

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

TEAMSTERS LOCAL UNION NO. 469, AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

**(DIVISION OF PARKS)**

January 1, 2011 through December 31, 2013

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**PREAMBLE**

THIS AGREEMENT, made and entered into this     day of                     , 2011, 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 Union No. 469, Affiliated with the International Brotherhood of Teamsters (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 Township of Woodbridge.

NOW, THEREFORE, it is agreed as follows:



**ARTICLE I**  
**RECOGNITION**

Section 1: The Employer hereby recognizes the Union as the representative of the employees of the Division of Parks and employees in the position of Animal Control Officers and Health Educator 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.

Section 5: The parties hereby acknowledge the passage of Assembly Bill No. 688, now known as P.L. 1979, Chapter 477, an Act which amends and supplements the "New Jersey Employer-Employee Relations Act" which has established an agency shop in the public sector. Said Act authorized an agency shop in the public sector. Said Act authorized a representation fee in lieu of dues from non-members of the unit to be applied toward non-member services and benefits as a result of union representation.

It is AGREED between the parties that by payroll deduction Local 469 will be forwarded

eighty-five (85%) percent of the regular membership dues, fees, initiation fee and assessment now assessed to the members from the non- members as authorized by the Act.

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

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

The Employer and 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 employee shall receive a minimum guarantee of forty (40) hours work or pay for each week.

The work week shall be Monday through Friday, and standard hours are 7:00 a.m. to 3:30 p.m. 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 ½).

Saturday work will be paid at the rate of time and one half (1 ½) the hourly rate for all hours worked, if occurring after forty (40) hours. When an employee is called to work on a Saturday, he shall be guaranteed a minimum of four (4) hours pay.

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

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

If an employee 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.

All safety equipment shall be used at all times.

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

prior to the regular shift, the employee will continue to receive double time pay if such work carries over into the regular shift. All Laborers holding a C.D.L. license will receive the Senior Maintenance rate of pay when called to work for plowing snow and salt sanding.

Section 2: The lunch period for employees starting at 7:00 a.m. shall be a one-half hour (1/2) period from 11:00 a.m. to 12:00 a.m., for which employees 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 7:00 a.m. shall be given an opportunity to take a thirty (30) minute lunch break, should they desire so, without pay.

Employees shall be granted a fifteen (15) minute coffee break in the morning (10:00 a.m. – 10:15 a.m.) and a fifteen (15) minute coffee break in the afternoon (2:00 p.m. – 2:15 p.m.) and be paid for such breaks. Employees on summer hours shall have their breaks set by the immediate supervisor.

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 an employee arrives within one-half (1/2) hour at the job site.

When an employee is called to work under the above condition, he shall be guaranteed a minimum of four (4) hours work or pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1-1/2) rate, excluding Sundays and holidays which shall be paid at the double (2) time rate. If an employee is called in outside of his regular hours, he shall be paid at the normal overtime rate.

If an employee is requested to work for a period beyond sixteen (16) hours, he shall have the option to report back to work within a six (6) hour period. He shall be paid for four (4) of those

six (6) hours and not be paid for two (2). The employee must advise a supervisor that he intends to rest for the six (6) hours and then he must return to work. This provision shall apply only under circumstances where the employee is requested to return to work by Employer.

Section 4: When an employee 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, to be scheduled by his supervisor.

Employees shall be granted a fourteen dollars (\$14) meal allowance for each twelve hours worked.

Employees working for Streets and Road Department, plowing snow, salt sanding, etc., shall come under the terms of the Road and Streets Contract, Article II, Section No. 3, Paragraph No. 3 (when equipment is used).

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

The call must be made thirty (30) 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: Hours of Work Employees needed to perform in a higher classification shall receive the higher classification's rate upon performing said work, for a minimum period of four (4) hours. Upon meeting the minimum hourly threshold, employees shall be paid the higher rate for the remainder of the shift, including overtime.

**ARTICLE III**

**HOLIDAYS**

Section 1: The employees 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               |
| Election Day (general) | Washington's Birthday      |
| Veteran's Day          | Good Friday                |
| Thanksgiving Day       | Day after Thanksgiving Day |
| Memorial Day           | Christmas Day              |
| Fourth of July         |                            |

In addition to the above-listed legal holidays, each employee hired prior to January 1, 1999 shall be given his birthday as a holiday. Birthday holiday for employees 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. The employee must work the day before the official holiday or his birthday. Employees hired on or after January 1, 1999 are not eligible for the employee birthday 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 numerated holidays fall on a regular workday, 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 a employee's vacation period, such employee shall receive an additional day's vacation.

**ARTICLE IV**

**VACATIONS**

Section 1: Up to one (1) year of service, each employee shall receive one (1) working day vacation with pay for each full month of service.

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

1 - 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

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

Section 2: Seniority for vacation selection shall be based on Parks Division seniority. Senior employees shall be given preference for vacation selection. In the event that employees have the same Parks Division seniority, the employee with greater Overall seniority shall have preference. Transferred employees will choose their vacations whenever their turn arrives within the Parks Division seniority list. In the event that employees have the same Parks Division seniority, the employee with the greater Overall seniority shall have preference. Ten (10%) percent of the employees covered under this agreement shall be allowed to use vacation during each week of the year. Cancelled vacations shall be posted immediately. Employees will be able to bid on these days. Parks Division seniority shall determine the recipient.



