

AGREEMENT

Woodbridge Township of

TOWNSHIP OF WOODBRIDGE

AND

LOCAL 469, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
AND HELPERS OF AMERICA

(DIVISION OF STREETS & SEWERS)

X January 1, 1986 - December 31, 1987

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PREAMBLE

THIS AGREEMENT, made and entered into this day
of , 1986, by and between the TOWNSHIP OF
WOODBIDGE, 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").

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, 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 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 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.

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 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 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 repre-

sentation 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 Union further acknowledge that this Article is subject to any rules or 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 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 (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.

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.

"Stand-by" - The parties acknowledge that a Stand-by program is in effect and may be continued or discontinued by the Employer. 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. All employees wishing to volunteer for such stand-by work shall apply to the Division Head, and employees shall serve in rotation from a list of such volunteers, prepared by the Division Head, provided that the employees are capable of operating the necessary equipment, in the opinion of the Division Head.

A stand-by crew shall consist of three (3) men (foreman and two (2) employees).

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.

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 7:00 a.m. shall be 11:00 a.m. to 11:30 a.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.

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.

When equipment is used for plowing snow and salt sanding, there shall be two (2) 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 six (6) hours rest and be paid for four (4) hours at straight time rate, providing the employee reports back to work, if required. When plowing snow and sanding, the employee shall receive double time, after regular working hours and triple (3) time on Sundays and holidays. The above paragraph shall not apply for stand-by crews called for normal emergencies.

Regular working hours are 7:00 a.m. to 3:30 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 (1/2) hour lunch period at no loss of pay for such lunch period and be granted an additional half hour (1/2) lunch period for each five (5) hours over the above-mentioned twelve (12) hours.

Employees shall be granted two meal allowances of Four Dollars and Fifty Cents (\$4.50) for each twelve hours worked.

Section 5: Call in Time - Concerning usual, 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 fifteen (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.

Section 6: Any employee moving to a higher classification temporarily should receive the middle increment or \$.05 above their permanent classification, whichever is greater.

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 the actual hours worked on that unit or position.

Section 8: Township will provide forty-eight (48) hour advance notice to a Motor Broom Operator whenever there is a change in his shift assignment.

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
Lincoln's Birthday	Election Day (general)
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

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-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.

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 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 to 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 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: 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 (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 unused sick leave days to be accumulated and credited to employee. Upon death or retirement, the employee shall be paid one-half (1/2) the rate of pay in effect for each unused accumulated sick day to a maximum of Twelve Thousand (\$12,000.00) Dollars, provided he/she uses all accumulated vacation time prior to retirement excepting with permission of Business Administrator for the needs of the department.

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 one (1)

day's notice is given in writing and that such emergency absence shall be granted (1) day at a time. In lieu of the three (3) personal days, all employees shall be entitled to three (3) additional vacation days per year to be used one day at a time or in conjunction with scheduled vacations.

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

Section 3: 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.

Section 4: 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.

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 used in conjunction with the death in the family. The employee's wife, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law, and father-in-law shall constitute the employee's immediate family.

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

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

Section 4: In the event of a layoff, seniority shall prevail, unless discharged for cause. In all cases of promotions employees with the greatest amount of 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 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 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 vacancies in the department to be filled within a reasonable period of time, but not to exceed sixty (60) days.

All trainees shall be paid at the rate established in the attached Schedules until an opening exists within the Department 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 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; winter pants are to be made of twill.

(b) Mechanics and sewer men to receive five (5) sets of coveralls or five (5) sets of uniforms, whichever they request. Standby crew are to be given two (2) sets of coveralls on a replacement basis only.

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

(d) Four (4) pairs 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. Summer short-sleeved shirts may be substituted by T-shirts. Winter uniforms shall be provided by the Employer between October 15th and May 15th each year. First issue by October 15th.

(f) For replacement of rain gear and rubber gloves, the old articles must be turned in for credit and replaced within two (2) weeks. Winter coats (Carhartt CQ186 or its equivalent), shall be supplied in December. Winter boots (Herman survivors or its equivalent) to be supplied in October.

(g) All bid specifications on designated uniforms shall request that they be American made.

(h) Laundry service is to be provided similar to the Sanitation Department.

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

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.

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 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 (7) 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 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 receipt of the notice of appeal from 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 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 any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent from the day when the incident occurred. During these three (3) working days the Employer and employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged with:

- (1) Incapacity due to mental or physical disability;
- (2) Intoxication while on duty;
- (3) Disorderly or immoral conduct;
- (4) Where violence and/or the health and safety of other employees or Employer may be involved;
- (5) Serious neglect of duty.

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 Procedure 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. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.

In the event the employee involved elects the Civil Service Procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter 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 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 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 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 after the cooling off period as established by Section 6 above, 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 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 will be paid his regular daily earnings for such time as he is required to be in attendance at court.

ARTICLE XIII

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 XIV

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, 1986, which constitutes a five (5%) percent across-the-board increase; and for 1987, the maximum rate shown on the attached Schedule "B", to be effective January 1, 1987, which constitutes an eight (8%) percent across-the-board increase.

