

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

TEAMSTERS LOCAL NO. 469, DIVISION OF STREETS AND SEWERS SUPERVISOR

**(DIVISION OF STREETS AND SEWERS SUPERVISORS)**

January 1, 2011 through December 31, 2013

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**TABLE OF CONTENTS**

PREAMBLE	.....	1
ARTICLE I	RECOGNITION .....	2
ARTICLE II	HOURS OF WORK .....	4
ARTICLE III	HOLIDAYS .....	10
ARTICLE IV	VACATIONS .....	12
ARTICLE V	SICK LEAVE.. .....	13
ARTICLE VI	DEATH IN FAMILY .....	15
ARTICLE VII	SENIORITY AND PERMANENT EMPLOYMENT SECURITY .....	16
ARTICLE VIII	WORK CLOTHES .....	18
ARTICLE IX	BULLETIN BOARDS.....	19
ARTICLE X	NON-DISCRIMINATION .....	20
ARTICLE XI	MAINTENANCE OF EXISTING CONDITIONS .....	21
ARTICLE XII	GRIEVANCE MACHINERY .....	22
ARTICLE XIII	JURY DUTY .....	26
ARTICLE XIV	RIGHTS OF VISITATION .....	27
ARTICLE XV	WAGES .....	28
ARTICLE XVI	MEDICAL, SURGICAL AND HEALTH PLANS .....	30
ARTICLE XVII	APPLICATION OF SENIORITY .....	33
ARTICLE XVIII	SAFETY COMMITTEE/HEALTH AND WELFARE COMMITTEE.....	34
ARTICLE XIX	FIFTEEN MINUTE WASH UP .....	35
ARTICLE XX	NO STRIKE OR LOCKOUT .....	36
ARTICLE XXI	TERMINATION OF DIVISION OF STREETS AND SEWERS SUPERVISOR.....	37

ARTICLE XXII      TEMPORARY DISABILITY BENEFITS .....38  
ARTICLE XXIII     HEALTH & SUBSTANCE ABUSE EDUCATION PROGRAM.....39  
ARTICLE XXIV      SAVINGS AND SEPARABILITY .....40  
ARTICLE XXV        USE OF VEHICLES .....41  
ARTICLE XXVI      MISCELLANEOUS .....42  
ARTICLE XXVII     TERM OF AGREEMENT .....43  
EXHIBIT A          SALARY SCHEDULE .....44

**PREAMBLE**

THIS AGREEMENT, made and entered into this     day of                             , 2009, by and between the TOWNSHIP OF WOODBRIDGE, a Municipal Corporation of the State of New Jersey (hereinafter known and designated as the "Employer"), and Teamsters Local 469, Division of Streets and Sewers Supervisor(hereinafter known and designated as the "Union")

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

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**  
**RECOGNITION**

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

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

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

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 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 the 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 representative fee, said employee has the right to obtain a review of the representation fee and if, in fact, any part of the representation fee is used for purposes prohibited by this Act, the Union will return a pro rata share of the representation fee to said employee.

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

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

## ARTICLE II

### HOURS OF WORK

Section 1: Each Supervisor 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 subject to the minimum. When a Supervisor is required to work on a Saturday, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half (1-1/2) rate, and such Supervisor shall be present and available for such minimum time.

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

When a Supervisor is required to work on a Sunday or holiday, he shall be guaranteed a minimum of eight (8) hours work or pay at the double (2) time rate, plus the holiday pay (triple time for eight (8) hour day). If a Supervisor requests permission to leave before expiration of the minimum time, the minimum shall not apply.

In the event an employee's paycheck is short in the amount of \$50.00 or more, due to management error, a new paycheck will be issued that day.

“Stand-by.” The parties acknowledge that a stand-by program is in effect and will be continued for the duration of this contract. The stand-by program covers the period from 3:30 p.m. Friday to 7:00 a.m. on the following Monday, regardless of holidays. All Supervisor wishing to volunteer for such stand-by work shall apply to the Division Head, and Supervisor shall serve in rotation from a list of such volunteers, prepared by the Division Head, provided that the Supervisor

are capable of operating the necessary equipment, in the opinion of the Division Head.

