

3-0037
BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1964

MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1964

PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the "Employer", and Local 1964, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment in the Division of Sanitation, Department of Public Works for: all of its members in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

2. UNION SECURITY

OK 2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.

3. GRIEVANCE PROCEDURE

OK 3.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

OK Step 1. The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence; if at that time the steward is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.

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Step 2. If the grievance has not been settled, it shall be presented in writing by the Union steward (or Union grievance committee member) to the Head of the Division of Sanitation within seven (7) days after the supervisor's response is due. The Head of the Division of Sanitation shall respond to the Union steward or grievance committee in writing within five (5) working days.

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Step 3. If the grievance still remains unadjusted, it shall be presented by the Union steward, Union representative or grievance committee to the department or division director in writing within seven (7) days after the response of the Head of the Division is due. The Director shall respond in writing to the Union steward, representative or grievance committee within ten (10) working days.

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Step 4. If the grievance is still unsettled, it shall be presented by the Union steward, Union representative or grievance committee to the Business Administrator within seven (7) working days after the response of the Director is due.

Step 5. If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Business Administrator, request review by the Civil Service Commission, or by a mutually agreed upon agency.

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Step 5. If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.

3.2 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the *state mediation service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The Employer shall strike the first name; the Union shall then strike one name, etc., and the name remaining shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

* American Arbitration Association may be substituted for state mediation service.

A handwritten signature in dark ink, appearing to be a stylized name, possibly 'Jm' or similar, written in a cursive style.

3.2 The Union will notify the Employer in writing of the names of its employees, maximum of four (4), who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other Union representatives, employees, and with Employer representatives regarding matters of employee representation during working hours without loss of pay, ~~without disruption or interference with the operation of the Division.~~

3.3 Representatives of the Union, who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

4. DISCRIMINATION

4.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

4.2 No Union official or member shall in anyway force, intimidate, either through overtacts or by subtle harassment any non-union member to join or participate in Union activities or meetings

5. RIGHTS OF MANAGEMENT

5.1 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

~~employees~~ employees, to ~~eliminate~~ eliminate jobs and to determine the number of employees needed for specific job assignments.

6. SENIORITY

OK 6.1 Seniority is defined as an employees total length of service with the Employer, beginning with his original date of hire.

OK 6.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

OK 6.3 If a question arises concerning two or more employees who were hired on the same date the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name first preference, etc. For the employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

OK 6.4 In all cases of promotions, demotions, layoff, recall, shift assignment, building assignment, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

OK 6.5 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 lists 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.

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6.6 The Employer shall promptly advise the appropriate Union

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representative of any changes which necessitate amendments to the seniority list.

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

7. POSTING

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7.1 Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs, are to be posted in the following manner:

Classification
Location
Rate of Pay
Hours of Work
Person to Contact

8. HOLIDAYS

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8.1 New Year's Day * Columbus Day
Lincoln's Birthday Election Day (General)
Washington's Birthday Veteran's Day
Good Friday Thanksgiving Day*
Memorial Day Christmas Day*
July 4th Employee's Birthday
Labor Day

* The department will not work on these holidays, on all other holidays the day that will be honored will be by mutual agreement.

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8.2 To be eligible for holiday pay, an employee must work the next scheduled work day after the holiday or ~~can be paid at the discretion~~ *unless on excused absence*

by the ~~Head~~ Head. of the Division of Sanitation.

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8.3 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.

8.4 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.

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

8.6 Should any other day not listed herein be declared as a national or State holiday, either by executive order of the President of the United States or of the Governor of New Jersey, any such holidays will be considered the same as all other holidays set forth in this Agreement.

9. VACATIONS

9.1 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.

9.2 The following vacation schedule will prevail:

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

Employees pay check for his earned vacation shall be given to the employee prior to start of his vacation provided that a request ^{in writing} 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.

10. LEAVES OF ABSENCE:

OK 10.1 Sick Leave - Employees shall be entitled to fifteen (15) days with pay per year and shall be accumulative. Paid sick leave time may be used by an employee for sickness or injury or another member of his family which results in the absence of the employee from his work.

Regardless of the amount of paid sick leave to which an employee may be entitled, where the nature of his non-occupational related illness or injury requires an extended period of absence. He shall be granted a leave of absence by the employer for a period up to six (6) months, as needed, and may be extended as required on the advice of his physician for additional periods thereafter.

