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AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, A.F.L. - C.I.O., LOCAL 967

THIS BOOK DOES
NOT CIRCULATE

Middlesex 15/68 - 12/31/69

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure sincere bargaining, to establish proper standards of wages, hours, working conditions and other conditions of employment. The continuous, efficient and proper public service shall be foremost, at all times, by both parties of this Agreement.

ARTICLE II

CIVIL SERVICE COMMISSION AND TOWNSHIP ADMINISTRATION

It shall be understood that the Township and its employees will abide by the rules and regulations of the Civil Service Commission and no provision of this Agreement will, in any way, contravene, the authority and responsibility of the Civil Service Commission or the Woodbridge Township Administration.

ARTICLE III

UNION RECOGNITION AND DEDUCTION OF UNION DUES

Section 1. - The Township recognizes Local 967, American Federation of State, County and Municipal Employees, AFL - CIO as representing its members in the Division of Sanitation.

Section 2 - (Deduction of Union Dues)

The Employer agrees to the adoption of a Union check-off system, whereby union dues, as established by the Union, will be withheld from the Union Member's pay at source. Such withholdings for union dues are to be transmitted to the duly elected Treasurer of the Union. The Union will notify the employer 30 days prior to any change in such dues. The Union agrees to file a dues deduction authorization form with the Employer for each employee, prior to such deductions.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to promote operational efficiency and employee's morale.

Section 2 - Definition

A grievance for purposes of this procedure shall be considered to be an employee complaint concerned with the following:

- a. Discharge, suspension or other disciplinary action.
- b. Alleged favoritism or discrimination.
- c. Interpretation or application of rules or articles of this Agreement or interpretation of rules, regulations and policies of individual departments and the Civil Service Commission as they affect employee's working conditions.

Section 3 - Time Extension

Time extensions beyond these stipulated below may be arrived at by mutual agreement of the parties concerned.

Section 4 - Procedure

(a) Any employee who has a grievance shall, with or without a union steward or other union representative, discuss the grievance with his immediate ⁽¹⁾ supervisor.

(b) If the supervisor and the employee cannot reach an agreement on the grievance, the grievance shall be submitted in writing, signed by the complaintant, and/or his representative, and submitted within five (5) days to the ⁽²⁾ Head of the Division of Sanitation. 2

(c) The Sanitation Division Head's answer shall be submitted in writing to the complaintant within five (5) working days or receipt of the grievance.

(d) If the complaintant is not satisfied with the decision rendered by the Head of the Division of Sanitation, the employee or his representative shall, within ten (10) working days, submit the grievance to the Public Works ⁽³⁾ Director. The Director shall render an answer in writing to the complaintant within ten (10) days of receipt of the grievance. 3

(e) If the complaintant is not satisfied with the decision rendered by the Director, the grievance shall be submitted to the Business Administrator. (14)

(f) In the event the employee feels that further review is desired, he may take the matter to Civil Service Commission for a hearing. (5)

ARTICLE V

UNION STEWARD AND UNION REPRESENTATION

Section 1 - The Employer recognizes and shall deal with the accredited Union Steward and/or the Union President in all matters relating to grievances and interpretation of this Agreement.

Section 2 - A written list of the Union Officials and Steward shall be furnished to the Employer immediately after their designation and the union shall notify the Employer promptly of any changes of such Union Steward.

Section 3 - The President, Vice President, Secretary and Shop Steward of the Woodbridge Sanitation Division along with the Union Representative of Local 967 shall be The Committee to negotiate Contracts between Local 967 and the Township of Woodbridge.

ARTICLE VI

DISCRIMINATION

The Employer will not interfere with or discriminate in respect to any terms or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as described in this Agreement on behalf of the Union, nor will Employer encourage membership in another Union. No union official or member shall in anyway force, intimidate, either through overt acts or by subtle harassment any non-union member to join or participate in Union activities or meetings.

ARTICLE VII

RIGHTS OF MANAGEMENT

The Employer shall have the right to determine all matters concerning the management or administration of the various departments of the Township, the right to direct the working force, to hire and transfer employees, to combine and eliminate jobs and to determine the number of employees needed for specific job assignments.

ARTICLE VIII

NO STRIKE PROVISION

Section 1 - The Union agrees that it will not call or support any work stoppage or strike during the life of this Agreement.

Section 2 - The Employer agrees that there shall be no lockout of employees during the life of this Agreement.