A stand-by crew shall consist of three (3) men, (one (1) Supervisor and two (2) employees). The on-call Union Supervisor will determine if a full crew is needed for each call.

All safety equipment shall be used at all times.

The stand-by crew shall be paid eighteen (18) hours straight time for stand-by and shall be further compensated at the rate of time and one-half (1-1/2) for all hours worked during that stand-by period.

Upon implementation of the second shift (Section 7), weekend stand-by pay shall be reduced from eighteen (18) hours to sixteen (16) hours.

Working time for stand-by crews shall commence when the crew is called out provided the crew assembles within a reasonable time. Anything to the contrary notwithstanding, other provisions of this Agreement, including but not limited to wages, hours, minimum work time, overtime, double time for Sundays and holidays, and seniority selection of Supervisors shall not apply to the stand-by program.

Section 2: Lunch period for Supervisors starting at 7:00 a.m. shall be one-half hour (1/2) period from 11:00 a.m. to 12:00 p.m., for which Supervisors shall not be paid. Should a Supervisor be required to work through his lunch period, he shall be given an opportunity to take a lunch period and be paid for such lunch period.

Supervisors shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon and be paid for such breaks.

Section 3: When a Supervisor 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 Supervisor arrives within a reasonable time. Under normal circumstances, a reasonable time, for the purposes of the



preceding sentence, shall be one (1) hour. If an employee arrives after the one (1) hour time limit, they shall be paid for time on the job only. Employees may justify their failure to call within the one (1) hour time period in extraordinary circumstances, in flat tire, traffic accident, severe inclement weather or other extraordinary circumstances.

When a Supervisor is called to work under the above condition, he shall be guaranteed a minimum of eight (8) hours work or pay. All hours worked outside of the Foreman'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 a Supervisor is called in outside of his regular hours, he shall be paid at the regular rate for the time worked during his regularly scheduled hours and shall be paid at the time and one-half (1-1/2) or double (2) time rate for all hours worked outside the Foreman's regularly scheduled hours.

Notwithstanding the foregoing, if a Supervisor is called in three (3) or more hours before commencement of his regular shift, he shall remain on premium time for work during his regular shift.

When supervising any emergency, the Foreman, after sixteen (16) hours of continuous supervisory work, shall be granted six (6) hours rest and be paid for four (4) hours at straight time rate. When supervising snow plowing and sanding, the Supervisor shall receive double (2) time before and after working hours and will continue to receive double time pay if such work carries into the regular shift. On Sundays and holidays, when supervising snow plowing and sanding, Supervisor shall receive double time pay for the first eight hours and triple time pay thereafter. Crews on the standby shift from 3:30 p.m. on Monday to 7:00 a.m. on Friday, who are called to work to perform snow plowing, sanding or any other task related to severe

inclement weather, will be paid double time without a limitation of assignment. The Township retains discretion whether to call in an additional crew to assist in the performance of these tasks.

Regular working hours are from 7:00 a.m. to 3:30 p.m., Monday through Friday. The Road Department shall be called first as the primary department for all sanding and snow removal operations.

Section 4: When a Supervisor is required to work twelve (12) hours or more, he shall be granted two one-half (1/2) hour lunch periods, at no loss of pay.

Supervisors shall be granted a fourteen (\$14.00) dollar meal allowance for each twelve continuous hours worked.

Section 5: Call-in Time. Concerning unusual, unavoidable and extreme circumstances of an acceptable nature, whereby any Supervisor 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.

Section 6: Regular working hours for the Motor Broom Supervisor will be 4:00 a.m. to 12:00 p.m. Regular working hours for the Traffic Safety Coordinator will be 40 hours per week – 6:00 a.m. to 2:00 p.m.

