

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

TEAMSTERS LOCAL NO. 469. DIVISION OF SANITATION AND EQUIPMENT REPAIR
SUPERVISORS.

(DIVISION OF SANITATION AND EQUIPMENT REPAIR SUPERVISORS)

January 1, 2011 to December 31, 2013

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PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the “Employer,” and Teamsters Local No. 469, Division of Sanitation and Equipment Repair Supervisors, hereinafter referred to as the “Union,” has as 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.

ARTICLE I

RECOGNITION

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 and Equipment Repair Department of Public Works for all Sanitation Supervisors and Supervising Mechanics, but excluding managerial executives, professional employees, clerical employees and all other employees except such additional classifications, as the parties may later agree to include.

ARTICLE II
UNION SECURITY

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.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union shall indemnify and hold the Employer harmless against any and all claims,

demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE III

GRIEVANCE PROCEDURE

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:

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) working days of its occurrence or within ten (10) working days of the time the employee should reasonably have known of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2: If the grievance still remains unadjusted, it shall be presented by the Union Steward or Union representative to the Head of the Division of Sanitation, in writing, within seven (7) days after the response of the employee's Immediate Supervisor is due. The Division Head shall respond in writing to the Union Steward or Union representative within ten (10) working days.

Step 3: The Stewards and Union will discuss the grievance with the Director of the Department of Public Works. The parties shall meet within seven (7) days of the receipt by the Director of the written grievance, and shall promptly convene to consider the grievance. The Director 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. The Director's failure to render a decision within the time prescribed shall constitute a denial of the grievance at this Step. If the grievance is not resolved by the Director, then the Union may forward the matter to the next step in the procedure.

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. The Business Administrator shall respond in writing to the Union Steward, representative or Grievance Committee within then (10) working days.

Step 5: If the grievance is not resolved by the Business Administrator, then the Union may submit the matter to arbitration before an arbitrator appointed by and in accordance with PERC practices and procedures for arbitration.

2. The Union shall have the right to take up a suspension or discharge at the third step.

3. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union. If the parties fail to agree upon an Arbitrator, the New Jersey Public Employment Relations Commission (“PERC”) shall be requested by either or both parties to provide a panel of Arbitrators. The Arbitrator will be selected according to the rules and regulations of PERC.

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 the compensation of 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.

4. The Union will notify the Employer in writing of the name of the employee who is designated by the Union to represent employees under the Grievance Procedure. The Employee 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.

5. 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.

6. No employee shall be disciplined except for just and proper cause.

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.

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 arbitration provided that such an appeal is joined in by the employee in writing. Matters for which an appeal mechanism is prescribed by law to the Department of Personnel shall not be submitted to arbitration.

The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

7. Employees shall continue to observe all assignments and rules and regulations

during the pendency of the grievance and until it is fully determined, except where an imminent danger to safety and health exists.

ARTICLE IV

NON-DISCRIMINATION

1. The Employer agrees that there shall be no discrimination or favoritism for reasons of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, genetic information, sex, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, refusal to submit to a genetic test or make available the results of a genetic test or handicap or perceived handicap, political affiliation, Union membership or lack of Union membership or participation in or lack of participation in legal Union activities.

2. No Union official or member shall in any way force, intimidate, either through overt acts or by subtle harassment, any non-union member to join or participate in Union activities or meetings.

ARTICLE V

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 employees, to eliminate jobs and to determine the number of employees needed for specific job assignments, except to the extent that these rights are specifically modified or limited by either this Agreement or by statute.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established, as same as provided for by Statute.

ARTICLE VI

SENIORITY

1. Overall seniority is defined as an employee's length of service with the Employer, beginning with his original date of hire. Sanitation Division seniority shall mean the length of continuous service with the Division of Sanitation.

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.

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 names 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.

4. The agreed to seniority list 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 division. A copy of the seniority list shall be sent by mail to the President of the Union.

5. The Employer shall promptly advise the appropriate Union representative of any changes that necessitate amendments to the seniority list.

