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AGREEMENT
Woodbridge Township
TOWNSHIP OF WOODBRIDGE

AND

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

(DIVISION OF PARKS)

X January 1, 1982 -- December 31, 1982

MURRAY, GRANELLO & KENNEY, ESQS.
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PREAMBLE

THIS AGREEMENT made and entered into this 29th day of *January*, 1982, by and between the TOWNSHIP OF WOODBRIDGE, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer" and LOCAL 469, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter known and designated as the "Union".

W I T N E S S E T H:

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Division of Parks, 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 I

RECOGNITION

Section 1: The Employer hereby recognizes the Union as the representative of the employees of the Division of Parks who have elected to be represented by the Union for the purpose of presenting and making known to their Department Head, or such person as may be designated by the Mayor, their grievance and proposals.

Section 2: It is further provided that any individual employee shall have the right at any time to present his own grievance or proposal. Any Union 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 employee who is a member of the Union and to forthwith remit the same to the Union office.

Section 4: The Union agrees to file a dues deduction authorization form with the employer for each employee prior to such deduction.

Section 5: The parties hereby acknowledge the passage of Assembly Bill No. 688 now known as P.L. 1979,

Chapter 477, an Act which amends and supplements the "New Jersey Employer-Employee Relations Act" which has established an agency shop in the public sector. Said Act authorized an agency shop in the public sector. Said Act authorized a representation fee in lieu of dues from non-members of the unit to be applied toward non-member services and benefits as a result of union representation.

It is AGREED between the parties that by payroll deduction Local 469 will be forwarded eighty-five (85%) percent of the regular membership dues, fees, initiation fee and assessment now assessed to the members from the non-members as authorized by the Act.

The Union and Employer acknowledge that they will comply with the terms and provisions of the Act in its entirety.

The Union hereby acknowledges that the amount of the representation fee and its intended use is subject to Section 2C of the Act.

The Union further acknowledges and states that any employee who pays the representation fee in lieu of dues shall have direct access to the Union Business Agent. If and when any questions arise as to the actual use by the Union of the representation fee, said employee has the right to obtain a review of the representation fee and if, in fact, any part of the representation fee is

used for purposes prohibited by this Act, the Union will return a pro rata share of the representation fee to said employee.

If, after a review is made as aforementioned and the employee is unsatisfied with the results thereof, said employee has the right to appeal to a Board appointed by the Governor to hear such appeals as set forth in Section 3 of the Act.

The Employer and Union further acknowledge that this Article is subject to any rules or regulations promulgated by the Commission to effect the purposes of this Act.

ARTICLE II

HOURS OF WORK

Section 1: Each employee shall receive a minimum guarantee of forty (40) hours work or pay for each week.

The work week shall be Monday through Friday. All hours beyond eight (8) hours in any one (1) day, or forty (40) hours in any week shall be paid at the rate of time and one-half (1-1/2).

Saturday work will be paid at the rate of time and one-half (1-1/2), the hourly rate for all hours worked, if occurring after forty (40) hours. When an employee is called to work on a Saturday, he shall be guaranteed a minimum of four (4) hours pay.

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

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a minimum of four (4) hours work or pay at the double time rate (2), plus the holiday pay. If an employee works a fifth (5th) hour, he is guaranteed an eight (8) hour work or pay for a holiday.

If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

All safety equipment shall be used at all times.

When an employee is called to work by the Road Department on behalf of the Road Department for snow removal, he shall be paid at the rate of normal time for the eight (8) hour day and at the overtime rate beyond that period.

Section 2: Lunch period for employees starting at 8:00 A.M. to be 12:00 noon to 12:30 P.M., for which the employee shall not be paid. Should an employee be required to work through his lunch period, he shall be given an opportunity to take a lunch period.

Employees who start other than 8:00 A.M. shall be given an opportunity to take a thirty (30) minute lunch break, should they desire so, without pay.

Past practices shall continue as to starting time.

Employees shall be granted a fifteen (15) minute coffee break in the morning (10:00 - 10:15 A.M.) and a fifteen (15) minute coffee break in the afternoon (2:00 P.M. - 2:15 P.M.) and be paid for such breaks.

