEE

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.

ARTICLE XIX

TERM OF AGREEMENT

Section 1: This Agreement shall become effective as of the first day of January, 1976, and shall remain in full force and effect and expire on the 31st day of December, 1977.

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.

Section 3: No Strikes-No Lockouts - (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 lock-outs 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 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 4: 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 line of Unions party to this Agreement, and including the primary picket line at the Employer's place of business.

The foregoing shall be applicable only 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.

Section 5: Discharge or Suspension - (A) The Employ-

er shall not discharge nor suspend any employee without just cause. In all cases involving discharge or suspension of an 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 the discharge or suspension.

(B) In respect to discharge, the Employer must give at least one (1) warning notice of the specific complaint against such in writing, and a copy of the same of the Union and the Shop Steward. The warning notice as herein provided

shall not remain in effect for a period of more than three (3) months from the date of the occurrence upon which the complaint and warning notice are based.

(C) Any employee discharged must be paid in full for all wages owed by the Employer to him, including earned vacation pay, if any, within five (5) days from the date of discharge.

(D) 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.

(E) Should it be proven that an injustice has been done 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 in Sections 17 and 18 within seven (7) days after the above notice of appeal is given to the Employer.

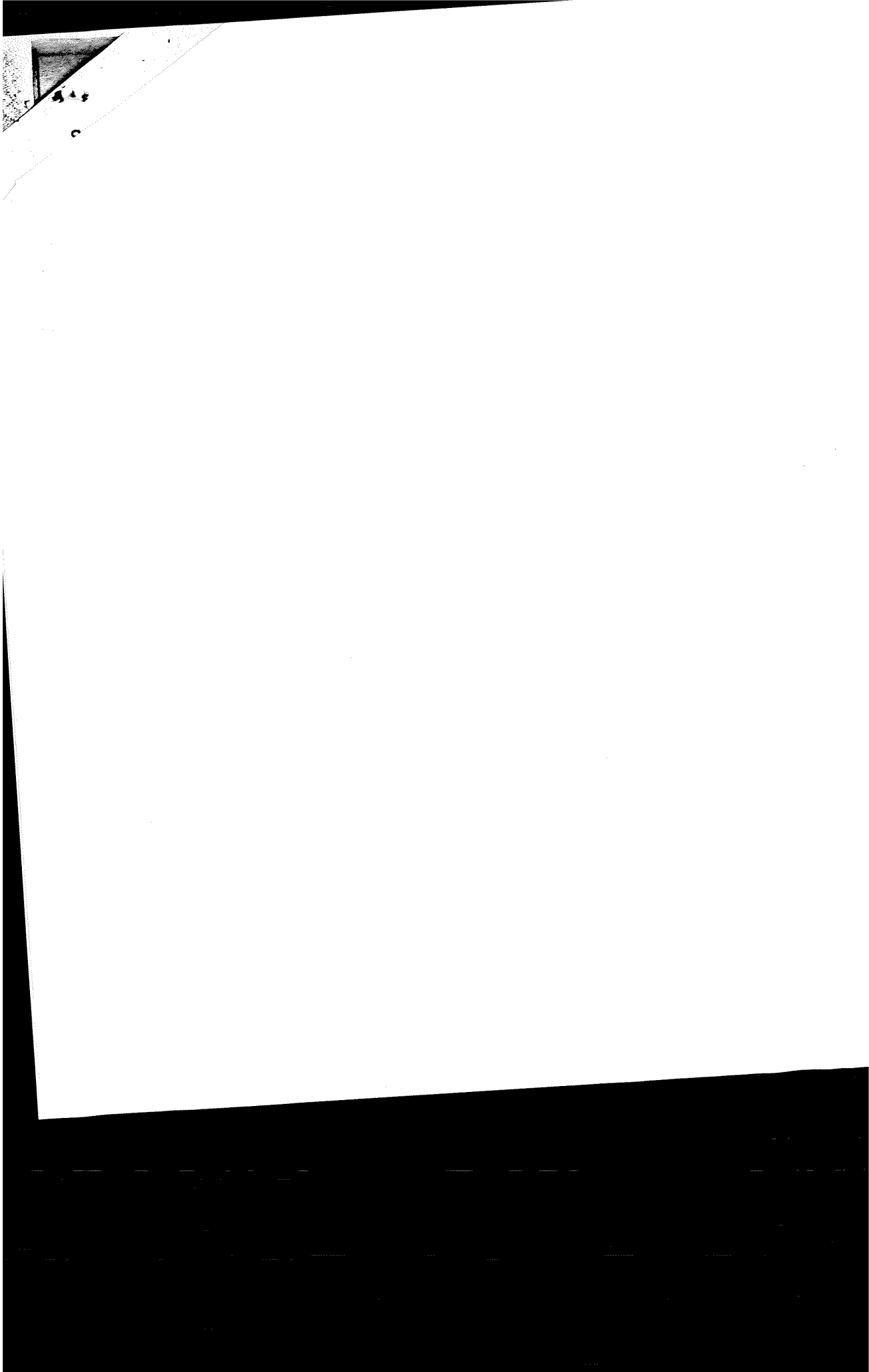
Section 6: Savings and Separability Clause: If any Article or Section of this Agreement should be invalid by operation of

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 Articles or Sections to persons or circumstances other than those to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be effected thereby. In the event any Articles or Sections are held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either part, 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.

Section 7: Call in Time - Concerning unusual, unavoidable and extreme circumstances of an acceptable nature whereby any 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 15 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.



DIVISION OF STREETS AND SEWERS

ATTEST:

TOWNSHIP OF WOODBRIDGE

By: Mary Csete
Deputy Municipal Clerk

By: John J. Cassidy
Mayor

ATTEST:

Local 469, an Affiliate of the
International Brotherhood of
Teamsters, Chauffeurs, Ware-
housemen and Helpers of
America

12-10-1976

George C. Ryan
Stephen J. Gill
Frank J. Cook

By: Robert W. Rossi
Business Agent

NOTE: Any employee moving to a higher classification temporarily should receive the middle increment or \$.05 above their permanent classification, whichever is greater.

ADDENDUM TO JANUARY 1, 1976 CONTRACT

THIS AGREEMENT, dated October 15, 1976, by and between the TOWNSHIP OF WOODBRIDGE, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer", and LOCAL 469, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter known and designated as the "Union".

1) In order to facilitate the payment of back wages, the parties hereto agree that the schedules attached hereto shall be put in force immediately.

2) The parties further agree that they will review the Contract submitted this date on all other points and will, if they meet their approval, ratify the same as soon as possible.

ATTEST:

By: Joseph V. Valente

TOWNSHIP OF WOODBRIDGE

By: John J. Cassidy
John J. Cassidy
Mayor

ATTEST:

By: George C. Byrne
Frank Cook

LOCAL 469, an Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America

By: Robert W. [Signature]