Section 2:

(a) New employees hired as a Laborer after September 11, 1986 shall be paid at the minimum rate of \$7.21 per hour. Upon completion of one (1) continuous year of employment, said employee shall be paid \$8.95 per hour. Upon completion of two (2) continuous years of employment, said employee shall be paid the maximum rate.

(b) New employees hired as Laborer (sewer) after September 11, 1986 shall be paid at the minimum rate of \$7.21 per hour. Upon completion of one (1) continuous year of employment, said employee shall be paid \$9.00 per hour. Upon completion of two (2) continuous years of employment, said employee shall be paid the maximum rate.

(c) All other employees hired or promoted to a highway job shall be hired or promoted at the minimum rate in that classification for which he is employed. After six months service, he shall receive an increase to the middle increment step for his classification as per appropriate schedule. By January 1 next after one (1) full year of service, an employee shall receive the maximum rate for his classification.

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	2 1/2%
After 10 years of service	4%
After 15 years of service	5 1/2%
After 20 years of service	7%
After 25 years of service	8 1/2%

Longevity pay will be paid as a lump sum by the 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. The Township agrees to prorate longevity pay for any employee who terminates employment in good standing during the year.

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.

B. The Township agrees to provide a \$2.00 co-pay prescription plan for the employee and his dependents.

C. The Township agrees to provide optical insurance coverage for the employee and his dependents.

D. For the purpose of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice.

E. 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.

F. Effective January 1, 1986, retirees retiring after that date with twenty-five (25) or more years of service with the Township will not be obligated to pay a premium for the group hospitalization and major medical benefits.

G. Township agrees there will be no increase in family premium payments for 1986 only.

ARTICLE XVI

APPLICATION OF SENIORITY

Seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than 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 foreman 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 XVII

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.

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

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 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 place 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

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 XX

TERMINATION OF DIVISION OF STREETS & 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 Six Hundred (\$600.00) 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 shall 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; counselling 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 counselling.

ARTICLE XXIII

TERM OF AGREEMENT

Section 1: This Agreement shall become effective as of the first day of January, 1986, and shall remain in full force and effect and expire on the 31st day of December, 1987.

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.

TOWNSHIP OF WOODBRIDGE

ATTEST:

By:


Mayor

Mary C. Cate
Deputy Municipal Clerk

11-18-86

LOCAL 469, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
AND HELPERS OF AMERICA

ATTEST:

By:



Richard H. Loebe Sr.

DEPARTMENT OF PUBLIC WORKS - DIVISION OF STREETS, ROADS & SEWERS

1986 - SCHEDULE "A"

TITLE	MINIMUM	MIDDLE	1986 MAXIMUM
Sr. Public Works Inspector	\$ 10.70	\$ 10.86	\$ 11.02
Public Works Inspector	9.94	10.16	10.38
Guard - Public Property	9.22	9.36	9.50
Maintenance Repairer (Carpentry)	10.15	10.33	10.50
Heavy Equipment Operator	10.15	10.33	10.50
Tree Climber	10.10	10.27	10.44
Motor Broom Operator	10.10	10.22	10.33
Truck Driver	9.82	9.99	10.14
Sewer Repairer	9.45	9.92	10.10
Mason	9.45	9.92	10.10
Maintenance Repairer	9.82	9.99	10.14
Guard - Public Property P/T	9.19	9.29	9.38
Laborer-hired prior to 9/11/86 (when working in sanitary sewer or man hole)	9.45	9.91 (6 mo.)	10.06 (1 year)
Laborer-hired after 9/11/86 (when working in sanitary sewer or man hole)	7.37	9.12 (1 year)	10.06 (2 years)
Laborer hired prior to 9/11/86	9.59	9.74 (6 mo.)	9.89 (1 year)
Laborer hired after 9/11/86	7.21	8.95 (1 year)	9.89 (2 years)

1987 - SCHEDULE "B"

TITLE	MINIMUM	MIDDLE	1987 MAXIMUM
Sr. Public Works Inspector	\$ 11.56	\$ 11.73	\$ 11.90
Public Works Inspector	10.74	10.97	11.21
Guard - Public Property	9.96	10.11	10.26
Maintenance Repairer (Carpentry)	10.96	11.16	11.34
Heavy Equipment Operator	10.96	11.16	11.34
Tree Climber	10.91	11.09	11.28
Motor Broom Operator	10.91	11.04	11.16
Truck Driver	10.61	10.79	10.95
Sewer Repairer	10.21	10.71	10.91
Mason	10.21	10.71	10.91
Maintenance Repairer	10.61	10.79	10.95
Guard-Public Property P/T	9.93	10.03	10.13
Laborer-hired prior to 9/11/86 (when working in sanitary sewer or man hole)	10.21	10.71 (6 mo.)	10.86 (1 year)
Laborer-hired after 9/11/86 (when working in sanitary sewer or man hole)	7.37	9.12 (1 year)	10.86 (2 years)
Laborer-hired prior to 9/11/86	10.36	10.52 (6 mo.)	10.68 (1 year)
Laborer-hired after 9/11/86	7.21	8.95 (1 year)	10.68 (2 years)