

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

UNION LOCAL 2292 OF AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

DIVISION OF SANITATION

January 1, 2011 through December 31, 2013

GENOVA, BURNS & GIANTOMASI
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PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the "Employer," and Local 2292, American Federation of State, County and Municipal Employees, AFL-CIO, 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 AFSCME Local 2292 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, Equipment Repair Department of Public Works for: all of its members in the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include, excluding supervisors as defined in Chapter 123.

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 not exceed eighty-five percent (85%) of the regular Union membership dues. 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. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

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 provisions but shall cooperate with the Union in defending this provisions.

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 have five (5) calendar days to respond to the Steward. The Supervisor's failure to respond to the Steward within the prescribed time period shall constitute a denial at Step 1.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee member) to the Head of the Division of Sanitation within seven (7) days after the supervisor's response is due. The Head of the Division of Sanitation shall have five (5) calendar days to respond to the Union Steward or the grievance Committee in writing. The Head of Division of Sanitation's failure to render a decision within the prescribed time period shall constitute a denial of the grievance at this Step.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union representative or Grievance Committee to the Department or Division Director, in writing, within seven (7) days after the response of the Head of the Division is due. The Director shall have ten (10) calendar days to respond to the Union Steward, representative or Grievance Committee in writing. The Director's failure to render a decision within the time prescribed shall constitute a denial of the grievance at this Step.

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 have ten (10) calendar days to respond in writing to the Union Steward, representative or Grievance Committee. The Business Administrator's failure to render a decision within the time prescribed shall constitute a denial of the grievance at this Step.

Step 5: If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request a list of panel of arbitrators from the Public Employment Relations Commission.

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

3. The parties shall select an Arbitrator and the arbitration shall be conducted in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission.

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 names of its employees, maximum of four (4) who are designated by the Union to represent employees under the Grievance procedure. Employees so designated by the Union will be permitted to confer with other Union representatives,

employees, and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

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 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 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

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. Seniority shall be defined in the following ways:

a. Total Seniority – This shall be defined as an employee’s total length of service with the employer, starting with the employee’s original date of hire.

b. Divisional Seniority – This shall be defined as an employee’s total length of service with the Division of Sanitation, starting with the employee’s first day working in 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. Divisional Seniority shall be given preference in all cases of shift assignments, building assignments, vacation schedules, or any other significant employee benefit. Provisional appointments shall be based on divisional seniority provided that the employee has the necessary skills and ability to perform the job. This provision shall be subject to the grievance procedure. All cases of layoffs and recalls shall follow the rules and regulations as promulgated by the New Jersey Civil Service Commission.

5. A seniority list shall be posted in the Division of Sanitation. This seniority list shall

contain each employee's Total Seniority and Divisional Seniority. This list shall be updated on July 1st of each year and a copy of the updated list shall be sent to the president of the union.

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

7. It shall be the policy of the Employer to promote to supervising positions, insofar as possible, from the ranks of employees.

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 Department will not work on the following holidays for Employees hired prior to January 1, 1999:

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

Employees hired on or after January 1, 1999 are not eligible for the Employee Birthday holiday.

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 holiday 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. The Township will work with the Union to try for one overall vacation list based on seniority, at management discretion. A seniority list shall be posted in a conspicuous place and preferences for vacations shall be submitted not later than March 1st. Failure to submit the request shall result in loss of seniority rights in regard to vacation 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 service 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. During the period June 15 through September 1, vacation use shall be limited to no more than six (6) total employees within the Division of Sanitation. The number of employees

permitted to use vacation time within this time period may be increased with the approval of the division head of the Division of Sanitation. 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 fewer number of days must be with permission of the Division Head. The Equipment Repair Division shall be excluded from this mandatory five (5) consecutive work day provision.

4. All employees possessing vacation time in quarter day (1/4), half day (1/2), or three quarter day (3/4) increments shall have this vacation time rounded up to one (1) full vacation day.

ARTICLE X

LEAVES OF ABSENCE

1. 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 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.

2. 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, and mother or father or other relative living in the immediate household.

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 shall be subject to the following disciplinary schedule:

- A) 1st Offense - Verbal Warning
- B) 2nd Offense - Written Warning
- C) 3rd Offense - Minor Discipline (1 Day)

- D) 4th Offense – Minor Discipline (3-5 Days)
- E) 5th Offense - Major Discipline (6+ Days)
- F) 6th Offense – Termination

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

5. All employees possessing sick time in quarter day (1/4), half day (1/2), or three quarter day (3/4) increments shall have this sick time rounded up to one (1) full sick day.