Section 3: When an employee is not scheduled for work and his services are required, he may be called to work and time shall start at the time of call, provided the employee arrives within one-half (1/2) hour at the job site.

When an employee is called to work under the above condition, he shall be guaranteed a minimum of four (4) hours work or pay.

All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1-1/2) rate, excluding Sundays and holidays which shall be paid at the double (2) time rate. If an employee is called in outside of his regular hours, he shall be paid at the normal overtime rate.

If an employee is requested to work for a period beyond sixteen (16) hours, he shall have the option to report back to work within a six (6) hour period. He shall be paid for four (4) of those six (6) hours and not paid for two (2). The employee must advise a supervisor that he intends to rest for six (6) hours and then he must return to work. This provision shall only apply under circumstances where the employee is requested to return to work by the employer.

Section 4: When an employee is required to work twelve (12) hours or more, he shall be granted a second one half (1/2) hour lunch period at no loss of pay for such lunch period and be granted an additional half (1/2) hour lunch period for each five (5) hours over the above-mentioned twelve (12) hours.

Employee to be granted a meal allowance of \$3.00 for each twelve (12) hours worked.

Employees working for Streets or Roads Department, plowing snow, salt, sanding, etc., shall come under the

terms of the Roads and Streets Department contract Article II, Section No. 3, Paragraph No. 3 (when equipment is used).

Section 5: Call in Time - Concerning unusual, unavoidable and extreme circumstances of an acceptable nature whereby any employee finds that he will be late for work, his call will be accepted and provisions for his work assignment will be made if he presents himself for work soon thereafter.

The call must be made fifteen (15) minutes before the starting time, in effect, at the time that the lateness requirement occurs.

He will be paid for the time on the job.

ARTICLE III

HOLIDAYS

Section 1: The employees shall receive the thirteen (13) official holidays per year as presently authorized by the Municipal Council:

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

In addition to the above listed legal holidays, each employee shall be given his Birthday as a holiday; however, employee must work the day before the official holiday or his birthday.

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and be paid accordingly. Should any of the listed holidays fall on a Sunday, it shall be celebrated on Monday and paid accordingly.

Pay for the holidays not worked shall be eight (8) hours pay at the straight time rate.

Section 2: In the event that any of the above enumerated holidays shall fall on a regular work day,

Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 3: In the event a holiday named in this contract falls during an employee's vacation period; such employee shall receive an additional day's vacation.

ARTICLE IV

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.

Employees shall receive vacation with pay based on years of service in accordance with the following vacation table:

| | |
|---------------------------------|-----------------------------|
| 1 year to 5 years of service | - 12 days vacation with pay |
| 5 years to 10 years of service | - 15 days vacation with pay |
| 10 years to 15 years of service | - 18 days vacation with pay |
| 15 years to 20 years of service | - 20 days vacation with pay |
| 20 years to 25 years of service | - 28 days vacation with pay |
| 25 years and over of service | - 30 days vacation with pay |

Employee's pay check for his earned vacation shall be given to the employee prior to the start of his vacation provided that a request for said pay check is made at least two (2) weeks prior to the payroll department informing them of his vacation date.

Section 2: Senior employees shall be given preference in the selection of vacation periods, where consistent with work schedules.

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

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

Section 5: No vacations shall be taken in the months of April, May or June of each year.

ARTICLE V

SICK LEAVE

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

Employees with less than one (1) year's service to receive one (1) day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31, next. Following day of appointment and fifteen (15) days sick leave, with pay, for each calendar year thereafter. During the first three (3) months of employment, you may accumulate, but not take sick leave.

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

Section 2: After one (1) year's service, employee shall be entitled to not more than three (3) days for emergency and/or business reasons without loss of pay, provided at least one (1) day's notice is given in writing and that such emergency absence shall be granted one (1)

day at a time. No personal day shall coincide before or after the day of a holiday.

In lieu of the three (3) personal days, all employees shall be entitled to three (3) additional vacation days per year to be used one day at a time or in conjunction with scheduled vacations.

