

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) memorializes the terms and conditions of employment that were negotiated and agreed to on this \_\_\_ day of \_\_\_\_ 2014, between the collective negotiations teams for the Teamsters Local Union No. 469, Affiliated with the International Brotherhood of Teamsters (Division of Streets and Sewers) (the “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 December 31, 2013 (the “Agreement”) as follows:

**1. Amend Article II, Hours of Work, to make the following changes:**

- Replace the second paragraph under Section 4 with the following language:

Effective July 1, 2014, employees shall receive a sixteen dollar (\$16) meal allowance for each twelve hours worked. Employees who worked one or more snow storms from January 1, 2014 through June 30, 2014 shall receive one additional meal allowance payment in the amount of \$25.00.

- Replace Section 10 (1) with the following language:

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 if an employee with lower seniority is available to replace said employee.

**2. Amend Article V, Sick Leave, to make the following changes:**

- Replace the first sentence under Section 4 with the following language:

The Township has developed, in accordance with its managerial prerogative, a Sick Leave Abuse Policy. All Employees employed in the Department of Public Works hereby acknowledge that as of the effective date of this Agreement, they have received the Sick Leave Abuse Policy. Any changes made to the Sick Leave Abuse Policy after the effective date of this Agreement shall be distributed to all employees covered under this agreement in person. All new hires and employees transferred into the Division of Public Works after the effective date of this Agreement shall be provided with a copy of the Sick Leave Abuse Policy.

- Add new Section 5, which shall read:

Any employee who has more than eighty (80) sick days banked and who uses zero (0) sick days in a calendar year shall receive two (2) additional personal days to use in the immediately subsequent calendar year. Such personal days must be used in accordance with the provisions of Article III, Section 4 and may not be carried over from year to year and shall not be paid out if unused at the end of the year.

**3. Amend Article VI, Death in Family, to make the following changes:**

- Amend Paragraph 3 to read as follows:

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 the death of an employee's aunt or uncle, the employee shall be granted one working day's absence with pay. The Employer reserves the right to request documentation concerning the relationship.

**4. Amend Article VIII, Work Clothes, to make the following changes:**

- Amend the annual clothing allowance under Section B as follows:

2014	\$1,150
2015	\$1,175
2016	\$1,175

- Replace the first sentence of the third paragraph in Section B with the following language:

The clothing allowance shall be paid twice each calendar year in separate checks, with one half of the clothing allowance being paid no later than the second pay period in July and the second half of the clothing allowance being paid no later than the second pay period in December.

**5. Amend Article XIV, Wages, to make the following changes:**

- Amend and replace Section 1, paragraphs 2, 3 and 4, and the corresponding salary guides annexed to the Agreement, to incorporate the following:

Effective July 1, 2014, all titles in this bargaining unit shall receive an across the board wage increase of two percent (2.0%).

Effective July 1, 2015, all titles in this bargaining unit shall receive an across the board wage increase of one and three-fourths percent (1.75%)

Effective July 1, 2016, all titles in this bargaining unit shall receive an across the board wage increase of one and one-half percent (1.5%).

**6. Amend Article XV, Health Plans, as follows:**

- Add the following language to Section F:

Effective July 1, 2014, co-pays shall not increase for a period of two years. Effective July 1, 2016, the Employer shall have the right to reopen the Agreement for the sole purpose of negotiating medical benefits.

- Add new Section to read as follows:

Effective January 1, 2014, the Township's prescription drug plan shall exclude the medications set forth in Addendum B to this Agreement. The Township agrees to distribute any update to the prescription drug plan's formulary drug list as soon as administratively possible. Within 90 days of the date of such distribution, the Union may accept or reject such update with due notice to the Township. If the Union chooses to reject the update, then the Union shall began participating in a prescription drug plan without a formulary drug list which will result in higher contribution rates.<sup>1</sup>

- Replace the first two sentences of Section K, Paragraph 2 to read as follows:

Effective January 1, 2014, both the POS Plan and the Traditional/PPO Plan shall be amended to provide that there shall be no lifetime maximum medical benefit for major medical for retirees.

- Add the following language to Section M:

Effective July 1, 2014, the Traditional Dental Program shall cover dental implants up to \$500 per year with a 50% co-pay.

- Add a new Section to read as follows:

Effective July 1, 2014, the Township agrees to increase coverage of lasik surgery by 5% of the current dollar amount of such coverage.<sup>2</sup>

- Add the following language to Section N:

Effective July 1, 2014, the coverage for hearing aids shall increase to \$2,000.00 per employee every two (2) years to be paid directly to the employee's medical provider.

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<sup>1</sup> A list of the excluded medications is annexed to this MOA.

<sup>2</sup> The exact dollar amount shall be included in the final collective negotiations agreement as revised by this MOA pursuant to Section 13 below.

**7. Amend Article XXIII, Traffic Maintenance Division, to make the following changes:**

- Add the following Article to Section 4:

VIII, Work Clothes

8. The term of the new Agreement shall be from January 1, 2014 through June 30, 2017.
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 December 31, 2013 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 memberships.
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:**

  
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Dated: 6/9/14, 2014

**FOR TEAMSTERS LOCAL NO.  
469, DIVISION OF STREETS  
AND SEWERS**

  
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Dated: 6-9-14, 2014