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

7. 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 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 or sister-in-law, the employee shall be granted three (3) consecutive working days absence with pay.

In the event of death of an employee's step-relation not mentioned in Paragraph 2 of this Article of the same degree as the family members designated in this Article, the employee shall be granted one working day's absence with pay. The employer reserves the right to request documentation concerning the relationship.

Union Business: The President, Vice President, Secretary, and Treasurer shall be granted time off from work with no loss of pay or seniority to attend Union conventions, conferences,

training seminars, PERC hearings, OAL hearings, and meetings. This time off shall be limited to a maximum of twenty five (25) working days per calendar year. The employees shall notify the employer of said leave a minimum of ten (10) working days prior to the requested leave date(s). Leave under this section shall be limited to not more than four (4) employees at any one time.

8. The Township agrees to recognize two (2) shop stewards in the Division of Sanitation and equipment repair. The two (2) shop stewards shall be granted time off from work with no loss of pay or seniority to attend Union training seminars and/or meetings. This time off shall be limited to a maximum of five (5) working days per shop steward. The employees shall notify the employer of said leave a minimum of ten (10) working days prior to the requested leave date(s). The Union agrees to use this leave reasonably.

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

9. For employees hired prior to January 1, 1999, at the time of death or retirement, the employee 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 payment for sick leave upon retirement shall be Seven Thousand Five Hundred Dollars (\$7,500.00). 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 a permanent employee may be

entitled, where the nature of his non-occupational related illness or injury required an extended period of absence, the employees shall be required to exhaust all accumulated sick leave, vacation days and personal days prior to the use of the 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. All approvals beyond the first six (6) month period must be approved by the Municipal Council. An employee who requests a leave of absence pursuant to the Family and Medical Leave Act shall be entitled to accrue seniority during the leave of absence period. Seniority shall not accrue for all other leaves of absence without pay. This provision does not affect an individual's eligibility for state disability.

10. 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.

ARTICLE XI

PICKUP SYSTEM AND SNOW REMOVAL

Sanitation crews are on a finish and go home system. (When a crew finishes, their own route and truck is dumped they are allowed to go home regardless of the time.)

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 his own route is completed.

The regular work week shall be Monday through Friday and the regular work hours shall be 5:00 a.m. until the employee finishes his/her assigned route. Employees shall not be entitled to overtime to complete their assigned route until they have worked a minimum of eight (8) hours in a regular work day.

If an employee is unable to work on a regular work day, the employee shall notify his/her supervisor by 4:45 a.m. The employee shall speak directly with his/her supervisor or may leave a message on the employee's supervisor's answering machine. If the employee calls in by 5:15 a.m., the employee shall be given until 5:30 a.m. to report to work. If the employee reports to work by 5:30 a.m., the employee shall be docked 0.5 hours of pay. If the employee does not report by 5:30 a.m., the employee's crew shall start their route without the employee and the employee shall be docked a day's pay. Employees will work five (5) eight (8) hour days Monday through Friday before receiving overtime to complete their own route.

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 two (2) working days in advance except in an emergency.

When an employee is required to work twelve (12) hours or more, he shall receive a meal period of at least one-half (1/2) hour, at no loss of pay for the period and shall be granted an additional meal period of at least one-half (1/2) hour for each five (5) hour period over the above-mentioned twelve (12) hours.

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.

If an employee has an assigned route and finishes the route within an eight (8) hour period, and then is asked to perform snow removal duties, said employee shall be paid the double time rate for such snow removal duties. If an employee has no assigned route and is assigned to perform snow removal duties during their regular work shift, at the discretion of the Township, said employee shall be paid the regular rate of pay until such time as every assigned route vehicle has completed their route, at which time they will be paid the double time rate for such snow removal 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.

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

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. These benefits include the Medical-Surgical, Major Medical, Blue Cross Rider J Plan and the dental insurance coverage in existence for covered employees on the effective date of this Agreement.
- 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. Any employee who is out of work and receiving workers' compensation benefits shall not be required to pay his or her health benefits contribution during the period for which he or she is receiving workers' compensation benefits.