Should an employee encounter an unexpected emergency wherein he cannot give written notification then a phone call shall be considered adequate notice provided that said employee subsequent thereto submits documented proof of the emergency.

ARTICLE VI

DEATH IN FAMILY

In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive days absence with pay. The employee's wife, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law, and father-in-law shall constitute the employee's immediate family.

In the event of death of an employee's brother-in-law or sister-in-law, the employee shall be granted three (3) consecutive days absence with pay.

ARTICLE VII

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: Seniority shall mean the length of continuous service with the Employer, regardless of capacity or classification.

Section 4: In the event of layoff, seniority shall prevail, unless discharged for cause. In all cases of promotions employees with the greatest amount of seniority shall be given preference. It is the intention of the Employer to fill vacancies from within the Department before hiring new employees, provided employees are available with the necessary qualification and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

Section 5: One steward shall have during the respective periods in such capacity, top seniority and after his periods of service, he shall have a normal seniority status, with respect to layoff and recall.

Section 6: An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignations;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

Section 7: Notice of all job vacancies shall be posted on all bulletin boards within the Department. Said notice shall include the wage range. All vacancies in the Department to be filled within a reasonable period of time, but not to exceed sixty (60) days.

All trainees shall be paid at the rate established in Schedule "B" until an opening exists within the Department and that such employees will be hired by ability, merit and attendance and receive the rate of Schedule "A".

It is agreed that the Employer will sit with the Union before the ninety (90) day probationary period is finished so as to allow the Union to have input

before the openings are filled within the Department.

Section 8: The Employer, upon recalling, shall do so in inverse order of layoff. He shall recall the last employee laid off, providing, however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the Employer hire from the open market while employees on recall list qualified to perform the duties of the vacant position are ready, willing and able to be reemployed. The last employee laid off from a position will be the first recalled to that position.

Section 9: An employee recalled and reinstated to his former position shall receive his former rate of pay, or the minimum current wage for his position, whichever is higher.

Section 10: Any notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of said laid-off employee.

ARTICLE VIII

WORK CLOTHES

All employees shall be provided with the following, without cost to them:

(a) Mechanics to receive five (5) sets of coveralls or five (5) sets of uniforms, whichever they request;

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

(c) Four (4) pair of work gloves or equal per year, to be issued March 1st, June 1st, September 1st and December 1st;

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

Winter uniforms shall be provided by the Employer between October 15th and May 15th each year. First issue by October 15th.

For replacement of raingear, winter slush boots and winter coats, the old articles must be turned in for credit. Winter coats shall be supplied in January. Raingear, slush boots and winter coats to be supplied. Large lockers, if available, and coveralls for work involving painting to be supplied.

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

ARTICLE IX

BULLETIN BOARDS

Bulletin board will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health, safety, and general Union activities.

ARTICLE X

NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an employee because of his activities as a member of the Union. There shall be no discrimination against any employee because of his race, color, religious creed, national origin, political affiliation, sex or Union affiliation.

ARTICLE XI

MAINTENANCE OF EXISTING CONDITIONS

No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the Division of the Employer. This section shall not apply to any subject matter covered by this Agreement.

ARTICLE XII
GRIEVANCE MACHINERY

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

Section 2: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Section 3: Any aggrieved 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 General Foreman. 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 Superintendent of the Department of Parks. In the event that the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 3: The Union representative and the Director of the Department of Parks and Recreation or any such designated person shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties, upon notice to the other party.

Step 4: If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

- (a) The Business Agent of the Union;
- (b) The Shop Steward;
- (c) Director of Department of Parks and Recreation;
- (d) The Superintendent of the Department of Parks.

The Grievance Committee shall meet within seven (7) days of the receipt of it by the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather any information necessary for a decision, notwithstanding any other provision of this step, a decision must be announced within seven (7) days of the time the hearing closes.

If the grievance is received by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, the Union may go forward within five (5) days to Step 5.

