

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF WOODBRIDGE**

**AND**

**TEAMSTERS LOCAL NO. 469**

**COVERING PUBLIC SCHOOL CUSTODIANS**

**July 1, 2018 through June 30, 2020**

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**PREAMBLE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the TOWNSHIP OF WOODBRIDGE, a Municipal Corporation of the State of New Jersey (hereinafter known and designated as the "Employer"), and Teamsters Local No. 469, School Custodians (hereinafter known and designated as the "Union").

**WITNESSETH**

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the School Custodians Department, who are members of the Union, and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and to protect the rights of the public in the Township of Woodbridge.

NOW, THEREFORE, it is agreed as follows:

## ARTICLE 1 - RECOGNITION

Section 1: In accordance with the PERC Certification of Representation Docket # RO-2011-026 the Employer hereby recognizes the Union as the representative of all regularly employed full and part-time custodians employed by the Township of Woodbridge who perform custodial services at the Woodbridge Township public school facilities as specifically referenced herein, 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. Excluded are Managerial executives, confidential employees, police, supervisors within the meaning of the Act; craft employees, professional employees, casual employees and all employees of the Township of Woodbridge represented by other labor organizations including maintenance workers and maintenance repair workers and all other employees of the Township of Woodbridge.

Section 2: It is further provided that any bargaining unit employee shall have the right at any time to present his own grievance or proposal and to have a Union representative present, at the employee's request.

Section 3: The Employer agrees to deduct the initiation fee, and/or dues from the wages of each 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 employee, prior to such deductions.

Section 5: The parties understand that the Supreme Court decision in Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31, 138 S. Ct. 2448 (2018) prohibits the deduction of a representation fee without an employee's express, written consent. If an employee consents in writing, such fees will be calculated in accordance with N.J.S.A. § 34:13A-5.5.

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 representative 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 the Union further acknowledges that this Article is subject to any rules and regulations promulgated by the Commission to affect the purposes of this Act.

## ARTICLE 2 - HOURS OF WORK/SCHEDULING

The work year for twelve-month employees shall begin July 1<sup>st</sup> and end June 30<sup>th</sup>.

The regular work week for full-time custodians shall consist of five (5), eight (8) hour work days, Monday through Friday, inclusive.

The administration shall have the right to establish shifts for full-time custodians for a total workweek of forty (40) hours. Full-time custodians will select their work schedule under the rules of seniority provided they are deemed qualified in the sole discretion of the Division Head.

Part-time custodians will be scheduled at the discretion of the Division Head regardless of seniority or date of hire based on scheduling and staffing needs. Part-time employees shall work a minimum of fifteen (15) hours per work, but in no case more than twenty-nine and one-half (29½) hours per week. In doing so the Township shall attempt to schedule part-time custodians based on their availability whenever possible. The minimum and maximum hours for part-time employees may only be changed in cases of emergency as determined by the Division Head.

All employees shall be scheduled for a regular work shift with a regular starting and ending time. Eight consecutive hours within a 24 hours period of work shall constitute a work shift. References to consecutive hours of work in the Article shall be generally construed to exclude lunch periods.

Each full-time work shift shall include a lunch period to be scheduled, whenever possible, in the middle of that shift. Full-time employees shall have a thirty (30) minute unpaid lunch period, to be scheduled by the Division Head or his/her designee. Part-time employees shall receive a fifteen (15) minute lunch break.

Full-time employees shall have two (2) work breaks of fifteen (15) minutes each.

All employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available. Clean-up time must be spent in the work facility.

Work schedules showing the employee's shifts, work days and hours shall be posted in his/her respective school.

Each employee is to sign time-in and time-out at the designated time log in the principal's office or other designated area at the particular work site. All custodial sign-in sheets must be forwarded to the Office of Buildings and Grounds each Monday morning. When students are dismissed early due to excessive heat, day-shift employees shall be excused early if other Woodbridge Township Department of Public Works employees are dismissed under the PEOSHA rules.

The regular work day shall be established prior to the beginning of the school year, except in emergency situations, in which case the regular work day may be changed at the sole discretion of the Division Head. Whenever possible, the Division Head will provide twenty-four (24) hours' notice.

The total number of hours constituting the basic work day, once established, shall not be reduced during the work year unless negotiated with the Union.