I. 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.

J. 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 \$47.50 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.

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

L. 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. All other retirees shall be eligible for benefits under "COBRA" only.

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. The Township agrees to provide coverage for routine physical exams, laboratory tests and routine chest x-rays subject to plan deductibles, co-pays and limits as specified in the Township Health Insurance Plan.
- U. The Township agrees to provide coverage for mammograms every year after age 40.
- V. The Township agrees to provide coverage for an annual Well Woman physical examination which shall include the cost of the Pap test and visit.
- W. The Township's will cover any doctor-prescribed, FDA-approved contraceptive up to \$70.00 per month. The employee shall pay the difference for any covered contraceptive if it exceeds the above referenced cost.

- X. 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.
- Y. All insurance payments and contributions to be deducted from employee's paycheck on a pre-tax basis.
- Z. The Township agrees that at least once a year, it shall either issue a letter or hold seminars, or both, to apprise the unit members of their benefits under the Township's health insurance program.
- AA. The Employer reserves the right to terminate the existing 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 who 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:

2-1/2% of base yearly salary for 5 to 10 years of service.

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

5-1/2% of base yearly salary for 15 to 20 years of service.

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

8-1/2% 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 |

2. For Calendar Year 2011, the Employer agrees to pay the current longevity amount to all eligible employees of the unit. It shall be paid in a lump sum amount in a separate check prior to the Thanksgiving holiday. The Employer agrees to use Total Seniority as a means to determine the years of established service by the employee. The Employer agrees to pay prorated longevity to any employee so entitled who terminates in good standing during the year.
3. 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 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) of the lowest level longevity payment of either 2½% (hired prior to 1/1/96) or \$980.00 (hired after 1/1/96).

4. Effective December 31, 2012, the Longevity Plan Article shall be deemed completely inapplicable and shall be removed from the Agreement.
5. 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).

ARTICLE XV

UNIFORMS AND FOUL WEATHER GEAR

1. A. Sanitation Employees. 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:

| | <u>Sanitation</u> |
|------|-------------------|
| 2011 | \$1,100.00 |
| 2012 | \$1,100.00 |
| 2013 | \$1,100.00 |

All paid leaves of absence, including sick, personal, holiday, jury duty, vacation, workers' compensation and all other paid leaves of absence covered under this agreement shall count as time worked for all uniform allowance computations.

All unpaid leaves of absence, including disability, shall not count as time worked for all uniform allowance computations.

In order to receive the full annual uniform allowance, an employee must work the previous twelve (12) months. Any employee that does not work the previous twelve (12) months, shall receive the uniform allowance on a prorated monthly basis. Employees must work fifteen (15) days out of each month for the month to qualify toward the uniform allowance.

An employee who retires, resigns, or is terminated from the Township shall receive a prorated uniform allowance based on the months worked prior to the employee's official retirement, resignation date, or termination date.

If an employee is promoted, demoted, or transferred from a position or title that receives a uniform allowance into a position or title that does not receive a uniform allowance, the employee shall receive a prorated uniform allowance for the time the employee worked within

the uniform allowance eligible position or title.

B. Equipment Repair Employees. All uniforms will be provided by the employee. Cleaning service will be provided to equipment repair employees until June 2009. The Township shall pay the following amount in a lump sum annually in lieu of provided uniforms:

| | <u>Equipment Repair</u> |
|------|-------------------------|
| 2008 | \$700.00 |
| 2009 | \$700.00 |
| 2010 | \$700.00 |

2. 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. 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. If raingear is torn, it will be replaced as needed. There must be shown proof of wear and tear.
3. Individual half lockers will be provided to all of the Sanitation employees and a partition for the locker room will be provided.
4. Mechanics in the Equipment Repair Department shall receive an allowance for tools, payable in the first pay period in December and must provide proof of purchase as follows:

| | |
|------|----------|
| 2011 | \$550.00 |
| 2012 | \$600.00 |
| 2013 | \$625.00 |

5. Mechanic's helpers shall receive a tool allowance paid in the same manner as mechanics

as follows:

| | |
|------|----------|
| 2011 | \$400.00 |
| 2012 | \$425.00 |
| 2013 | \$450.00 |

6. Township will provide Twenty-Five Thousand (\$25,000.00) per mechanic for tool insurance. Union employees will continue to contribute at the 2004 level. Tool insurance is subject to the following conditions:
 - a. Regular inspections of tools.
 - b. Regular inventory of tools.
 - c. Township not responsible for any premium increases.
 - d. Township not responsible for any contribution toward deductible.
7. Sufficient welding gloves and aprons for welders are to be provided in shop. Safety glasses or goggles, one (1) pair each, are to be issued each year for shop. Each protection devices are to be kept in shop. All safety equipment must be worn by employees.
8. No employee shall be required to supply tools in excess of one inch.
9. Sanitation employees will be allowed to wear extended length Carhardt shorts (to the knee) during summer months.

