

THIS BOOK DOES
NOT CIRCULATE

1974

12-25

THIS AGREEMENT, made and entered into this first day of
January, 1974 by and between the TOWNSHIP OF WOODBRIDGE, a Municipal
Corporation of the State of New Jersey, hereinafter known and design-
ated as the "Employer" and LOCAL 469, an affiliate of the Interna-
tional Brotherhood of Teamsters, Chauffeurs, Warehousemen and
Helpers of America, 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
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 Town-
ship of Woodbridge.

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1. RECOGNITION

Section 1.

The Employer hereby recognized the Union as the represent-
ative 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 grievances 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 deductions.

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 worked 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 (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 holidays, 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 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 9:00 A.M. shall be given an opportunity to take a thirty (30) minute lunch breach should they desire so, without pay.

Past practices shall continue as to starting times.

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 - 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 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.

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 \$2.00 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 page #4, Section #3, paragraph #4 (when equipment is used).

ARTICLE III HOLIDAYS

Section 1.

The employees shall receive the twelve (12) official holidays per year as presently authorized by the Municipal Council:

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

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 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 vacationable:

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 and over of service.....25 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 prorated vacation.

Section 4.

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

Section 5.

All vacations will be scheduled at the discretion of managements.

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 months of employment, you may accumulate but not take sick leave.

All unused sick leave days to be accumulated and credited

to employee. Upon retirement, the employee shall be entitled to receive paid up coverage for the employee and his family in the full medical, surgical, hospital and/or major medical program currently in effect for Township employees at the time of termination for one (1) year for each fifteen (15) days accumulated and unused sick leave.

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.

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 THE FAMILY

Section 1.

In case of death in the immediate family, an employee shall be granted three (3) days off following the date of death, with pay. Payment shall be made for only such of the three (3) days as are working days. These days shall not be charged against sick leave. Immediate family is hereby defined to include spouse, father, mother, sister, brother, or children, or any member of the immediate household.

ARTICLE VII SENIORITY AND PERMANENT EMPLOYEE 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. Temporary employees shall not have seniority benefits until hired as of the original date of employment.

Section 3.

Seniority shall mean the length of continuous service with the Employer regardless of capacity or department for purposes of longevity sick time and vacations.

Section 4.

In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the employer's policy to place promotions on the basis of employee's ability, fitness and seniority and Civil Service Certification. 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 qualifications and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

Section 5.

One (1) steward shall have, during the respective periods in such capacity, top seniority and after his periods of service he shall have a normal seniority status, with respect to layoff and recall.

Section 6.

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.

Section 8.

The Employer, upon recalling, shall do so in the inverse 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 the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. 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 rate of pay or the minimum current wage for his position, whichever is the higher.

Section 10.

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such 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 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.

ARTICLE IX. BULLETIN BOARDS

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

ARTICLE X. NONDISCRIMINATION

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 therefore 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 representatives 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:

- (1) The Business Agent of the Union.
- (2) The Shop Steward.
- (3) Director of the Department of Parks and Recreation.
- (4) The superintendent of the Department of Parks.

The Grievance committee shall meet within seven (7) days of the receipt by it of the written grievance and shall promptly convene to consider the grievance. The committee may hold hearings, and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is unanimous, then the Union members and the employee members of the Grievance Committee shall submit separate written reports to PERC Arbitration and a decision shall be made by the Arbitrator no later than thirty (30) days after the case has been heard. The decision of PERC Arbitration shall be final and the employee 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 discharge.

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 representatives, 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 representatives shall not, in any way, interfere with the working of the department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

ARTICLE XV WAGES

Section 1.

All employees who are certified as permanent employees shall receive the maximum rate as shown on the attached Schedule "A" page #21 to be effective and retroactive to January 1, 1974.

Section 2.

New Employees hired after January 1, 1974 shall be hired at the minimum rate in that classification for which he is employed.

After six (6) months service, he shall receive an increment equal to one-half (1/2) the difference between the minimum and maximum rate for his classification.

By the January first next after one (1) full year of service, he 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 or based upon the Council adopted Ordinance, if improved by Council they shall receive it.

ARTICLE XVI MEDICALS, SURGICAL AND HEALTH PLANS

No rights, privileges or benefits currently in effect for the employees will be reduced or terminated during the period of this agreement. Including the present medical-surgical and major medical plan, such benefits to be extended to include Rider "J" of the Blue Cross Plan.

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 TERM OF AGREEMENT

Section 1.

This agreement shall become effective as of the first day of January, 1974 and shall remain in full force and effect and expire on the 31st day of December, 1974 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.

Section 3.

(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 lock outs 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 4.

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 only 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.

Section 5.

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 therefore. 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) In respect to discharge, the Employer must give at least one (1) warning notice of the specific complaint against such in writing, and a copy of the same to the Union and the Shop Steward. The warning notice as herein provided shall not remain in effect for a period of more than three (3) months from the date of the occurrence upon which the complaint and warning notice are based.

(c) 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.

(d) 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.

(e) 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 in Sections 17 and 18 within seven (7) days after the above notice of appeal is given to the Employer.

Section 6.

Savings and Separability Clause

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, or as to which compliance with or enforcement of has been restrained, shall not be effected thereby. In the event any Articles or Sections are held invalid, or as to which compliance with or enforcement of has been restrained, shall not be effected thereby. In the event any Article or Sections are held invalid or enforcement of or compliance with which 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.

Section 1.

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.

An employee shall not be entitled to holiday pay unless he works both the day before and the day after the said holiday. If a holiday falls on a Monday, the employee must work the preceding Friday and subsequent Tuesday. If a holiday falls on a Friday, the employee must work the preceding Thursday and subsequent Monday. The only exception to this Article is if an employee is ill on either the preceding or subsequent day to a holiday and if said employee produces written documentation by way of a signed physicians certificate indicating that in the opinion of the physician the employee was not able to work because of illness.

SCHEDULE "A"

PARKS AND RECREATION DEPARTMENT

	<u>Minimum</u>	<u>Six (6) Mos.</u>	<u>Maximum</u>
Mech. Repair Foreman	\$4.96	\$5.11	\$5.26
Working Mech Repair Asst. Foreman	4.69	4.84	4.99
Carpenter	4.69	4.84	4.99
Mechanic	4.69	4.84	4.99
Mechanic Helper	4.34	4.49	4.64
Senior Maintenance Man	4.38	4.53	4.68
Maintenance Man	4.23	4.38	4.53
Laborer	4.10	4.25	4.40

ATTEST:

BY: Joseph V. Valenti

ATTEST

BY: David Johnson

TOWNSHIP OF WOODBRIDGE:

John Kennedy

LOCAL 469, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSE-
MEN AND HELPERS OF AMERICA

W. W. [Signature]