#### Overtime Rates

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. All work performed in excess of eight (8) hours in any work day.
- b. All work performed in excess of forty (40) hours in any work week (except Building Inspection-Assigned Overtime Provision for building checks.)
- c. All work performed before or after any scheduled work shift.

One and one-half (1½) time, plus holiday pay, shall be paid for work on holidays, except as set forth in Article III. If the Township secures payment from the Woodbridge Township Board of Education for custodial service on Sundays, all work performed on such days shall be paid at double the employee's regular hourly rate of pay.

#### Overtime Distribution

Overtime opportunities for full-time employees shall first be offered within each individual building to employees working within the same job classification. The Township will make every effort to equalize the distribution of overtime opportunities.

Whenever an alternate is needed for overtime purposes, the Shop Steward shall be called first.

#### Other Overtime Provisions

Any employee called to work prior to any regularly scheduled shift shall be paid the appropriate overtime rate. Any employee called to work otherwise outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the appropriate overtime rate. Such employee may be required to stay at work for the full two (2) hours to perform work, at the discretion of the Director, or his designee.

All other necessary and emergency overtime shall be approved by the Director or his/her designee after recommendation by the Division Head. An emergency shall be defined in the sole discretion of the Director, or his designee. There shall be no discipline against any employee who

declines to work overtime in non-emergency situations.

Approved overtime and length of overtime shall be authorized by the Director or his appointed designee(s) in accordance with Township policy. Except in the case of an emergency, employees shall receive forty-eight (48) hours advance notice of scheduled overtime.

Work on a Saturday and/or Sunday that immediately precedes or follows a holiday as defined in Article 3 shall be paid at double time (2X) rate of pay.

When an employee is called in to work three (3) or more hours before commencement of his or her regular shift for snow removal, the employee shall receive double time (2X) ("premium time") before and after regular working hours, and shall remain on premium time during his or her regular shift. An employee called in to work less than three (3) hours prior to commencement of his or her regular shift shall be entitled to premium pay solely for the time worked prior to their regularly scheduled shift.

Part-time employees may request to earn one (1) hour of pay at their regular rate and one (1) hour of flex time in lieu of premium pay for the performance of snow removal. Part-time employees that are approved to earn flex time for snow removal must receive overtime pay in accordance with the terms of this Agreement and are ineligible to earn flex time for every hour worked beyond forty (40) hours in a given workweek. Part-time employees shall be entitled to earn up to 80 hours in flex time for the performance of snow removal to be exhausted within 12 months from the date that the flex time is earned.

Work on Sunday shall be paid at double time (2X) the employee's regular rate of pay.

### ARTICLE 3 - HOLIDAYS

The following shall be paid holidays for all full-time twelve-month employees:

Labor Day

Election Day

Thanksgiving Day

Day after Thanksgiving

December 24

December 25

December 31

January 1

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

For each holiday as identified above that school is in session, and for each holiday that falls on a non-work day, employees that work shall be paid at one and one-half (1 ½) times, in addition to the holiday pay, their hourly rate.

## ARTICLE 4 – VACATIONS

Section 1: Up to one (1) year of service, each employee shall receive one (1) working day vacation with pay for each full month of service. New employees are eligible for their accumulated vacation in accordance with Article 4, Paragraph 5.

Full-time employees shall receive vacation with pay based on years of service with the Township, in accordance with the following vacation table:

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 - 25 years of service	28 days vacation with pay
25 years of service and over	30 days vacation with pay

Part-time employees shall receive twelve (12) working days of vacation each year. Seven (7) of the twelve (12) vacation days for part-time employees must be used between July 1<sup>st</sup> and the week prior to the opening of school each year, during Fall break, Winter break and/or Spring break.

Vacation preferences shall be submitted through the Division Head for approval. Preferences for vacation time shall be submitted to the Division Head no later than February 15<sup>th</sup> of each year. Employees shall be given preference in the selection of vacation periods by Division Seniority, where consistent with work schedules. Where employees have equal Division seniority, the employee with greater Board of Education seniority shall have the preference in the selection of vacation periods. After February 15<sup>th</sup> of each year, available vacation periods shall be selected on a first come, first serve basis. Available vacation period requests shall be submitted to the Division Head no later than two (2) weeks prior to the requested vacation period. Management retains the right to approve or disapprove vacation requests due to staffing requirements.