ARTICLE XVI

DISTRIBUTION OF OVERTIME

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

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 beginning January 1, 2007.

4. The Township agrees to pay one (1) hour overtime pay if the steward or the Union president on their off-duty time calls men into work when steward or president are not scheduled to work overtime.

ARTICLE XVII

PAY SCALES

A. Effective and retroactive to January 1, 2011, all employees who were on the payroll on that date shall receive a \$900 increase in base salary and an across the board wage increase of zero percent (0%).

B. Effective July 1, 2012, all employees who were on the payroll on that date shall receive an across the board wage increase of one and one-half percent (1.5%).

C. Effective July 1, 2013, all employees who were on the payroll on that date shall receive an across the board wage increase of two percent (2.0%).

D. For employees hired on or after January 1, 1999, Steps 1 and 2 shall be frozen for the life of this Agreement.

E. Upon completion of one (1) continuous year of employment, heavy laborers hired prior to January 1, 1996 shall be placed at maximum salary.

F. Upon completion of two (2) continuous years of employment heavy laborers hired on after January 1, 1996 shall be placed at maximum salary.

G. Effective January 1, 2012, the hourly rate for employees newly appointed to the position of Sanitation Laborer, Heavy shall be \$27.66.

ARTICLE XVIII

GENERAL PROVISIONS

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

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

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

7. Effective January 1, 1991, the Township shall provide \$2,000.00 per year in budget to be used for job-related training in the Equipment Repair Division. Requests for such training are subject to approval of the Division Superintendent and the Director of Public Works. Training opportunities will be available on first come first-served basis and at the discretion of the

Township.

8. The Township agrees to reimburse employees for the cost of the Commercial Drivers License (“C.D.L.”) once every four (4) years for employees required to maintain the CDL.

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 (\$1,100.00) dollars for each year of continued service and major part of the year thereof, payment to be payable within forty-five (45) days of separation with Employer.

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

TERMINATION

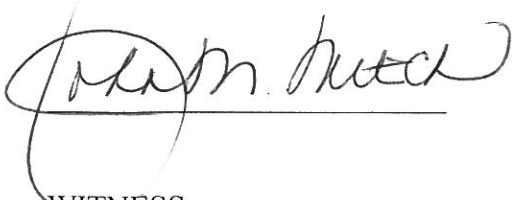
This Agreement shall be effective as of the 1st day of January, 2011, and shall remain in full force and effect until the 31st day of December, 2013. It shall be automatically renewed from year to year thereafter until either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have set
their hands on this day of , 2012.

ATTEST:

TOWNSHIP OF WOODBRIDGE

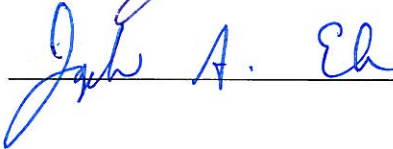


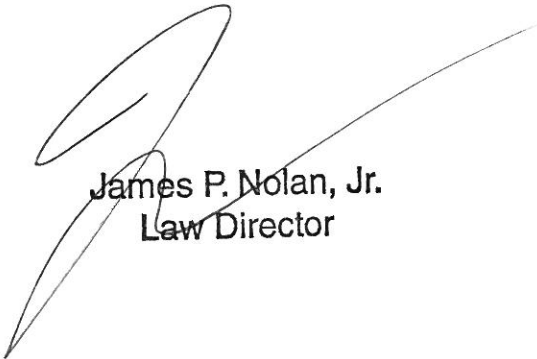
By: 
Mayor John E. McCormac

WITNESS:

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES AFL-CIO (DIVISION OF
SANITATION)

By: 