Section 3: Any employee eligible for vacation, whose employment has 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: 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 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, employee may accumulate, but not take sick leave.

All unused sick leave days to be accumulated and credited to employee. Upon death or retirement, an employee 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 Dollars (\$15,000.00), provided he/she uses all accumulated vacation time prior to retirement excepting with permission of Business Administrator for the need of the department. For employees hired on or after January 1, 1999 the payment will be calculated in the above manner, but will be a maximum of Seven Thousand, Five Hundred Dollars (\$7,500.00).

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.

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: 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 Superintendent or his/her designee or his/her extension. The name and number of the Superintendent will be posted.

Section 4: 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 (6+ 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. The employee's wife, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law father-in-law, stepchildren, stepbrothers, stepsisters, 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 and daughter-in-law, the employee shall be granted three (3) consecutive days absence with pay.

## ARTICLE VII

### SENIORITY AND PERMANENT EMPLOYMENT SECURITY

Section 1: Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such employees 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: Overall Seniority shall mean the length of continuous service with the Employer, regardless of capacity or classification. Parks Division seniority shall mean the length of continuous service with the Division of Parks, regardless of capacity or classification. Transferred employees shall be placed on the bottom of the Parks 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 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 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. All vacancies in the Department to be filled with a reasonable period of time, but not to exceed sixty (60) days.

All trainees shall be paid at the rate established in the attached schedules until an opening exists within the Division and that such employees will be hired by ability, merit and attendance.

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

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

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

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

**ARTICLE VIII**

**WORK CLOTHES**

Section 1: Effective January 1, 1996, the Township agrees to supply raingear and painters overalls on a replacement basis. New hires will be issued raingear and painter's overalls if needed. All other uniforms and equipment will be provided by the employee. All times are calculated from July 1 to June 30.

The Township shall provide for the following:

2011	\$900 (including all Animal Control employees)
2012	\$925
2013	\$950

. 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. 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.

Section 2: The Township shall 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 of 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 employee 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 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 settlement of the grievance, either party may refer the dispute to the Business Administrator of the Township of Woodbridge, who shall convene a hearing within seven (7) days of the receipt by him/her of the decision of the Grievance Committee. The Business Administrator may hold hearings and gather information necessary for a decision. The Business Administrator must announce his/her decision within fifteen (15) days of the receipt of the notice of appeal from 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. The decision of PERC Arbitration shall be final and the employees shall have no further right of administrative appeal. Any fees shall be equally borne by both parties.

Section 5: It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedure of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that they will not strike, slow

down, or cause a slow down or engage in any work stoppage during the term of this Agreement. Any employee who violates the terms of this section shall be subject to discipline.

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

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

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

The Union may elect to appeal the matter to arbitration provided that such an appeal is joined in by the employee in writing. Matters for which an appeal mechanism is prescribed by law to the Department of Personnel shall not be submitted to arbitration.

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

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

Section 7:     Discharge or Suspension

A.     The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of a employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the local Union

office within one (1) working day from the time of discharge or suspension.

B. Any employee discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days or as soon as possible, but no later than the normal pay period.

C. A discharged or suspended employee must advise his local Union in writing, within two (2) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within five (5) days from the date of discharge or suspension.

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

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

**ARTICLE XIII**

**JURY DUTY**

An employee called for jury duty will be excused from work for the period actually in attendance at Court and he/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 representative or an officer of the Union shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Superintendent for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the working of the department during working hours and that this privilege shall be so executed as to keep at a minimum time lost thereby to the Employer.



**ARTICLE XV**

**WAGES**

Section 1:

A. Effective and retroactive to January 1, 2011, any reference to the productivity bonus shall be removed from the Agreement.

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

C. 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%).

D. 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: It is understood and agreed that a Senior Maintenance Worker who does not possess the legally required driver's license shall receive the Maintenance Worker rate of pay.

Section 3: 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, in addition to the wage rate set forth in this

agreement, shall receive a longevity bonus in accordance with the following schedule:

<u>Years of Service</u>	<u>Dollar Amount</u>
After 5 years of service	\$ 882.00
After 10 years of service	\$1,400.00
After 15 years of service	\$1,940.00
After 20 years of service	\$2,470.00
After 24 years of service	\$3,000.00

- 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 either 2½% (hired prior to 1/1/96) or \$882.00 (hired after 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 either 2½% (hired prior to 1/1/96) or \$882.00 (hired after 1/1/96).

Section 4: The Township will pay Sanitation Driver rate to driver of Sanitation truck. Lifter on back of sanitation truck to be paid at the Lifter's rate for such work.

The Township will pay Carpenter rate for hours assigned to Carpenter work as defined by Civil Service job description "Maintenance Repairer" (Carpenter) in addition to a memorandum issued by Director. Loader Driver to receive heavy equipment operator pay. Tree Climber to receive Tree Climber rate. Tractor Driver to receive Senior Maintenance worker pay.