An employee's paycheck for his earned vacation shall be given to the employee prior to the start of his vacation provided that a request for said paycheck is made at least two (2) weeks prior to his vacation date.

Section 2: Employees shall be given preference in the selection of vacation periods by Division Seniority, where consistent with work schedules. Where employees have equal Division seniority, the employee with greater Board of Education seniority shall have the preference in the selection of vacation periods. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the

employee's vacation period. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee will not be charged for use of a vacation day on that holiday.

Section 3: Any employee eligible for vacation, whose employment has terminated for any reason whatsoever, shall nevertheless receive a pro-rated vacation.

Section 4: All vacation time must be scheduled and must be used in the calendar year earned, except that vacation time may be carried over into the following calendar year only in the event that a scheduled vacation is cancelled by the employer. The time carried over must be used the following calendar year or it will be lost.

Section 5: Employees shall be given their full allotment of vacation days on January 1<sup>st</sup> of every year. New hires will earn vacation days every month in their first year of employment. January 1<sup>st</sup> of the year in which an employee has an anniversary date, the employee will be entitled to an increase in vacation days, if applicable according to the vacation guide. At the time of separation from service, vacations will be prorated and, if applicable, the appropriate amount of compensation will be deducted from an employee's final pay.

Section 6: 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. Part-time employees shall earn one (1) personal day for each four (4) months worked. These days may be used for family emergencies subject to the prior approval of the Division Head or his or her designee. Personal days must be used in the school year earned and cannot be converted into vacation days.

## ARTICLE 5 - SICK LEAVE

Section 1: Full-time employees shall receive fifteen (15) days sick leave per year after one (1) years' service, with pay. Part-time employees shall receive twelve (12) days sick leave per year, with pay.

Employees with less than one (1) years' service shall 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. During the first three (3) months of employment, an employee may accumulate, but not take sick leave. All sick time for the calendar year shall be posted on January 1<sup>st</sup> of that year, in lieu of the accumulation of one and one-quarter (1-1/4) day per month for full time employees and one (1) day per month for part-time employees.

All unused sick leave days shall accumulate and be credited to employee. Upon death or retirement, except in the case of deferred retirement, re-employment by the Woodbridge Township Board of Education, or re-employment by the Woodbridge Township Board of Education, an employee shall be paid one-half (1/2) the rate of pay in effect for each unused accumulated sick day to a maximum of Seven Thousand, Five Hundred Dollars (\$7,500.00), provided he/she uses all accumulated vacation time prior to retirement excepting with permission of Business Administrator for the needs of the department.

Section 2: An employee is required to call in sick each day that they will be out. Sick calls are to be directed to an answering machine where the employee will leave a message indicating that they will be taking a sick day. The phone number for the answering machine shall be provided by the Division Head, and posted.

Section 3: 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 may be subject to the following disciplinary schedule:

- A. 1<sup>st</sup> Offense - Verbal Warning
- B. 2<sup>nd</sup> Offense - Written Warning
- C. 3<sup>rd</sup> Offense - Minor Discipline (1-5 Days)
- D. 4<sup>th</sup> Offense - Major Discipline (5+ Days)
- E. 5<sup>th</sup> Offense - Termination

## ARTICLE 6 - 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 spouse, 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, sister-in-law, son-in-law or daughter-in-law, the employee shall be granted three (3) consecutive days absence with pay.

In the event of death of an employee's step-relation not mentioned in paragraph one of this Article of the same degree as the family members designated in paragraph one of this Article, or in the event of death of an aunt or uncle, the employee shall be granted one working day's absence with pay. The Employer reserves the right to request documentation concerning the relationship.

## ARTICLE 7 - SENIORITY AND PERMANENT EMPLOYMENT SECURITY

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

Section 2: Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3: The term Division Seniority shall mean an employee's length of continuous service with the Township within the School Division since her/his date of hire. Board of Education Seniority shall mean an employee's length of continuous service with the Woodbridge Township Board of Education since his/her date of hire.

Section 4: For purposes of layoff, displacement and recall rights the Township shall abide by the statutes and regulations governing the New Jersey Civil Service Commission.

Section 5: An employee 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 mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

Section 6: Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range. Supervisory positions shall first be offered to qualified employees within the rank and file unit.

Section 7: Full time positions shall be offered to qualified part time employees, with at least six (6) months experience, prior to new employees.