Section 7: Second Shift. The Township may create a second shift for, among other purposes, sewer maintenance flushing and general emergency response. The shift will start at 3:30 p.m. and end at 11:30 p.m., Monday through Friday. Emergencies arising during the hours of 3:30

p.m. and 11:30 p.m. on Monday through Friday will be handled by the second shift crew. The new shift will be manned in accordance with the procedure set forth in Section 8 below. Emergencies arising after 11:30 p.m. Monday through Friday will require the notification of the stand-by crew. Employees working the second shift shall receive a ten percent (10%) shift differential.

Section 8: In the event the Township exercises its discretion to assign employees to a second shift, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

(a) The Township shall first request volunteers in the required job classification from among employees in the relevant department or unit, who shall be assigned the designated schedule. In the event that an employee who has volunteered to work in this shift wishes to return to the regular work schedule, he will be permitted to do so after three (3) months upon twenty (20) working days notice to the employer.

(b) Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory and made in reverse order of seniority, with the least senior employee in the relevant department and/or unit in the required job classifications being assigned to the designated work shift.

(c) Newly hired employees, being the least senior in the department and/or unit in the job classification affected, shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification in the relevant department and/or unit. In such event, the more senior employee may bid upon a different shift on the basis of relevant seniority.

(d) Aside from the initial effect of a new hire into the department and/or unit provided for in subsection (c) above, there shall be no bumping with respect to work schedules.

(e) The assignment of work schedules shall be reviewed periodically for the

purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

Section 9: After eight (8) hours of continuous work during snow, Supervisor will be given temporary relief from their job assignment on an as needed basis.

Except in emergency circumstances as deemed by the Director, management will not operate equipment or plow snow until all qualified Road Department Personnel are called to work.

Section 10: Any employee moving to a higher classification should receive the wage for that title for a minimum of four (4) hours except that if the Supervisor works more than four (4) hours in a day in the higher classification he will be paid the higher rate for the full day.

**ARTICLE III**

**HOLIDAYS**

Section 1: The Supervisors shall receive 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
Washington's Birthday	Election Day (general)
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day After Thanksgiving Day
Christmas Day	

In addition to the above-listed legal holidays, each Supervisor hired prior to January 1, 1999 shall be given his birthday as a holiday. Employees hired on or after January 1, 1999 are not eligible for the birthday holiday. Birthday holiday for Supervisor hired prior to January 1, 1999 may be taken any time within that month provided the day off is requested 72 hours in advance and is approved by the supervisor.

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 of the above mentioned holidays fall on a regular workday, Monday through Friday, and Supervisor 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 a Foreman's

vacation period, such Supervisor shall receive an additional day's vacation.

**ARTICLE IV**

**VACATIONS**

Section 1: Up to one (1) year of service, each Supervisor shall receive one (1) working day vacation, with pay, for each full month of service. New Supervisors are eligible for their accumulated vacation after one (1) year of service from the date of hire.

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

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

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

Section 2: Seniority for vacation selection shall be based on Streets Division seniority. Senior employees shall be given preference for vacation selection. In the event that employees have the same Streets Division seniority, the employee with greater Overall seniority shall have preference. Transferred employees will choose their vacations whenever their turn arrives within the Streets Division seniority list. In the event that employees have the same Streets Division seniority, the employee with the greater Overall seniority shall have preference. Cancelled vacations shall be posted immediately. Employees will be able to bid on these days. Streets Division seniority shall determine the recipient.

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

Section 4: Vacation time must be used in the year earned except that vacation time may be carried over into the following year. The time carried over must be used the following year or it will be lost.



**ARTICLE V**

**SICK LEAVE**

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

Supervisors 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 31st, following the day of appointment. Fifteen (15) days sick leave, with pay, to be granted for each calendar year thereafter. During the first three (3) months of employment, Supervisors may accumulate, but not take, sick leave. All sick time for the calendar year shall be posted on January 1st of that year, in lieu of the accumulation of 1-1/4 days per month.