ARTICLE VII

POSTING

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

ARTICLE VIII

HOLIDAYS

1. The employee will receive thirteen (13) official holidays per year as presently authorized by the municipal council.

| | |
|-------------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Election Day (General) | Washington's Birthday |
| Veteran's Day | Good Friday |
| Thanksgiving Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| July 4 th | |

In addition to the above listed legal holidays, each employee hired prior to January 1, 1999 shall be given his birthday as a holiday. Employees hired on or after January 1, 1999 are not eligible for the employee birthday holiday.

Birthday holiday for employees hired prior to January 1, 1999 may be taken anytime within that month provided the day off is requested seventy-two (72) hours in advance and is approved by the supervisor.

2. To be eligible for holiday pay, an employee must work the day before and the day after the holiday unless said employee is on excused absence by the Head of the Division of Sanitation.

3. If employees are required to work on garbage collection on a holiday due to unusual conditions, employees will receive double time pay for the day worked, plus one day's pay for the

holiday.

4. Should any other day not listed herein be declared as a national or State holiday either by the Executive Order of the President of the United States or the Governor of the State of New Jersey declaring same pursuant to N.J.S.A. 36:1-1, any such holidays will be considered the same as all other holidays set forth in this Agreement.

ARTICLE IX

VACATIONS

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. Management retains the right to approve or disapprove vacation requests due to staffing requirements. Failure to submit the request shall result in loss of seniority rights in regard to vacation request.

2. The following vacation schedule will prevail:

| | |
|-------------------------------|---------------------------|
| 1-5 years of service | 12 days vacation with pay |
| 5-10 years of service | 15 days vacation with pay |
| 10-15 years of service | 18 days vacation with pay |
| 15-20 years of service | 20 days vacation with pay |
| 20-24 years of service | 28 days vacation with pay |
| 25 years of services 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 in writing for said paycheck is made at least two (2) weeks prior to this vacation date.

Vacation time must be used in the year earned except that vacation time may be carried over into the following year due to business necessity. The time carried over must be used the following year or it will be lost.

3. 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 lesser number of days must be with permission of the Division Head.

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

5. In addition to the above vacation days, all employees shall be entitled to three (3) personal days per year to be used one day at a time or in conjunction with scheduled vacations. These days may be used for family emergencies subject to the prior approval of the Director of Public Works or his or her designee. Personal days must be used in the year earned and cannot be converted into vacation days. Notwithstanding the above, if the employee requests the use of the personal days prior to November 1, of the year earned, and the use of the requested days is denied by the employer, the employee may carry the days over into the following year as personal days and the days must be used in that year.

ARTICLE X

LEAVES OF ABSENCE

1. An employee shall be entitled to fifteen (15) days with pay per year for sick leave and said days shall be accumulative. Paid sick leave time may be used by an employee if a member of his family is seriously ill or has been seriously injured, thereby requiring the employee to remain at home so as to assist the family member. The word "family" is herein defined so as to include and be restricted to the employee's wife, children, brothers, sisters, stepchildren, stepbrother, stepsister, stepmother, stepfather and mother or father or other relative living in the immediate household. A doctor's certificate may be required where such requirement seems reasonable. Abuse of sick leave is grounds for discipline.

2. Funeral Leave. In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive working 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, father-in-law, stepchildren, stepbrother, stepsister, stepmother, and stepfather 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 working days absence with pay.

3. At the time of death or retirement, an employee hired prior to January 1, 1999 shall be entitled to payment for all accumulated unused sick leave, to be paid at the rate of one-half (1/2) of the rate of pay in effect on the date of retirement or death, up to a maximum of Fifteen Thousand Dollars (\$15,000). For employees hired on or after January 1, 1999, the maximum sick leave

payment is Seven Thousand Five Hundred Dollars (\$7,500). All vacation time must be used prior to retirement in order to be able to receive sick leave payment except when approved by the Business Administrator upon recommendation of the Department Head for reasons of Township business.