## ARTICLE 8 - UNIFORMS

- A. The Township agrees to supply to each individual building, the following items on a replacement basis: rain ponchos, medium and large rubber gloves, rain boot covers, Tyvek suits, if necessary.
- B. The Township shall provide all employees with the following standard uniform:
- a. Ten (10) tee shirts; female employees shall receive V-neck t-shirts upon request. Alteration and/or modification of issued shirts are prohibited.
  - b. Five (5) work pants
  - c. Three (3) sweatshirts. Employees can elect one windbreaker in lieu of a sweatshirt each year.
  - d. Winter jacket, which shall be provided no more than once every three years.
  - e. Open-toe footwear, such as sandals and clogs, are prohibited.
  - f. During summer hours employees may wear shorts provided that the shorts are at least mid-thigh in length.
- C. Effective July 1, 2018, the Township shall pay a clothing allowance in the amount of \$1,100.00 to be paid \$550 the first open payday in July 2018 and \$550 the first open payday in December 2018. Effective July 1, 2019, the Township shall pay a clothing allowance in the amount of \$1,200.00 to be paid \$600 the first open payday in July 2019 and \$600 the first open payday in December 2019. (Retroactive)
- 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.
- D. The above amounts will be prorated for any employee who is out of work for any reason for more than three (3) months in any year or retires or resigns during that school year. All times are calculated from January 1<sup>st</sup> to December 31<sup>st</sup>.
- E. The Township will establish a dress code. All employees are required to wear the uniforms and a photo identification provided by the Township at all times when on duty. An employee reporting for work out of uniform shall report to the immediate supervisor and explain the reason for being out of uniform.

## ARTICLE 9 - BULLETIN BOARDS

Bulletin boards will be made available to the Union by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. The Union shall not post material that is profane, obscene and/or defamatory or which is otherwise a violation of this agreement. Upon notice to the Union the material shall be removed. The Union reserves the right to challenge such allegation and shall remove the material during that process.

## ARTICLE 10 - GRIEVANCE MACHINERY

Section 1: It is hereby agreed that the Employer has the right to discharge employees for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefor at the time of such action.

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 employee shall present his grievance within five (5) working days of its occurrence, or such grievance will be deemed waived by the Union and the employee.

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

Step 1: The employees and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the Division Head. In the event the complaint is not satisfactorily settled within three (3) working days, the employee 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 Director. 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: If the foregoing steps do not effectuate settlement of the grievance, either party may refer the dispute to the Business Administrator of the Township of Woodbridge, who may convene a hearing within seven (7) days of the receipt by him of the decision of the Director. The Business Administrator may hold hearings and gather any information necessary for a decision. The Business Administrator must announce his decision in writing within fifteen (15) days of the receipt of the notice of appeal from the Director. Failure to constitute a hearing shall be deemed a denial of the grievance.

Step 4:

- A. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.
- B. The arbitration proceeding shall be conducted by an Arbitrator selected by the

Employer and the Union in accordance with the procedure of the Public Employment Relations Commission.

- C. 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. Thereafter, the employees shall have no further right of administrative appeal.
- D. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of facts presented to him involved in the grievance. The Arbitrator shall further be bound by the laws of the State of New Jersey and of the United States. The Arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the Arbitrator shall indicate findings of fact and the reasons for making his decision.
- E. 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, provided it pays for the record and makes copies available without charge to the other party and the Arbitrator.

Section 5: Discharge or Suspension.

- A. The Employer shall not discipline, suspend, or discharge any employee, except for probationary employees, without just cause. In any case of discipline including discharge or suspension, the Employer shall promptly notify the employee in writing of the discharge or suspension and the reason thereof. A copy of such written notice shall be given to the shop steward. In the case of a discharge a copy shall also be mailed to the Local Union office. At any such disciplinary hearing, the employee may be represented by the steward, the local Union President, or designee, and a council representative.
- B. Major discipline shall be governed in accordance with the laws and regulations governing Civil Service jurisdictions.
- C. For minor discipline in which there is a suspension of 5 or less days, employees shall be given the opportunity to discuss and present evidence regarding the proposed discipline to the Division Head. The employee must attempt to schedule a time for such discussion with the Division Head within 48 business hours after receipt of notice of the discipline. If the issue is not resolved and the Division Head proceeds to issue

the discipline, the employee may grieve the action through the Grievance Machinery as set forth herein.