ARTICLE IX

UNION ACTIVITIES

Union activities shall be carried on so as not to interfere with Department operations. Permission to discuss Union business during working hours must be obtained from the Head of the Division of Sanitation.

ARTICLE X

SENIORITY

Section 1 - Seniority standing shall be granted to all employees.

Section 2 - Employment seniority shall consist of accumulated employment with the Township of Woodbridge.

Section 3 - Position Classification Seniority begins from the time one is certified to that Civil Service position by the Civil Service Commission.

Section 4 - In the case of reduction of force, or elimination of a position, Position Classification Seniority shall govern. Lay-offs shall begin with those employees having the least seniority. Employees shall be recalled according to Position Classification Seniority in the inverse order of lay-off.

Section 5 - Notice of all vacancies shall be posted on Employee bulletin boards. Newly created positions, or vacancies, are to be posted in the following manner: The type of work, place of work, rate of pay, hours of work and classification.

Section 6 - The agreed to seniority lists shall be brought up to date on July 1st and January 1st of each year and posted on bulletin boards, such list shall contain dates of hire and classifications. A copy of seniority lists shall be sent by mail to the Secretary or President of the Union.

Section 7 - It shall be the policy of the Employer to promote to supervising positions, in so far as possible, from the ranks of employees.

ARTICLE XI

HOLIDAYS

Section 1 - The Union shall receive the 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 Day
July 4th	Christmas Day

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In addition to the above listed holidays, each employee in the Division of Sanitation and Sewage Treatment shall have his birthday as a holiday.

Section 2 - To be eligible for holiday pay, an employee must work the next scheduled work day after the holiday.

Section 3 - As a general policy, no collections will be made in the Township on the holidays listed above.

Section 4 - If employees are required to work on a holiday due to unusual conditions, employees will receive time and one-half pay for the day worked, plus one day's pay for the holiday.

Section 5 - In the event of double pick-ups (picking up two days refuse in one day), double pay shall be paid all employees engaged in such double pick-ups. The time and one-half (1½) provision shall not be enforced on this day.

Section 6 - The three (3) pick-ups (Two between Christmas and New Years and the one pick-up after New Year's Day) all men and all sanitation trucks will be used to pick-up refuse.

ARTICLE XII

VACATIONS

Section 1 - The time for taking vacations shall be scheduled by the Head of the Division of Sanitation. Individual vacation assignments shall then be distributed in conformance with the schedule on a seniority basis, however, variations will be permitted upon mutual consent of the employee and superintendent. A seniority list shall

be posted in a conspicuous place and preferences for vacations shall be submitted not later than March 1st. Failure to submit the request shall result in loss of seniority rights in regard to vacation requests.

Section 2 - The following vacation schedule will prevail:

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

Employees 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.

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

Section 3 - Leave of absence shall be granted to union officers or delegates to conventions, institutes, or educational conferences by mutual agreement.

Section 4 - Any employees in necessary attendance at meetings with management, dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

ARTICLE XIII

SICK LEAVE

Section 1 - The number of sick days per year will be governed by Civil Service Laws, as applicable.

Section 2 - If an employee is absent on sick leave for a period greater than three working days, he shall be required to present a doctor's certificate to his foreman.

Section 3 - The balance of unused sick leave for the employees shall be posted at least every two (2) months.

ARTICLE XIV

WORK WEEK

Section 1 - The work week for the collection crews will be a five (5) day work week operating from Monday to Friday with Saturday and Sunday as scheduled days off. The actual assigned task to be scheduled Monday, Tuesday, Thursday and Friday with Wednesday to be a call day.

Section 2 - Vacation leave will be charged on the basis of a five (5) day work week. Vacation leave must be taken in minimum periods of five (5) consecutive work days. Any less number of days must be with permission of the Division Head.

Section 3 - A day lost due to illness will be charged as one (1) day against the employees sick leave.

Section 4 - The Employer agrees to pay a bonus of \$.50/hr. for the collection of refuse under hazardous snow storm conditions. If there is a snow storm in excess of 4", this premium shall be paid until the streets are plowed. The period of this premium pay shall be determined, in writing, by the Director of Public Works.

Section 5 - Whenever a truck is delayed, due to a mechanical failure, in excess of one hour, the crew on such truck shall receive extra pay for the period of delay at the rate of time and one-half.

ARTICLE XV

HEALTH AND WELFARE

Section 1 - The Employer agrees to assume the full cost of family coverage of the present Blue Cross and Blue Shield Plan or equivalent coverage now offered to the employee.

