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AGREEMENT

TOWNSHIP OF WOODBIDGE, Township of

AND

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

IBT, Local 469

(DIVISION OF STREETS AND SEWERS)  
FOREMEN

X January 1, 1983 - December 31, 1983

MURRAY & GRANELLO, ESQS.  
25 Sycamore Avenue  
Little Silver, New Jersey 07739  
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ARTICLE I

RECOGNITION

Section 1: The Employer hereby recognizes the Union as the representative of the Foremen of the Division of Streets and Roads 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 Foreman shall have the right, at any time, to present his own grievance or proposal. Any Union Foreman shall have the right, at any time, to present his own grievance or proposal and to have a Union representative present, at the Foreman's request.

Section 3: The Employer agrees to deduct the initiation fee and/or dues from the wages of each Foreman 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 Foreman 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 the 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 representation 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 Foreman shall receive a minimum guarantee of forty (40) hours 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).

Saturday work 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 a Foreman 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 Foreman shall be present and available for such minimum time.

Foremen reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work or pay.

When a Foreman 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 time (2) rate, plus holiday pay. (Triple (3) time for eight (8) hour day). If a Foreman 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 4:30 p.m. Friday to 8:00 a.m. on the following Monday, regardless of holidays. All Foremen wishing to volunteer for such stand-by work shall apply to the Division Head and Foremen shall serve in rotation from a list of such volunteers, prepared by the Division Head, provided that the Foremen 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 Foremen shall not apply to the stand-by program.

Section 2: Lunch period for Foremen starting at 8:00 a.m. to be 12:00 noon to 12:30 p.m., for which Foremen shall not be paid. Should a Foreman 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.

Past practices shall continue as to starting time.

Foremen 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 a Foreman 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 Foreman arrives within a reasonable time.

When a Foreman is called to work under the above condition, he shall be granted a minimum of eight (8) hours work or pay. All hours worked outside of the Foreman'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 a Foreman is called in outside of his 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 the double (2) time rate for all hours worked outside the Foreman's regularly scheduled hours.

When supervising plowing snow and sanding, the Foreman, after supervising sixteen (16) hours, continuous, shall be granted six (6) hours rest and be paid for four (4) hours at straight time rate, providing the Foreman reports back to work, if required. When supervising snow plowing and sanding, the Foreman shall receive double (2) time after 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 8:00 a.m. to 4:30 p.m. Monday through Friday.

Section 4: When a Foreman 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.

Foremen to be granted a meal allowance of Four Dollars and Fifty Cents (\$4.50) for each twelve (12) hours worked.

Section 5: Call-in Time - Concerning unusual, unavoidable and extreme circumstances of an acceptable nature, whereby any Foreman 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.

ARTICLE III

HOLIDAYS

Section 1: The Foremen 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
Fourth of July	

In addition to the above listed legal holidays, each Foreman 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 of the above enumerated holidays falling on a regular work day, Monday through Friday, and Foremen 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 a Foreman's vacation period, such Foreman shall receive an additional day's vacation.

ARTICLE IV

VACATIONS

Section 1: Up to one (1) year of service, each Foreman shall receive one (1) working day vacation, with pay, for each full month of service. New Foremen are eligible for their accumulated vacation after one (1) year of service from date of hire.

Foremen 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 and over of service	-	30 days vacation with pay

Foreman's pay check for his earned vacation shall be given to the Foreman 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 Foremen shall be given preference in the selection of vacation periods, where consistent with work schedules.

Section 3: Any Foreman eligible for vacation, whose employment is terminated for any reason whatsoever, shall nevertheless receive a prorated vacation.

Section 4: Vacation time may not be accumulated for more than two (2) years.

ARTICLE V

SICK LEAVE

Section 1: Foreman to receive fifteen (15) days sick leave per day after one (1) year's service, with pay.

Foremen 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, Foremen may accumulate, but not take sick leave.

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

Section 2: After one (1) year's service, Foreman shall be entitled to not more than three (3) days of 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 one (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.

Section 3: If, at any time, during the term of this Contract, the State allows Foremen to be covered by a State Unemployment Compensation Act, the Foremen covered by this Contract shall be entitled to full amount 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 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 EMPLOYEE SECURITY

Section 1: Newly hired Foremen shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such Foremen may, during their trial period, be terminated at any time during said period, without recourse whatsoever.

Section 2: Upon completion of the probationary period, such Foremen'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. 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 Foremen, provided Foremen 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 (1) 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: A Foreman shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation;
- (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 Foreman laid off, providing, however, that such Foreman has the qualifications for the position for which he is recalled. Under no circumstances shall the Employer hire from the open market while Foremen on recall list qualified to perform the duties of the vacant position are ready, willing, and able to be reemployed. The last Foreman laid off from a position will be the first recalled to that position.

Section 9: A Foreman 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 a Foreman who has been laid off shall be made by registered or certified mail to the last known address of such laid off Foreman.