- C. The Union may elect to appeal the matter to arbitration. Matters for which an appeal mechanism is prescribed by law to the New Jersey Civil Service Commission shall not be submitted to arbitration.
- D. Any employee discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days or as soon as possible, but no later than the normal pay period.
- E. A discharged or suspended employee must advise his local Union in writing, within five (5) 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 Civil Service Commission, in writing, within twenty (20) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

## ARTICLE 11 - JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance at court.

If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four hours remaining in his/her work shift.

## ARTICLE 12 - 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. The rights of this provision shall be in compliance with the visitation rules and regulations at each individual facility.

**ARTICLE 13 – WAGES**

- A. Effective and retroactive to July 1, 2018, all employees shall be subject to the salaries set forth in Exhibit A.
  
- B. If a custodian supervisor assigns an employee to complete a painting task, that employee shall receive an additional \$5.00 per hour for painting. Employees chosen to paint shall be within the Township's discretion.
  
- C. Snow removal overtime and retroactive pay shall be paid in separate checks.

## ARTICLE 14 - MEDICAL, SURGICAL AND HEALTH PLANS

For the purpose of this Article 14, Full-Time Employee means an employee who works an average of at least 30 hours per week. Full-Time Employees shall be covered by the Teamsters Local 469 Health & Welfare Fund for the purpose of providing family or single medical, surgical, hospital, prescription, dental and vision coverage (Plan 2 Medical).

The Employer agrees to contribute to Teamsters Local 469's Health and Welfare Fund at the rate of (\$1,713.00) per full-time member per month for each calendar month. Contributions are to be remitted to Teamsters Local 469 Health & Welfare Fund, 3400 Hwy 35, Suite 8, Hazlet, NJ 07730 (732) 264-9000.

The benefits of the Welfare Fund for contributions made by the Employer for the full-time employees covered by this Agreement shall be those formulated by the Trustees of the respective Plan. By reference hereto, the Trust Agreements of the Fund is incorporated and made part of this Agreement. The Employer agrees to be bound by the Trust Agreements and to any of the amendments that may be made from time to time.

Contributions are due the tenth (10th) day of the following month, as an example: January's contributions are due February tenth (10th). The Employer shall remit the contributions to the Fund on behalf of all new full-time employees covered by this Agreement after the completion of their sixty (60) day probation period.

Contribution rates are subject to change in or about March annually. The Employer agrees to pay an annual maximum contribution rate increase of up to ten (10%) percent or a two (2) year aggregate maximum contribution rate increase of up to twenty (20%) percent towards the cost of benefits.

In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of the Funds, including but not limited to those requiring the payment of interest, counsel fees, and other costs of collection of such delinquencies, and to give security in sufficient amount and demanded by the Trustees to secure payment of such delinquencies.

Upon retirement, an employee covered by this Agreement shall no longer received health benefits coverage through the Teamsters Local 469 Health & Welfare Fund, as set forth in this Article. However, said employee may participate in the Woodbridge Township retiree health benefits plan if he/she meets the qualifications as set forth by Township Ordinance #96-06.

ARTICLE 15 - APPLICATION OF SENIORITY

Work assignments shall be at the sole discretion of the Division Head. To the extent that employees are working in a higher classification, those employees shall be paid at the higher rate during that time period.

**ARTICLE 16 - SAFETY COMMITTEE/HEALTH AND WELFARE COMMITTEE**

All complaints regarding an employee'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.

The Union may appoint a representative to sit on the Safety Committee.

## ARTICLE 17 - NO STRIKE OR 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 employee 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 that the employees 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 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 18 - MISCELLANEOUS

All newly hired custodians must obtain a Black Seal Fireman's License within one (1) year of initial employment. If a newly hired custodian fails to obtain a Black Seal Firemen's License within the one (1) year time period, he will be automatically terminated without right to appeal. Custodians shall be reimbursed the cost of the renewal of the Black Seal License. The Township will pay for all medical examinations for employees who are required to take such examinations due to health hazards, on approval of the Director.

All custodians agree to do minor maintenance work. Custodians shall not be required to perform major painting jobs.