All unused sick leave days to be accumulated and credited to Foreman. Upon death or retirement, a Supervisor hired prior to January 1, 1999 shall be paid one-half (1/2) the rate of pay in effect for each unused accumulated sick day to a maximum of Fifteen Thousand (\$15,000.00) Dollars, provided he/she uses all accumulated vacation time prior to retirement excepting with permission of Business Administrator for the needs of the Department. Supervisors hired on or after January 1, 1999 shall be paid for accumulated sick time to a maximum of Seven Thousand, Five Hundred (\$7,500.00) Dollars.

Section 2: After one (1) year's service, Supervisors 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. Personal days must be used in the year earned and cannot be converted into vacation days.

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.

Section 3: If, at any time, during the term of this contract the State allows Supervisors to be covered by a State Unemployment Compensation Act, the Supervisors covered by this contract shall be entitled to full amount allowed by the above-referred Act.

Section 4: An employee is not required to call in sick after the first day, if out sick on consecutive days, provided that if the employee expects to be out more than one day, he shall so notify his supervisor of the anticipated time off. The employee will be allowed the opportunity to come back to work sooner than anticipated. Sick calls will only be accepted by the General Supervisor or his extension. The name and number of the General Supervisor will be posted.

Section 5: Provided that an employee has used two (2) or less sick days per year, the employee will have the option of being paid for five (5) unused sick days at the end of the year.

Section 6: 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. 1<sup>st</sup> Offense - Verbal Warning
- b. 2<sup>nd</sup> Offense - Written Warning
- c. 3<sup>rd</sup> Offense - Minor Discipline (1 Day)
- d. 4<sup>th</sup> Offense – Minor Discipline (3-5 Days)
- e. 5<sup>th</sup> Offense - Major Discipline (5+ Days)
- f. 6<sup>th</sup> Offense – Termination

## 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 work days absence with pay. Said absence shall not be accumulative and must be in conjunction with the death in the family. The employee's wife, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law, father-in-law, stepchildren, stepbrother, stepsister, stepmother and stepfather, shall constitute the employee's immediate family.

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

In the event of death of an employee's son-in-law or daughter-in-law, the employee shall be granted one (1) day's absence with pay.

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

## ARTICLE VII

### SENIORITY AND PERMANENT EMPLOYMENT SECURITY

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

Section 2: Upon completion of the probationary period, such Foreman's seniority shall be effective as of the original date of employment, except as provided in Section 3 of this Article.

Section 3: Overall Seniority shall mean the length of continuous service with the Employer, regardless of capacity or classification. Streets Division seniority shall mean the length of continuous service with the Division of Streets, regardless of capacity or classification. Transferred employees shall be placed on the bottom of the Streets Division seniority list but shall keep his/her Overall Township seniority. Section 4: In the event of a layoff, Overall seniority shall prevail, unless discharged for cause. In all cases of promotions, employees with the greatest amount of Overall seniority shall be given preference. It is the intention of the Employer to fill vacancies from within the department before hiring new Supervisors, provided Supervisors 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: A Supervisor shall lose all seniority rights for any one or more of the following reasons:

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

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

Section 9: A Supervisor 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 a Supervisor who has been laid off shall be made by registered or certified mail to the last known address of said laid-off Foreman.

**ARTICLE VIII**

**WORK CLOTHES**

A. The Township agrees to supply the following items on a replacement basis: raingear, rubber sewer gloves, slush boots, Tyvek suits, waders and tree climbing boots. New employees will be issued these items.

B. Effective January 1, 1996, all other uniforms, equipment and cleaning will be provided by the employees. The Township shall pay the following amount in a lump sum annually in lieu of providing same:

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

The clothing allowance will be paid annually as a lump sum in a separate check. No deductions will be made from the clothing allowance, and bargaining unit members agree that they bear sole responsibility for all tax liabilities related to the clothing allowance.