Section 2 - The Employer agrees to assume the full cost of the Rider "J" and add this to the hospitalization plan now established by the Township.

ARTICLE XVI

SAFETY COMMITTEE

Section 1 - The Union shall appoint one of its members as a member of the Township Safety Committee.

ARTICLE XVII

LONGEVITY PLAN

Section 1 - The Employer agrees to pay, as a fringe benefit, the following longevity plan:

- 1% of base yearly salary for 5 to 10 years of service
- 2% of base yearly salary for 10 to 15 years of service
- 3% of base yearly salary for 15 to 20 years of service
- 4% of base yearly salary for 20 to 25 years of service
- 5% of base yearly salary for 25 years and older.

Section 2 - The Employer agrees to pay this Longevity pay to all employees of the union who are on the payroll as of December 1st of the year of the longevity payment. It shall be paid in a lump sum amount prior to the Christmas Holidays. The percentage figure shall be computed on a full years salary basis.

Section 3 - The Employer agrees to use employment seniority as a means to determine the years of established service by the employee.

ARTICLE XVIII

UNIFORMS AND FOUL WEATHER GEAR

Section 1 - The Employer agrees to provide the Division of Sanitation Employees with uniforms and foul weather gear. Summer uniforms to be furnished between May 1st and October 1st. Winter uniforms to be furnished between October 1st and May 1st.

Section 2 - Loss of uniforms and foul weather gear will result in replacement and in pay deductions sufficient to cover the loss from the employee responsible.

Section 3 - Individual half lockers will be provided to all of the Sanitation employees and a partition for the locker room will be provided.

Section 4 - The Employer agrees to provide three (3) good pairs of safety shoes per year for every employee.

Section 5 - The Employer agrees to furnish during the winter season a 3/4 length jacket for each employee. This jacket shall be returned to the Division of Sanitation at the end of the winter season.

Section 6 - The Employer agrees to furnish six (6) pairs of Wolverine gloves per year.

ARTICLE XIX

DISTRIBUTION OF OVERTIME

Overtime shall be divided and rotated as equally as possible within the Division according to seniority and among those employees who regularly perform such work.

ARTICLE XX

GENERAL PROVISIONS

Section 1 - The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 2 - It is understood and agreed that if any part of this Agreement is in conflict with applicable Federal or State Laws, that such part shall be suspended and the appropriate applicable provision shall prevail, the remainder of this Agreement shall not be affected thereby.

Section 3 - No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this Agreement.

Section 4 - This Agreement shall become effective when signed by both parties and remain in full force and effect until December 31, 1969.

Section 5 - Any previous agreement either verbal or written is rescinded upon proper execution of this Agreement.

Section 6 - This Agreement shall not prevent the employees of the Division of Sanitation from receiving any general fringe benefits awarded the employees of the Township of Woodbridge by legislative action of the Municipal Council during the period of this Contract.

Section 7 - The employees shall have the right to open negotiations on salaries between November 1st and December 31st of each year. Should there be a dispute as to salaries, the employees shall not cease work and all salary disputes when settled shall be retroactive to the agreed date between the Parties.

ARTICLE XXI

SALARY RANGES

The Salary Ranges for each of the Position Classifications, as agreed to be established by Municipal Council, and established and made part of this Agreement and shown in Appendix 'A' ATTACHED HERETO.

ARTICLE XXII

Whenever there is an increase in population which would cause an unequal distribution of work load, a review shall be made so that the work load will be equalized.

IN WITNESS WHEREOF, the parties hereto have set their hands on
this 15th day of MARCH, 1968.

FOR THE EMPLOYER:
TOWNSHIP OF WOODBRIDGE, N. J.

FOR THE UNION LOCAL 967 OF
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO.

Charles W. Beagle
John A. Conroy

Jack Merkel Council Rep
Joseph Gulino
Rocco Sememe
Richard Horvath
Paul Marjitta
Vincent Melvono

APPENDIX 'A'

SALARY INCREASE

<u>POSITION CLASSIFICATION</u>	<u>SALARY INCREASE</u>	<u>SALARY RANGE</u>	
		<u>PER DAY</u>	
		<u>MIN.</u>	<u>MAX.</u>
Heavy Laborers	\$350 per year	18.82	23.53
Truck Driver	\$350 per year	20.66	24.98
Heavy Equipment Operator	\$350 per year	22.77	27.40
Mechanical Repairman	\$350 per year	22.77	27.40
Mechanical Repairman Helper	\$350 per year	20.66	24.98
All other members of the Division of Sanitation	5.0%		