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 required an extended period of absence, he shall be granted a leave of absence without pay for a period of up to six (6) months, as needed, and may be extended as required upon the advice of a physician for additional periods thereafter, subject to the Employer's approval.

4. Jury Duty. If an employee is required to serve on jury duty and such duty requires his presence beyond noon, he will be paid for each day of jury duty. If the employee is dismissed from jury duty before noon, he shall immediately report to work and shall receive a full day's pay.

5. The Township has developed, in accordance with its management prerogative, and distributed to each employee, either in person, through the intranet or via electronic mail, a Sick Leave Abuse Policy. In the event that an employee is suspected of abuse of this policy, said employee shall be subject to the following disciplinary schedule:

1st Offense - Verbal Warning

2nd Offense - Written Warning

3rd Offense - Minor Discipline (1 Day)

4th Offense – Minor Discipline (3-5 Days)

5th Offense - Major Discipline (5+ Days)

6th Offense – Termination

ARTICLE XI

PICKUP SYSTEM AND SNOW REMOVAL

Sanitation crews are on a finish and go home system. (When a crew finishes its own route and truck is dumped they are allowed to go home regardless of the time.) At least one supervisor will remain on duty until all employees' regular routes are completed.

If another crew is in trouble due to breakdowns, another truck may be sent to help them, which would constitute overtime for helper truck if its own route is completed.

Employees will work five (5) eight (8) hour days Monday through Friday before receiving overtime to complete their own route. Starting time for employees is set by the Director of Public Works or his designee.

Any change in the work schedule is subject to the discretion of the Director of Public Works.

The Township will notify employees in Equipment Repair of a change in shift four (4) working days in advance except in an emergency.

Employees in the Sanitation Department who work on snow removal shall be paid at the same rate and shall receive the same benefits as employees in the Road Department. When operating during snow events where both garbage pick-up and snow removal is necessary, Supervisors shall be paid the regular rate of pay until such time as every assigned route vehicle has completed their assigned route and Supervisors are asked to remain for snow control duty, at which time, the Supervisors shall be paid the double time rate for such snow duties.

When working snow removal and work continues into the normal shift, the double time rate shall continue in effect. This shall apply to equipment repair and sanitation.

When overtime is required due to snow plowing this overtime shall be paid in a separate pay check.

Sanitation Supervisors shall be called in for snow removal whenever Road Department Supervisors are called in for snow removal services.

ARTICLE XII

INSURANCE

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, except as outlined below.

B. For the purpose of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice. The family deductible shall be met when any combination of insureds (employee or dependent) meet the deductible.

C. The Township will continue to offer the Traditional/PPO and POS health benefit plans. The Traditional/PPO health benefit plan will not be available to employees hired on or after January 1, 2009.

D. Under the Traditional/PPO Plan, the family deductible shall be \$1,000.00 for all employees. The single deductible shall be \$500.00 for all employees. The employees' annual maximum out-of-pocket expense shall be \$2,500.00 per person, per year.

E. Under the Traditional/PPO plan, employees shall contribute fifteen percent (15%) toward the plan cost; however, the employee contribution shall not increase by more than 12% in any given calendar year. Effective January 1, 2012, under the Traditional/PPO plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee's contribution is less than fifteen (15%) of the plan cost. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents.

F. Under the POS Plan, the co-pay for a Regular Office visit shall be \$5.00 and the co-

pay for a Specialist Office visit shall be \$10.00.

G. Under the POS plan, employees shall contribute five percent (5%) toward the plan cost; however, the employee contribution shall not increase by more than 10% in any given calendar year. Effective January 1, 2012, under the POS Plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee's contribution is less than five (5%) of the plan cost. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents.

H. Both the POS Plan and Traditional/PPO Plan shall be amended to provide that deductibles for out-of network Surgi Centers shall be \$1,000.00, up to a maximum benefit of \$3,000.00.