The above amounts will be prorated for any employee who is out of work for any reason for more than three (3) months in any year or retires or resigns during the year. All times are calculated from July 1 to June 30. Sick Leave, Family Leave, Vacation, Workers Compensation, and Personal Days shall not be calculated in the amount of days used to prorate the clothing allowance. 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.

C. The Township will establish a dress code.

**ARTICLE IX**

## **BULLETIN BOARDS**

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

**ARTICLE X**

**NON-DISCRIMINATION**

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.



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

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

Step 1: The Supervisor and the Steward or the Supervisor 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 Supervisor 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 Head of the Division of Streets and Sewers. 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 Stewards and Union will discuss the grievance with the Director of the Department of Public Works. The parties shall meet within seven (7) days of the receipt by the Director of the written grievance, and shall promptly convene to consider the grievance. The Director may hold hearings, and gather any information necessary for a decision.

Notwithstanding any other provision of this step, a decision must be announced within seven (7) days of the time the hearing closes. The Director's failure to render a decision within the time prescribed shall constitute a denial of the grievance at this Step. If the grievance is not resolved by the Director, then the Union may forward the matter to the next step in the procedure.

Step 4: If the foregoing steps do not effect the settlement of the grievance, either party may refer the dispute to the Business Administrator within seven (7) days of the receipt by him of the decision of the Grievance Committee. The Business Administrator may hold hearings and gather any 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 may submit the matter to arbitration before an arbitrator appointed by and in accordance with PERC practices and procedures for arbitration.

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 Supervisors 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 Supervisor who violates the terms of this section shall be subject to discharge.

Section 6: Discipline. 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 an 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.

In the event any 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 a Foreman, the Employer must immediately notify the Supervisor 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. If 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.

C. Any Supervisor discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge.

D. A discharged or suspended Supervisor 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 to a discharged or suspended Foreman, 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.

**ARTICLE XIII**

**JURY DUTY**

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

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

## ARTICLE XIV

### RIGHTS OF VISITATION

The Business Agent or his representatives, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Division Head for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the working of the Division during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

**ARTICLE XV**

**WAGES**

**Section 1:**

A. Upon the Effective Date of this MOA, the hourly rate for Supervisor, Motor Brooms shall be \$33.93.

B. Revise Exhibit A to incorporate the agreement that upon the Effective Date of this MOA, the hourly rate for the Traffic Safety Coordinator will be increased by an amount that is equal on an annual basis to \$1200 above the rate of rank and file employees under his supervision in the Traffic Safety Division.

C. Upon the Effective Date of this MOA, the title "Supervisor, Streets" and its corresponding wage rate shall be deleted from Exhibit A and the Agreement, where appropriate.

D. Effective and retroactive to January 1, 2011, any reference to any stipend or bonus shall be removed from the Agreement.

E. Effective and retroactive to January 1, 2011, the productivity bonus of \$900 shall be rolled into base salary.

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

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

**Section 2:** **Longevity.** In addition to the wage increase above, employees hired prior to January 1, 1996 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	2.5%
After 10 years of service	4.0%
After 15 years of service	5.5%
After 20 years of service	7.0%
After 24 years of service	8.5%

Employees hired on or after January 1, 1996, who are subsequently promoted into the Supervisor's unit, shall receive a longevity bonus set forth in the rank and file agreement.

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.

A. For Calendar Year 2011, Longevity pay will be paid as a lump sum by the first pay in December of that year. Service for purposes of longevity 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 that year.

B. For Calendar Year 2012, base salary shall be inclusive of half (1/2) the longevity payment at the employee's level as of December 31, 2012. The remaining half (1/2) of the longevity payment shall be paid in a lump sum by the first pay in December of that year. For those employees with less than five (5) years of service on that date, base salary shall be inclusive

of half (1/2) the lowest level longevity payment of 2½% (hired prior to 1/1/96).