**ARTICLE 19 - TEMPORARY DISABILITY BENEFITS**

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

## ARTICLE 20 - HEALTH AND SUBSTANCE ABUSE EDUCATION 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. Disciplinary action will not be taken for volunteering for rehabilitation or counseling.

## ARTICLE 21 – ALCOHOL AND DRUG FREE WORKPLACE POLICY

All custodians shall be subject to the Township's Alcohol and Drug Free Workplace Policy, attached as Exhibit B.

Drug testing: Employees holding a CDL who volunteer to perform snow removal/plowing or perform safety-sensitive functions as defined under Department of Transportation ("DOT") regulations for the Township shall be subject to the DOT Alcohol and Drug Free Workplace Policy (attached as Exhibit C) where such work requires a CDL. Such employees shall be paid at a rate that is \$3/hour more than their hourly rate for time spent plowing snow only for other departments.

## ARTICLE 22 - 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 of 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 Section is 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 23 - TERM OF AGREEMENT**

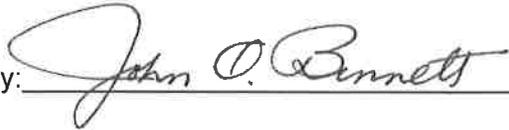
Section 1: This Agreement shall become effective as of the first day of July 1, 2018, and shall remain in full force and effect and expire on the 30th day of June, 2020.

Section 2: This Agreement shall not prevent the full-time employees of the Public School Custodians from receiving any general fringe benefits or holidays awarded the employees 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.

ATTEST:

  
\_\_\_\_\_

**TOWNSHIP OF WOODBRIDGE**

By:   
\_\_\_\_\_

Date Oct. 30, 2018

ATTEST:

\_\_\_\_\_

**TEAMSTERS LOCAL NO. 469**

By:   
\_\_\_\_\_

Date Oct. 23, 2018

**EXHIBIT A**

**Salary Schedule**

<b>Salary Schedule (Employees Hired After 10/1/12)</b>		
<b>Position</b>	<b>7/1/18</b>	<b>7/1/19</b>
F/T Day Step 1	\$34,685.40	\$36,501.10
F/T Day Step 1 Rover	\$35,214.70	\$37,041.00
F/T Day Step 2	\$37,480.14	\$39,351.75
F/T Day Step 2 Rover	\$38,009.44	\$39,891.63
F/T Night Step 1	\$35,244.36	\$37,071.24
F/T Night Step 1 Rover	\$35,773.65	\$37,611.13
F/T Night Step 2	\$38,039.08	\$39,921.87
F/T Night Step 2 Rover	\$38,568.39	\$40,461.76
P/T	\$14.30 /hr	\$15.13

<b>Salary Schedule (Employees Hired Prior To 10/1/12)</b>		
<b>Position</b>	<b>7/1/18</b>	<b>7/1/19</b>
F/T Day	\$40,833.83	\$42,772.51
F/T Day Rover	\$41,363.13	\$43,312.39
F/T Night	\$41,392.77	\$43,342.63
F/T Night Rover	\$41,922.08	\$43,882.52
P/T	\$15.12 /hr	\$15.96/hr

<b>Salary Schedule (Regardless of Hire Date)</b>		
<b>Position</b>	<b>7/1/18</b>	<b>7/1/19</b>
F/T Elementary School Lead (at schools with enrollment of less than 450 students)*	\$42,947.56	\$44,928.51
F/T Middle School Lead	\$44,974.58	\$46,996.08
F/T High School Lead	\$46,092.48	\$48,136.33

\* Full-time Elementary School Leads in an elementary school with an enrollment of at least 450 students at the time of execution of this Agreement shall receive the same salary as F/T Middle School Leads. Current Lead employees pay shall remain at lead pay regardless of enrollment, however it does not apply to new vacancies or replacement of a lead if the school no longer has at least 450 students. Clarification Statement: School Leads who currently received lead pay under the expired collective negotiations agreement will continue to be eligible for lead pay, even if the school they are working at now does not have at least 450 students; however, this will not apply to new vacancies or replacement of a lead if the school no longer has at least 450 students. It also does not

apply if the lead requests to no longer be a lead. The employee at school # 9 shall receive lead pay.

**EXHIBIT B**

**Township of Woodbridge Alcohol and Drug Free Workplace Policy**

EXHIBIT C

Township of Woodbridge DOT Alcohol and Drug Free Workplace Policy