I. The Township agrees to provide a \$5.00 co-pay prescription plan for generic drugs, a \$17.50 co-pay prescription plan for brand name drugs, and a \$25.00 co-pay for non-preferred name brand drugs for the employee and his dependents. For any mail order prescription, each employee shall pay \$7.50 for generic drugs, \$26.00 for preferred name brand drugs, and \$37.50 for non-preferred name brand drugs. If there is a single source brand drug for which there is no chemical or therapeutic equivalent, the source brand drug shall be provided at the preferred drug co-pay rate, even if the drug falls under the non-preferred status.

J. The Township's prescription plan shall cover the cost of birth control pills.

K. Retirees with twenty-five (25) or more years of service with the Township will not be obligated to pay medical and hospital benefits. Effective January 1, 1991, a minimum of ten (10) years of service with the Township is required for retiree eligibility to participate in the group plan at the retiree's own cost.

L. The lifetime retiree maximum medical benefit for major medical under the Traditional/PPO plan shall be \$250,000 effective January 1, 2009. The lifetime retiree maximum medical benefit for major medical under the POS plan shall be \$1,000,000 effective January 1, 2009. The Township agrees to provide retirees Prescription Plan Drugs card coverage in which the covered person will pay 20% of the cost of covered/eligible prescribed drugs and the Township will pay 80%. Retirees' annual maximum prescription out-of-pocket is to be capped at \$1,200.00. Once the \$1,200.00 maximum prescription out-of-pocket is reached, the retiree may submit the co-pays to the Township for reimbursement.

M. The 80th percentile Usual and Customary out-of-network payment schedule shall be replaced with an out-of-network payment schedule based on the 200% of Medicare fee standard.

N. The Traditional Dental Program coverage will be \$2,000.00 per year, per person. The orthodontic service coverage will increase to \$3,000.00, effective January 1, 2012.

O. The Township agrees to provide coverage for hearing aids in an amount equal to \$1,500.00 per employee to be paid every two (2) years.

P. The Township agrees to provide optical insurance for the employee and his dependents pursuant to the Township's vision plan. Effective January 1, 2012, the eyeglass benefit shall be increased to \$200.00 and the eye contact lenses benefit shall be increased to \$235.00.

Q. The Township agrees to provide Zyban (annually with prescription) as specified in the Township Health Insurance Plan.

R. The Township shall implement pre-admission certification and second surgical opinion programs as specified in the Township Health Insurance Plan.

S. The Township agrees to provide well-baby care as specified in the Township Health

Insurance Plan.

T. Corrective footwear which is prescribed by a doctor will be covered under the Township prescription plan.

U. The Township agrees to provide coverage for routine physical examinations, laboratory tests and routine chest x-rays subject to plan deductibles, and co-pays, and limits as specified in the Township Health Insurance plan.

V. The Township agrees to provide coverage for mammograms every year after age 40.

W. The Township's self-insured plan shall be improved to pay the cost of an annual Well Woman physical examination which shall include the cost of the Pap test and visit.

X. The Township agrees to explore establishing a Group long term health care policy as a voluntary benefit at no cost to the Township.

Y. The Township will create a medical savings account "MSA" for medical benefits only. The MSA would place a uniform dollar amount on the medical benefits provided to employees. A percentage of the unspent balance of the account at year end will be paid to the employee.

Z. All insurance payments and contributions to be deducted from employee's paycheck on a pre-tax basis.

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 XIII

HEALTH AND SAFETY/HEALTH AND WELFARE COMMITTEE

A. 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.

B. 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 Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

C. The Township shall create a special Health and Welfare Committee to be administered by a Committee of two (2) Union members and the Business Administrator and Chief Financial Officer. The Committee will be funded by contributions of the Township of ten percent (10%) of the cost savings achieved as a result of a unit members' eligible cost savings idea, as set forth below. The contributions will be used to provide benefits or assistance to unit members not covered by Township provided benefits, which the Committee determines are deserving of such assistance. The Committee will set the criteria for eligibility for assistance.

The cost savings idea must be original, must be implemented and must result in a net cost savings to the Township.