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

D. 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 2½% (hired prior to 1/1/96).

## 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, except as outlined below.
- B. For the purpose of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice. The family deductible shall be met when any combination of insureds (employee or dependent) meet the deductible.
- C. The Township will continue to offer the Traditional/PPO and POS health benefit plans. The Traditional/PPO health benefit plan will not be available to employees hired on or after January 1, 2009.
- D. Under the Traditional/PPO Plan, the family deductible shall be \$1,000.00 for all employees. The single deductible shall be \$500.00 for all employees. The employees' annual maximum out-of-pocket expense shall be \$2,500.00 per person, per year.
- E. Under the Traditional/PPO plan, employees shall contribute fifteen percent (15%) toward the plan cost; however, the employee contribution shall not increase by more than 12% in any given calendar year. Effective January 1, 2012, under the Traditional/PPO plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee's contribution is less than fifteen (15%) of the plan cost. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate

equivalents.

- F. Under the POS Plan, the co-pay for a Regular Office visit shall be \$5.00 and the co-pay for a Specialist Office visit shall be \$10.00.
- G. Under the POS plan, employees shall contribute five percent (5%) toward the plan cost; however, the employee contribution shall not increase by more than 10% in any given calendar year. Effective January 1, 2012, under the POS Plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee's contribution is less than five (5%) of the plan cost. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents.
- H. Both the POS Plan and Traditional/PPO Plan shall be amended to provide that deductibles for out-of-network Surgi Centers shall be \$1,000.00, up to a maximum benefit of \$3,000.00.
- I. The Township agrees to provide a \$5.00 co-pay prescription plan for generic drugs, a \$17.50 co-pay prescription plan for brand name drugs, and a \$25.00 co-pay for non-preferred name brand drugs for the employee and his dependents. For any mail order prescription, each employee shall pay \$7.50 for generic drugs, \$26.00 for preferred name brand drugs, and \$37.50 for non-preferred name brand drugs. If there is a single source brand drug for which there is no chemical or therapeutic equivalent, the source brand drug shall be provided at the preferred drug co-pay rate, even if the drug falls under the non-preferred status.
- J. The Township's prescription plan shall cover the cost of birth control pills.
- K. Retirees with twenty-five (25) or more years of service with the Township will not

be obligated to pay medical and hospital benefits. Effective January 1, 1991, a minimum of ten (10) years of service with the Township is required for retiree eligibility to participate in the group plan at the retiree's own cost.

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.

- L. The 80<sup>th</sup> 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.
- M. 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.
- N. 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.
- O. 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.

- P. The Township agrees to provide Zyban (annually with prescription) as specified in the Township Health Insurance Plan.
- Q. The Township shall implement pre-admission certification and second surgical opinion programs as specified in the Township Health Insurance Plan.
- R. The Township agrees to provide well-baby care as specified in the Township Health Insurance Plan.
- S. Corrective footwear which is prescribed by a doctor will be covered under the Township prescription plan.
- T. The Township agrees to provide coverage for routine physical examinations, laboratory tests and routine chest x-rays subject to plan deductibles, and co-pays, and limits as specified in the Township Health Insurance plan.
- U. The Township agrees to provide coverage for mammograms every year after age 40.
- V. The Township's self-insured plan shall be improved to pay the cost of an annual Well Woman physical examination which shall include the cost of the Pap test and visit.
- W. The Township agrees to explore establishing a Group long term health care policy as a voluntary benefit at no cost to the Township.
- 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.

The Employer reserves the right to terminate the existing health insurance plan and provide the employees with an equal plan with no reduction in benefits.

## ARTICLE XVII

### APPLICATION OF SENIORITY

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

Where a Supervisor 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 or more employees are required to work overtime, a Supervisor shall also be required to work. When sanding, salting or snow plowing operations are required, each truck with a driver and helper shall be considered as one unit.