Step 5: If the foregoing steps do effect the settlement of the grievance, either party may refer the dispute to the Business Administrator of the Township of Woodbridge, who shall convene a hearing within seven (7) days of the receipt by him of the decision of the Grievance Committee. The Business Administrator may hold hearings and gather information necessary for a decision. The Business Administrator must announce his decision within

fifteen (15) days of the receipt of the notice of appeal from the decision of the Grievance Committee.

If the grievance is not resolved by the Business Administrator, then the Union members may submit separate written reports to PERC Arbitration. The decision of PERC Arbitration shall be final and the employees shall have no further right of administrative appeal. Any fees shall be equally borne by both parties.

Section 5: It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that they will not strike, slow down or cause a slow down or engage in any work stoppage during the term of this Agreement. Any employee who violates the terms of this section shall be subject to discipline.

Section 6: Discipline - No employee shall be disciplined except for just and proper cause.

In any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent from the day when the incident occurred. During these three (3) working days the Employer and employee shall confer in an attempt

to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged with:

- (1) Incapacity due to mental or physical disability;
- (2) Intoxication while on duty;
- (3) Disorderly or immoral conduct;
- (4) Where violence and/or the health and safety of other employees or employer may be involved;
- (5) Serious neglect of duty.

In the event of a suspension in excess of five (5) working days or in the event of a termination, the employee shall be entitled to notice and hearing. At any such disciplinary hearing, the employee may be represented by the steward, the local union president, or designee, and a council representative.

In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.

The Union may elect to appeal the matter to an arbitration provided that such an appeal is joined in by the employee in writing. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.

In the event the employee involved elects the Civil Service Procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter to arbitration.

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

Section 7: Discharge or Suspension

(a) The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union Office within one (1) working day from the time of discharge or suspension.

(b) 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 as soon as possible, but no later than the normal pay period.

(c) A discharged or suspended employee must advise his Local Union in writing, within two (2) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within five (5) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

(d) Should it be proven that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth above within seven (7) days after the above notice of appeal is given to the Employer.

Section 8: If after the cooling off period as established by Section 6 above, it is determined that no disciplinary action should be taken, then any and all papers, inclusive of the complaint and other materials, must be removed from the personnel file within five (5) days of the date that it is determined that no action should be taken. If the action is taken, and if the employee is successful, either by way of mediation, arbitration or litigation, then the complaint and other related papers must be removed from the file within five (5) days of the date of the adjudication in favor of the employee.

ARTICLE XIII

JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he will be paid his regular daily earnings for such time as he is required to be in attendance at Court, less that amount paid by the Court.

ARTICLE XIV

RIGHTS OF VISITATION

Section 1: The business agent or his representative, or an 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 Superintendent 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 department during working hours and that this privilege shall be so executed as to keep at a minimum time lost thereby to the Employer.

ARTICLE XV

WAGES

Section 1: All employees who are certified as permanent employees shall receive the maximum rate shown on the attached Schedule "A", to be effective and retroactive to January 1, 1982.

Section 2: New employees hired after January 1, 1982, shall be hired at the minimum rate in that classification for which he is employed. After six (6) months' service, he shall receive an increment equal to one half (1/2) the difference between the maximum and minimum rate for his classification. Any employee not passing the Civil Service test for his classification shall not receive the top rate of pay for that classification until such time as the employee does pass the test.

By January first next after one (1) full year of service, employee shall receive the maximum rate for his classification, providing all requirements for permanent Civil Service status have been met.

Section 3: Longevity - In addition to the wage increase in Section 1 above, employees shall receive a longevity bonus in accordance with the following schedule:

| <u>Years of Service</u> | <u>Percentage of Annual Pay</u> |
|---------------------------|---------------------------------|
| After 5 years of service | 1 1/2% |
| After 10 years of service | 3% |
| After 15 years of service | 4 1/2% |
| After 20 years of service | 6% |
| After 25 years of service | 7 1/2% |

Longevity pay will be paid as a lump sum by the first pay in December of each year. Service for purposes of longevity pay shall be calculated from the date of first employment with the Employer and by time in the employ of the Employer, regardless of department or division, shall be counted. The Township agrees to prorate longevity pay for any employee who terminates employment in good standing during the year.

