

37M 3-0007
12-25
THIS AGREEMENT made and entered into this 25th day of

March, 1971, 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".

WITNESSETH:

WHEREAS, it is the purpose of this agreement to prescribe the legitimate rights of those municipal employees working in the Division of Streets and Roads, 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 1. RECOGNITION

Section 1. The Employer hereby recognizes the Union as the representative of the employees 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 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 deductions.

ARTICLE 11. 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 from Monday through Friday. All hours worked beyond eight (8) hours in any one day or forty (40) hours in any week shall be paid at the rate of time and one-half.

Saturday work shall be paid at the rate of time and one-half the hourly rate for all hours worked subject to the minimum. When an employee 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 rate, and such employee shall be present and available for such minimum time.

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 eight (8) hours work or pay at the double time rate, plus the holiday pay. (Triple time for eight (8) hour day). If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

"Stand-by" - The parties acknowledge that a stand-by program is in effect and may be continued or discontinued by the Employer. The stand-by program covers the period from 4:30 P.M. Friday to 8:00 A.M. on the following Monday, regardless of holidays. All employees wishing to volunteer for such stand-by work shall apply to the Division Head and employee shall serve in rotation from a list of such volunteers, prepared by the Division Head, provided that the employees are capable of operating the necessary equipment, in the opinion of the Division Head.

A stand-by crew shall consist of three (3) men (Foreman and two (2) employees).

All safety equipment shall be used at all times.

The stand-by crew shall be paid twelve (12) hours straight time for stand-by and shall be further compensated at the rate of time and one-half ($1\frac{1}{2}$) for all hours worked during that stand-by period.

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 employees shall not apply to the stand-by program.

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 and be paid for such lunch period.

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

Past practices shall continue as to starting times.

Employees shall be granted a 15 minute coffee break in the morning and a 15 minute coffee break in the afternoon 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 a reasonable time.

When an employee 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 employee's regular hours shall be paid at the time and one-half rate, excluding Sundays and holidays which shall be paid at the double

time rate. If an employee is called in outside of his regular hours and works partly regular hours and partly outside 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 or the double time rate for all hours worked outside the employee's regularly scheduled hours.

When equipment is used for plowing snow and salt sanding there shall be two employees on each piece of equipment under normal conditions. The rules of Article XVII shall also apply.

Section 4. When an employee is required to work twelve (12) hours or more he shall be granted a second one-half hour lunch period at no loss of pay for such lunch period and be granted an additional half hour lunch period for each 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.

ARTICLE 111. 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
Fourth of July	Christmas

In addition to the above listed legal holidays, each employee shall be given his Birthday as a holiday.

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 year of service, each employee shall receive one 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 " " " "
10 years to 15 years of service	18 " " " "
15 years to 20 years of service	20 " " " "
20 years and over of service	25 " " " "

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

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 year's service to receive one 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 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 un-used 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 year for each fifteen (15) days accumulated and un-used sick leave.

Section 2. After one 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 day's notice is given in writing and that such emergency absence shall be granted one (1) day at a time.

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.

Section 3. Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

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 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 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 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 former 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 two (2) sets of coveralls, plus uniforms.
- b. Two (2) pair of work shoes per year issued by February 1st and

August 1st.

- c. Four (4) pair of Wolverine Gloves per year.

d. Summer uniforms with short sleeves shall be provided by the Employer between May 15th and October 15th each year. 1st 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 & winter coats 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 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 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 Union representatives and the Director of Public Works 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 Public Works
4. The Head of the Division of Streets and Sewers.

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 not unanimous, then the Union members and the Employee members of the Grievance Committee shall submit separate written reports to PERC Arbitration. 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.

ARTICLE XIV - RIGHTS OF VISITATION

Section 1. 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 representatives 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. All employees who are certified as permanent employees

shall receive the maximum rate as shown on the attached Schedule "A" to be effective and retroactive to January 1, 1971.

Section 2. New employees hired after January 1, 1971 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 the difference between the minimum and maximum rate for his classification.

By the January first next after one 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%
" 10 " " "	3%
" 15 " " "	4-1/2%
" 20 " " "	6%
" 25 " " "	7-1/2%

Longevity pay will be paid as a lump sum by ^{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.

ARTICLE XVI.- MEDICALS, SURGICAL AND HEALTH PLANS

No rights, privileges or benefits currently in effect for the employees shall 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.

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 - TERM OF AGREEMENT

Section 1.. This Agreement shall become effective as of the first day of January, 1971 and shall remain in full force and effect and expire on the 31st day of December, 1971.

Section 2. This Agreement shall not prevent the employees of the Division of Streets and Sewers from receiving any general fringe benefits awarded the employees of the Township of Woodbridge by legislative action of the Municipal Council during the period of this Contract.

SCHEDULE "A"

SALARIES AND WAGES 1971
DEPARTMENT OF PUBLIC WORKS
DIVISION OF STREETS AND SEWERS

<u>SALARIED EMPLOYEES</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Sr. Public Works Inspector (C. Thomas)	\$8,770.00	\$9,390.00
Public Works Inspector (B. Damoci)	7,408.00	8,224.00
Watchman	117.00/wk	127.00/wk
 <u>HOURLY EMPLOYEES</u>		
Mechanical Repair Foreman	4.00/Hr.	4.33/Hr.
Maintenance Repair Foreman	4.00 "	4.33 "
Sewer Foreman	4.00 "	4.33 "
Road Foreman	4.00 "	4.33 "
Welder	3.80 "	4.20 "
Mechanical Repairman	3.75 "	4.06 "
Carpenter	3.75 "	4.06 "
Heavy Equipment Operator	3.75 "	4.06 "
Equipment Operator	3.55 "	3.85 "
Truck Driver	3.45 "	3.74 "
Maintenance Repairman	3.35 "	3.65 "
Laborer	3.25 "	3.52 "
Sewer Repairman	3.40 "	3.70 "
Laborer (When working in sanitary sewer or manhole)	3.40 "	3.67 "
Watchman Part Time	2.90 "	3.07 "
Tree Climber	3.70 "	4.00 "

ATTEST:

By: [Signature]

ATTEST: Thomas R Tombo

By: [Signature]
[Signature]
[Signature]

TOWNSHIP OF WOODBRIDGE

[Signature]

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

By: [Signature]