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



**ARTICLE XVIII**

**SAFETY COMMITTEE/HEALTH AND WELFARE COMMITTEE**

A. All complaints regarding an employee's safety shall be handled through the grievance machinery.

No employee shall be required to operate unsafe equipment, and further, the Employer shall not require an employee to operate any equipment that does not meet the safety requirements of the State of New Jersey.

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

B. 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 implemented and must result in a net cost savings to the Township.

**ARTICLE XIX**

**FIFTEEN MINUTE WASH UP**

Supervisors 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 Supervisor guilty of violating the provisions of subsection A hereof. But the Union shall not be liable for damages for breach of contract in the event that the Supervisors 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 DIVISION OF STREETS AND SEWERS SUPERVISORS**

If for any reason the Division of Streets and Sewers 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 this Division 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 year thereof.

**ARTICLE XXII**

**TEMPORARY DISABILITY BENEFITS**

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

## **ARTICLE XXIII**

### **HEALTH AND SUBSTANCE ABUSE EDUCATION PROGRAM**

The Township and the Union recognize the existence of drug and alcohol related problems in our society. In order to combat these problems locally, the parties agree to establish a mandatory health and substance abuse education program. This program will include educational components, counseling and, where appropriate, rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

Disciplinary action will not be taken for volunteering for rehabilitation or counseling.

## ARTICLE XXIV

### 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 XXV**

**USE OF VEHICLES**

Supervisors may be able to use their work pick-up to and from work and for stand-by and snow emergencies.



**ARTICLE XXVI**

**MISCELLANEOUS**

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

The Township will supply every foreman's vehicle with a first-aid kit, which will be resupplied on an as-needed basis.

Supervisors shall be permitted to take the Certified Public Works Manager Course; however, no more than one Supervisor shall be permitted to take the course at the same time.

Each Supervisor shall receive a copy of the Township of Woodbridge Employee Handbook and any updates made to it.


ARTICLE XXVII

TERM OF AGREEMENT

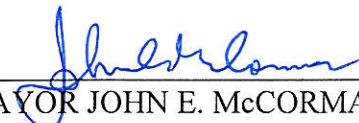
Section 1: This Agreement shall become effective as of the first day of January, 2011, and shall remain in full force and effect and expire on the 31st day of December, 2013 at 11:59 p.m.

Section 2: This Agreement shall not prevent nor grant the Supervisors of the Division of Streets and Sewers from receiving any general fringe benefits or holidays awarded the employees of the Township of Woodbridge by legislative action of the Mayor or the Municipal Council during the period of this contract.

ATTEST:

  
\_\_\_\_\_

TOWNSHIP OF WOODBRIDGE

By:   
MAYOR JOHN E. McCORMAC  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

TEAMSTERS LOCAL UNION NO. 469,

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

**EXHIBIT A**

**TEAMSTERS LOCAL 469 DIVISION OF STREETS AND SEWERS**

**SUPERVISOR**

<b>TITLE</b>	<b>1/1/2011</b>	<b>7/1/2012</b>	<b>7/1/2013</b>
<b>SUPERVISOR, TREES</b>	<b>34.36</b>	<b>34.88</b>	<b>35.58</b>
<b>SUPERVISOR, ROADS</b>	<b>34.36</b>	<b>34.88</b>	<b>35.58</b>
<b>SUPERVISOR, SEWERS</b>	<b>34.36</b>	<b>34.88</b>	<b>35.58</b>
<b>SUPERVISOR, RECYCLING OPERATIONS</b>	<b>34.36</b>	<b>34.88</b>	<b>35.58</b>
<b>SUPERVISOR, MAINTENANCE REPAIR</b>	<b>34.36</b>	<b>34.88</b>	<b>35.58</b>
<b>SUPERVISOR, MOTOR BROOMS</b>	<b>34.36</b>	<b>34.88</b>	<b>35.58</b>
<b>SUPERVISOR, TRAFFIC SAFETY COORDINATOR</b>	<b>29.41</b>	<b>32.60</b>	<b>33.25</b>

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