The balance of unused sick leave for the employees shall be posted at least every six (6) months.

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10.2 Funeral Leave - In the event of death of a member of the employee's immediate family, the employee shall be granted ^{3 days} absence with pay. ~~in accordance with present Township policy as set forth in the policy manual.~~

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10.3 Union Employment - An employee who is employed by the Union will be granted a leave of absence without pay for a period of six months (6).

Upon request of the Union such leaves may be extended from ~~two (2) years~~ ^{year to year}.

OK 10.4 Union Business - Officers and delegates of the Union will be granted time off without loss of pay for the purpose of attending Union conventions or conferences provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed 15 man days.

OK 10.5 Union Educational Leave - Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union when submitted notice by the Union that said employee or employees have been accepted for schooling. Ten (10) working days per year shall be allocated for Union educational leave purposes. (Two (2) employees only shall take leave at any one time and any one employee shall take no more than five (5) working days of this leave per year. The Union agrees to use this leave reasonably.

Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges, or benefits.

11. WORK WEEK

OK 11.1 The work week for the collection crews will be 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.

OK 11.2 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.

OK 11.3 A day lost due to illness will be charged as one (1) day against the employee's sick leave.

OK 11.4 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.

OK 11.5 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.

12. INSURANCE

OK 12.1 The Employer shall assume the full cost of family coverage of the present Blue Cross and Blue Shield Plan along with Major Medical and Rider "J" and shall not make any change except in the case of a new Plan that is equivalent or better to the employees.

13. HEALTH AND SAFETY

OK 13.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools, or devices needed in order to insure their safety and health as mutually agreed upon.

The Employer and the Union shall each designate a safety committee member. It shall be their joint responsibility to investigate

and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted reasonable opportunity to visit throughout the employers facilities for the purpose of investigating safety and health conditions, during working hours with no loss of pay.

14. LONGEVITY PLAN

14.1 The Employer agrees to pay, as a fringe benefit, the following longevity plan:

1 1/2% of base yearly salary for 5 to 10 years of service
3% of base yearly salary for 10 to 15 years of service
4 1/2% of base yearly salary for 15 to 20 years of service
6 % of base yearly salary for 20 to 25 years of service
7 1/2% of base yearly salary for ~~25 years and older.~~ *over,*

14.2 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.

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

OK 15. UNIFORMS AND FOUL WEATHER GEAR

OK 15.1 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.

OK 15.2 Loss of uniforms and foul weather gear will result in replacement and in pay ~~and~~ deductions sufficient to cover the loss from the employee responsible.

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

15.4 The Employer agrees to provide three(3) good pairs of safety shoes per year for every employee, and insulated boots for all the employees in the Division of Sanitation.

15.5 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. Also coveralls for all mechanics will be provided.

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

16. DISTRIBUTION OF OVERTIME

16.1 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.

17. PAY SCALES

17.1 The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

During the term of this Agreement the pay scales will not be changed unless by mutual consent of both parties.

18. GENERAL PROVISIONS

18.1 Bulletin boards will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

OK 18.2 Nothing herein shall be construed to deny to any individual employee his rights under Civil Service laws or regulation.

OK 18.3 Should any portion of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

OK 18.4 It is agreed that representatives of Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such.

OK 18.5 No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this Agreement.

OK 18.6 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.

OK 18.7 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.

OK 19. NO STRIKE PROVISION

OK 19.1 The Union agrees that it will not call or support any work stoppage or strike during the life of this agreement.

OK 19.2 The Employer agrees that there shall be no lock out of employees during the life of this agreement.

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20. TERMINATION

20.1 This agreement shall be effective as of the 1st day of January, 1976, and shall remain in full force and effect until the 31st day of December 1976.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 60 days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

19.2 In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than 30 days prior to the desired termination date.

[Handwritten signature]

IN WITNESS WHEREOF, the parties hereto have set their hands on

this 23rd day of April, 1970.

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
Richard W. Campana

Joseph G. Scudis Sr.
Jim Scudis
Ross J. Jemine
Raymond J. Hinton Sr.
Paul R. Magratta

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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	\$650 per year	18.82	27.74
Truck Driver	\$650 per year	20.66	29.29
Heavy Equipment Operator	\$650 per year	22.77	31.87
Mechanical Repairman	\$650 per year	22.77	31.87
Mechanical Repairman Helper	\$650 per year	20.66	29.29
All other members of the Division of Sanitation	8.0%		