ARTICLE XIV

LONGEVITY PLAN

1. A. The Employer agrees to pay, as a fringe benefit, the following longevity plan for employees hired prior to January 1, 1996:

2½% of base yearly salary for 5 to 10 years of service

4% of base yearly salary for 10 to 15 years of service

5½% of base yearly salary for 15 to 20 years of service

7% of base yearly salary for 20 to 24 years of service

8½% of base yearly salary for 24 years and over of service

B. Employees hired on or after January 1, 1996, shall receive the following longevity rates:

| <u>Years of Service</u> | <u>Dollar Amount</u> |
|---------------------------|----------------------|
| After 5 years of service | \$ 980.00 |
| After 10 years of service | \$ 1,500.00 |
| After 15 years of service | \$ 2,100.00 |
| After 20 years of service | \$ 2,700.00 |
| After 25 years of service | \$ 3,300.00 |

A. For Calendar Year 2011, Longevity pay will be paid as a lump sum amount prior to the Thanksgiving holiday.

B. For Calendar Year 2012, base salary shall be inclusive of half (1/2) the longevity payment at the employee's level as of December 31, 2012. The remaining half (1/2) of the longevity payment shall be paid in a lump sum amount prior to the Thanksgiving holiday. For those employees with less than five (5) years of service on that date, base salary shall be inclusive of half (1/2) the lowest level longevity payment of either 2½% (hired prior to 1/1/96) or \$980.00 (hired after 1/1/96).

C. Effective December 31, 2012, the Longevity Plan Article shall be deemed completely inapplicable and shall be removed from the Agreement.

2. Effective January 1, 2013, base salary shall be inclusive of the remaining half (1/2) of the longevity payment at the employee's level as of December 31, 2012. For those employees with less than five (5) years of service on January 1, 2012, base salary shall be inclusive of the remaining half (1/2) of the lowest level longevity payment of either 2½% (hired prior to 1/1/96) or \$980.00 (hired after 1/1/96).

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

4. The Employer agrees to pay prorated longevity to any employee so entitled who terminates in good standing during the year.

ARTICLE XV

UNIFORMS AND FOUL WEATHER GEAR

1. A. Sanitation Supervisors.

All uniforms, equipment, and cleaning will be provided by the employee. The Township shall pay the following amount in a lump sum annually in lieu of providing same:

| | |
|------|-------|
| 2011 | \$900 |
| 2012 | \$925 |
| 2013 | \$950 |

The clothing allowance will be paid annually as a lump sum in a separate check. No deductions will be made from the clothing allowance, and bargaining unit members agree that they bear sole responsibility for all tax liabilities related to the clothing allowance. Sick Leave, Family Leave, Vacation, Workers Compensation, and Personal Days shall not be calculated in the amount of days used to prorate the clothing allowance.

B. Supervising Mechanics.

All uniforms will be provided by the employee. The Township shall pay the following amount in a lump sum annually in lieu of providing same:

| | |
|------|-------|
| 2011 | \$900 |
| 2012 | \$925 |
| 2013 | \$950 |

The clothing allowance will be paid annually as a lump sum in a separate check. No deductions will be made from the clothing allowance, and bargaining unit members agree that they bear sole responsibility for all tax liabilities related to the clothing allowance. Sick Leave, Family Leave, Vacation, Workers Compensation, and Personal Days shall not be calculated in the amount of days used to prorate the clothing allowance.

All times are calculated from July 1 to June 30.

C. Should the Township decide to change the work uniform it will provide an initial allotment of the uniforms to each employee affected by the change.

2. The Employer agrees to provide the Division of Sanitation employees with foul

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

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

ARTICLE XVI

DISTRIBUTION OF OVERTIME

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

2. Any employee in Equipment Repair who is required to work during periods other than his regularly scheduled shift shall be guaranteed a minimum of two (2) hours work at the rate of time and one-half the hourly rate provided such work is non-consecutive to his regular shift. Any employee in Equipment Repair who is required to begin work prior to the normal scheduled starting time for his shift, shall be paid time and one-half his hourly rate for all time worked prior to his normal shift provided he works his full shift thereafter.