ARTICLE VIII

WORK CLOTHES

Section One: All Foremen shall be provided with the following, without cost to them:

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

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

(c) 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 (1) pair of rubber gloves to be issued to all Foremen where necessary, to be replaced as required, upon receipt of the damaged rubber gloves up to a maximum of two (2) pairs per year.

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

(e) All bid specifications on designated uniforms shall indicate that they be American made.

Section Two: 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.

Section Three: Laundry service is to be provided similar to the Sanitation Department.

Section Four: (\*) The Employer agrees to the replacement of winter slush boots with insulated winter boots in the following manner: One-third (1/3) of the employees will be eligible to have slush boots replaced in 1983, and the remaining employees will be eligible to have slush boots replaced with insulated winter boots during the winter of 1984. Thereafter, all boots will be replaced based on the current practice of normal wear and tear replacement.

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 a Foreman because of his activities as a member of the Union. There shall be no discrimination against any Foreman 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 Foreman shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed waived by the Union and the Foreman.

Section 4: In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1: The Foreman and the Steward or the Foreman 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 Foreman 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 Roads. 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 representative 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) The 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.

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 the 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 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 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 Foremen 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 Foreman 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 date when the incident occurred. During these three (3) working days the Employer and the 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 nor suspend any Foreman without just cause. In all cases involving discharge or suspension of a Foreman, the Employer must immediately notify the Foreman 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. If after the cooling off period as established by Section 6 of this Contract 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 and within five (5) days of the date it is determined that no action should be taken. If 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 personnel file within five (5) days of the date of the adjudication in favor of the employee.

C. Any Foreman 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 Foreman 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 to a discharged or suspended Foreman, 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.

ARTICLE XIII

JURY DUTY

A Foreman 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

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 Foremen who are certified as permanent employees shall receive the maximum rate as shown on the attached Schedule "A", to be effective and retroactive to January 1, 1983.

Section 2: New Foremen hired after January 1, 1983, shall be hired at the minimum rate in that classification for which he is employed. After six (6) months service, he shall receive an increment equal to one-half (1/2) the difference between the minimum and maximum rate for his classification. Any Foreman 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 Foreman does pass the test.

By January 1st next after one (1) full year of service, Foreman 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, Foremen shall receive a longevity bonus in accordance with the following schedule:

<u>Ye ars 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 XVI

MEDICAL, SURGICAL AND HEALTH PLANS

A. No medical, health or dental rights, privileges or benefits currently in effect for Foremen 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.

ARTICLE XVII

APPLICATION OF SENIORITY

Seniority shall prevail in all work assignments in such classification. When there are more Foremen in each classification than required, the most senior Foreman in this classification shall be assigned to perform the duties required.

When a Foreman 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.

Where three 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, work shall be rotated among the qualified Foremen. Whenever an alternate is needed, the Shop Steward shall be called first.

ARTICLE XVIII

SAFETY COMMITTEE

All complaints regarding a Foreman'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

FIFTEEN MINUTES WASH UP

Foremen will be allowed to have a fifteen (15) minute wash up.

ARTICLE XX

NO STRIKE NO 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 Foreman 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 Foremen 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 the 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 places 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 XXI

TERMINATION OF DIVISION OF STREETS & SEWERS

(FOREMEN)

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 the year thereof. The Union agrees that no demand for an increase in severance pay will be made during the next negotiation sessions.

ARTICLE XXII

TEMPORARY DISABILITY BENEFIT

Temporary disability benefits equal to the State Disability Plan will be provided by the Township to the Foremen at no cost to the Foremen.

ARTICLE XXIII  
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 or 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 XXIV

TERM OF AGREEMENT

Section 1: This Agreement shall become effective as of the first day of January, 1983, and shall remain in full force and effect and expire on December 31, 1983.

Section 2: This Agreement shall not prevent the Foremen of the Division of Streets and Roads from receiving any general fringe benefits or holidays awarded the Foremen 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

By Joseph DeMarino  
JOSEPH DEMARINO, MAYOR

ATTEST:

Mary Csete  
Deputy Municipal Clerk

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

ATTEST:

Joseph Staszewski

By Ralph P. P.

DEPARTMENT OF PUBLIC WORKS - DIVISION OF STREETS AND ROADS, FOREMEN

1983 - SCHEDULE "A"

<u>HOURLY EMPLOYEES</u>	<u>MINIMUM</u>	<u>6 MONTH SERVICE</u>	<u>1983 MAXIMUM</u>
Maintenance Repairer Foreman	\$ 9.79/hr.	\$ 9.89/hr.	\$10.14/hr.
Sewer Foreman	\$10.29/hr.	\$10.39/hr.	\$10.64/hr.
Street Foreman	\$ 9.79/hr.	\$ 9.89/hr.	\$10.14/hr.
Equipment Operator (Sweeper) Foreman	\$ 9.79/hr.	\$ 9.89/hr.	\$10.14/hr.
Tree Foreman	\$ 9.79/hr.	\$ 9.89/hr.	\$10.14/hr.