ARTICLE XVI

MEDICAL, SURGICAL AND HEALTH PLANS

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

B. The Township agrees to provide a \$2.00 co-pay prescription plan for the employee and his dependents. Prescription cards will be issued to all employees as soon after January 1, 1982 as possible.

C. The Township agrees to provide optical insurance coverage for the employee and his dependents.

D. For the purposes of this Article, dependent shall be defined only spouse and unmarried children in accordance with past practice. There will be no increase in the family coverage premium for 1982.

E. 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 XVII

APPLICATION OF SENIORITY

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

Where an employee in his respective classification has no service to perform and is required to work in another classification, he shall be assigned to the classification for which the pay is the greatest and an opening exists.

When three (3) or more employees are required to work overtime, a foreman shall also be required to work at the discretion of management.

When overtime is required or work is required on any premium day, such work shall be rotated among the qualified employees. Whenever an alternate is needed the Shop Steward shall be called first.

ARTICLE XVIII
SAFETY 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.

ARTICLE XIX

FIFTEEN MINUTE WASH UP

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

ARTICLE XX

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 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 XXI

TERMINATION OF DEPARTMENT OF PARKS AND RECREATION

If for any reason the Department of Parks and Recreation is abolished or discontinued as a service to the Township of Woodbridge, for the purpose of contracting privately for all or part of said service, those employees in either of these divisions who will be discharged without cause, other than the abolishment of said Division, and having completed five (5) years of satisfactory employment in said Division shall receive severance compensation at the rate of Six Hundred (\$600.00) Dollars for each year of continued service and major part of year thereof. The Union agrees that no demand for an increase in severance pay will be made during the next negotiation sessions.

ARTICLE XXII

TEMPORARY DISABILITY BENEFITS

The Township will provide to each employee temporary disability benefits equal to the State Disability Benefit Plan at no cost to the employees.

ARTICLE XXIII

SAVINGS AND SEPARABILITY

Section 1: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal 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 Sections are held invalid or enforcement of or compliance with has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all lawful economic recourse in support of its demands, notwithstanding any provision in the Agreement to the contrary.

ARTICLE XXIV

TERM OF AGREEMENT

Section 1: This Agreement shall become effective as of the first day of January, 1982 and shall remain in full force and effect and expire on the 31st day of December, 1982, at 11:59 P.M.

Section 2: This Agreement shall neither prevent nor grant the employees of the Department of Parks from receiving any general fringe benefits awarded any group of or all of the employees of the Township of Woodbridge by legislative action of the Mayor or the Municipal Council during the period of this contract.

TOWNSHIP OF WOODBRIDGE

By: Joseph DeMarino
JOSEPH DeMARINO, Mayor

Attest:

Joseph V. Valent

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

By: Edward W. [Signature]

Attest:

[Signature]
Michael [Signature]

SCHEDULE "A"
 PARKS AND RECREATION DEPARTMENT
 FOR THE YEAR 1982

| <u>HOURLY EMPLOYEES</u> | <u>MINIMUM</u> | <u>SIX MONTHS SERVICE</u> | <u>1982 MAXIMUM</u> |
|--|----------------|---------------------------|---------------------|
| Recreation and Parks Maintenance Foreman | 8.52 | 8.67 | 8.72 |
| Maintenance Repairer (Electrician) | 8.25 | 8.40 | 8.55 |
| Carpenter | 8.25 | 8.40 | 8.55 |
| Mechanic | 8.25 | 8.40 | 8.55 |
| Mechanics Helper | 7.90 | 8.05 | 8.20 |
| Senior Recreation and Parks Maintenance Worker | 7.94 | 8.09 | 8.24 |
| Recreation and Parks Maintenance Worker | 7.79 | 7.94 | 8.09 |
| Laborer | 7.66 | 7.81 | 7.96 |

TOWNSHIP OF WOODBRIDGE

By: Joseph DeMarino, Mayor

Attest: _____

 LOCAL 469, An Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

Attest: _____
 By: _____