3. Meal ticket to be issued after twelve (12) hours of work for both equipment repair and sanitation. The meal allowance will be fourteen dollars (\$14) for one ticket.

4. The Township agrees that they will provide separate checks for snow removal duties, payable on the off-pay week. Teamsters Local 469 recognizes that such pay may not be issued on the off-pay week immediately following the duties performed.

ARTICLE XVII

PAY SCALES

A. Upon the Effective Date of this MOA, the hourly rate for new Frontline Supervisors shall be reduced from \$36.08 to \$34.77.

B. Effective and retroactive to January 1, 2011, any reference to the Carteret stipend shall be removed from the Agreement.

C. Effective and retroactive to January 1, 2011, the Carteret stipend of \$900 shall be rolled into base salary.

D. Effective July 1, 2012, all titles in this bargaining unit shall receive an across the board wage increase of one and one-half percent (1.5%).

E. Effective July 1, 2013, all titles in this bargaining unit shall receive an across the board wage increase of two percent (2.0%).

F. The wage rates for unit members are set forth in Appendix A attached hereto.

ARTICLE XVIII

GENERAL PROVISIONS

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

2. Nothing herein shall be construed to deny to any individual employee his rights under Civil Service laws or regulations.

3. Should any portion of this Agreement be held unlawful and unenforceable by any 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.

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.

5. 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 Agreement.

6. Sanitation. Employees who call in sick must do so thirty (30) minutes before the beginning of their scheduled work shift. Starting time for all Sanitation employees is 5:00 a.m. All call-ins shall be by 4:45 a.m. Any employee calling in must speak with a foreman or leave a message on the foreman's answering machine.

7. The terms of this agreement shall apply only to those employees on the payroll as of

January 1, 1997, as well as to those who resigned in good standing, retired or were on medical leave of absence between January 1, 1996 and January 1, 1997. Persons who were terminated for cause or who resigned not in good standing between January 1, 1996 and January 1, 1997 shall not be entitled to benefits hereunder.

8. The Township agrees to reimburse supervisors for the cost of the Commercial Drivers License ("C.D.L.") once every four (4) years. All supervisors are required to have and maintain a C.D.L.

9. The Township agrees that an employee's balance of sick, vacation and personal days will be posted monthly.

ARTICLE XIX

NO STRIKE PROVISION

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

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

ARTICLE XX

TERMINATION OF DIVISION OF SANITATION

If for any reason either the Division of Sanitation or Equipment Repair Department are abolished or discontinued as a service to the Township of Woodbridge, for the purpose of contracting privately for all or part of said services, those employees in any of these departments 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 One Thousand One Hundred Dollars (\$1,100.00) for each year of continued service and major part of the year thereof.

ARTICLE XXI

TEMPORARY DISABILITY BENEFITS

The Township agrees to provide temporary disability benefits equal to the State Disability Plan, at no cost to the employee.

ARTICLE XXII

LAYOFF AND RECALL

All layoffs, recalls and demotions will be made in accordance with New Jersey Civil Service Laws and Regulations.

ARTICLE XXIII

HEALTH AND SUBSTANCE ABUSE 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; counseling and, where appropriate, rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

ARTICLE XXIV

DRIVE CONTRIBUTIONS

Effective January 1, 1997, the Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Appendix A

Teamsters Local #469
Equipment Repair & Sanitation Supervisors

| | <u>1/1/2011</u> | <u>1/1/2012</u> | <u>1/1/2013</u> |
|------------------------------|-----------------|-----------------|-----------------|
| Sanitation Supervisor | \$34.64 | \$35.16 | \$35.86 |
| Supervising Mechanic | \$34.77 | \$35.29 | \$36.00 |

Effective January 1, 2011, the hourly rate for newly hired or promoted front line Sanitation Supervisors shall be \$34.77 for 2011, \$35.29 for 2012, and \$36.00 for 2013.