James P. Nolan, Jr.
Law Director

APPENDIX A
SALARY SCHEDULE
Effective January 1, 2011

| <u>TITLE</u> | <u>MAXIMUM</u> |
|--|----------------|
| Stock Clerk | \$20.89 |
| Laborer (if hired prior to 1/1/96) | 26.25 |
| Laborer (Lead Man) | 27.41 |
| Sanitation Laborer, Heavy (if hired prior to 1/1/96) | 29.06 |
| Mechanic's Helper | 29.06 |
| Mechanical Repair (Light Equipment) | 29.06 |
| Sr. Stock Clerk Automotive | 29.42 |
| Sanitation Truck Driver | 30.39 |
| Mechanic | 29.78 |
| Body and Fender Mechanic | 29.78 |
| Senior Diesel Mechanic | 31.40 |
| Mechanic Diesel | 30.66 |
| Senior Mechanic | 30.07 |
| Hydraulic Repairer | 30.30 |
| Welder | 30.92 |
| Senior Welder | 31.65 |

*The Township agrees to introduce the title of Senior Welder, however, the Union recognizes that filling such position is a managerial prerogative.

For employees hired on or after January 1, 1999, the following two (2) step system shall apply.

| | |
|--|---------|
| 1 st year Laborer and Heavy Laborer | \$14.64 |
| 2 nd year Laborer | \$18.03 |
| 2 nd year Heavy Laborer | \$19.15 |
| 3 rd year Laborer | \$26.25 |
| 3 rd year Heavy Laborer | \$29.06 |

Effective July 1, 2012

| <u>TITLE</u> | <u>MAXIMUM</u> |
|--|----------------|
| Stock Clerk | \$21.20 |
| Laborer (if hired prior to 1/1/96) | 26.64 |
| Labor (Lead Man) | 27.82 |
| Sanitation Laborer, Heavy (if hired prior to 1/1/96) | 29.50 |
| Mechanic's Helper | 29.50 |
| Mechanical Repair (Light Equipment) | 29.50 |
| Sr. Stock Clerk Automotive | 29.86 |
| Sanitation Truck Driver | 30.85 |
| Mechanic | 30.23 |
| Body and Fender Mechanic | 20.23 |
| Senior Diesel Mechanic | 31.87 |
| Mechanic Diesel | 31.12 |
| Senior Mechanic | 30.52 |
| Hydraulic Repairer | 30.75 |
| Welder | 31.38 |
| Senior Welder | 32.12 |

For employees hired on or after January 1, 1999, the following two (2) step system shall apply:

| | |
|--|---------|
| 1 st year Laborer and Heavy Laborer | \$14.86 |
| 2 nd year Laborer | \$18.30 |
| 2 nd year Heavy Laborer | \$19.44 |
| 3 rd year Laborer | \$26.64 |
| 3 rd year Heavy Laborer | \$29.50 |

Effective January 1, 2012

Effective January 1, 2012 the hourly rate for employees newly appointed to the position of sanitation laborer, heavy shall be \$27.66, Effective July 1, 2013 the hourly rate for employees newly appointed to the position of sanitation laborer, heavy shall be \$28.21.

Effective July 1, 2013

| <u>TITLE</u> | <u>MAXIMUM</u> |
|--|----------------|
| Stock Clerk | \$21.63 |
| Laborer (if hired prior to 1/1/96) | 27.18 |
| Labor (Lead Man) | 28.38 |
| Sanitation Laborer, Heavy (if hired prior to 1/1/96) | 30.09 |
| Mechanic's Helper | 30.09 |
| Mechanical Repair (Light Equipment) | 30.09 |
| Sr. Stock Clerk Automotive | 30.46 |
| Sanitation Truck Driver | 31.46 |
| Mechanic | 30.83 |
| Body and Fender Mechanic | 30.83 |
| Senior Diesel Mechanic | 32.51 |
| Mechanic Diesel | 31.74 |
| Senior Mechanic | 31.13 |
| Hydraulic Repairer | 31.37 |
| Welder | 32.01 |
| Senior Welder | 32.77 |

For employees hired on or after January 1, 1999, the following two (2) step system shall apply:

| | |
|--|---------|
| 1 st year Laborer and Heavy Laborer | \$15.16 |
| 2 nd year Laborer | \$18.67 |
| 2 nd year Heavy Laborer | \$18.83 |
| 3 rd year Laborer | \$27.18 |
| 3 rd year Heavy Laborer | \$30.09 |

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