Section 5: If a foreman is out of work the position is to be filled by a member from rank and file in the Township's discretion.

## 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. Employee contributions shall be as follows:
- 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 copy 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 lense 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

Parks Division seniority shall be considered 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 two (2) 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/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.

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 cost savings idea must be original, must implemented and must result in a net cost savings to the Township.

**ARTICLE XIX**

**FIFTEEN MINUTE WASHUP**

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

## ARTICLE XX

### NO STRIKE OR LOCKOUT

#### Section 1:

A. During the term of this Agreement, there shall be no strike, cessation of work on the part of the Union or its members, and no lockouts on the part of the Employer.

B. The Employer shall have the right to discipline any employee guilty of violating the provisions of subsection A hereof, but the Union shall not be liable for damages for breach of contract in the event that the employees engage in any activity prohibited by this section, but which the Union has not authorized and which the Union has used its best efforts to prevent and terminate; Union liability, however, shall exist in case, but only in case, the Union calls, sanctions, ignores, disregards, or fails to take affirmative action to terminate such strike activity.

Section 2: Protection of Rights – Picket Lines - It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket lines at the Employer's places of business.

The foregoing shall be applicable to the extent permitted by law, nothing herein contained shall be constituted to be a contract or agreement expressed or implied, which in any manner violates Federal or State law as presently enacted or amended or interpreted during the term of this Agreement.

**ARTICLE XXI**

**TERMINATION OF DEPARTMENT OF PARKS AND RECREATIONS**

If for any reason the Department of Parks and Recreation is abolished or discontinued as a service to the Township of Woodbridge, for the purpose of contracting privately for all or part of said service, those employees in 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 (\$1,000.00) Dollars for each year of continued service and major part of year thereof.

## **ARTICLE XXII**

### **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. The 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 XXIII**

**TEMPORARY DISABILITY BENEFITS**

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

**ARTICLE XXIV**

**MISCELLANEOUS**

A. The Township agrees to reimburse employees for all costs associated with the permit and renewal of CDL licenses. The employee will be reimbursed within 30 days of proof of payment to the Director of the Department of Public Works. Employees will only be reimbursed for the costs of endorsements upon approval by the Director. If an employee is seeking to move from Class B to Class A, such employee is not required to seek prior approval from the Director.

B. The titles of: Animal Control Officer, Assistant Animal Control Officer and Health Educator shall be governed by the terms and conditions of employment set forth in the Side Bar Agreement attached hereto and made a part hereof. No other provisions of this Agreement shall apply to these titles.

C. The Township agrees to reimburse employees for any required background check or finger printing that is necessary by law for the employee to maintain his/her CDL.

D. Mechanics shall receive \$300 annual tool allowance on July 1, each year of the Agreement.

E. One (1) foreman and two (2) rank and file employees shall be designated as pesticide applicators by the Township. The designated foreman shall receive a \$1250 annual stipend paid on July 1, 2011, July 1, 2012 and July 1, 2013 for his/her work as the pesticide applicator. The designated rank and file employees shall receive a \$1000 annual stipend paid on July 1, 2011, July 1, 2012 and July 1, 2013 for his/her work as the pesticide applicator.



## ARTICLE XXV

### ANIMAL CONTROL OFFICERS/ASSISTANT ANIMAL CONTROL OFFICERS

This Article shall apply to Animal Control Officers/Assistant Animal Control Officers in the negotiations unit employed or to be employed by the Township of Woodbridge. The provisions enumerated below modify the terms of the Parks Department Agreement. All other applicable provisions of the Parks Agreement not modified below apply to Animal Control Officers/Assistant Animal Control Officers. The Parties recognized that provisions regarding work scheduling in Parks would not apply.

#### 1. Hours

Animal Control Officers/Assistant Animal Control Officers shall work a thirty-five (35) hour work week of five (5) seven (7) hour days. Hours worked in excess of seven (7) hours in a day or thirty-five (35) hours in a week will be paid at time and one half. The current one (1) hour minimum call in shall continue to apply.

The work week for the Animal Control Officer with the most Township seniority shall be Monday through Friday, 8:30 a.m. to 4:30 p.m. with a one hour unpaid lunch period. Time worked on Saturdays shall be paid at time and one half.

The work week for any less senior or Assistant Animal officer shall be (4) seven (7) hour days between Monday and Friday and one (1) seven (7) hour day on Saturday. Employees on this work schedule will work Saturdays from 8:30 a.m. to 4:30 p.m. at straight time with a one (1) hour unpaid lunch period and an additional four (4) days Monday to Friday from 10:00 a.m. to 6:00 p.m. with a one-hour unpaid lunch period. The four (4) weekdays to be worked will be scheduled between the affected employee(s) and the Department Head. The Township may, in its sole discretion, assign new hires in either position to a Monday through Friday work week.

Animal Control Officers/Assistant Animal Control Officers will receive double time (2x) for hours worked on Sundays and holidays. The current one (1) hour minimum call in shall continue to apply.

2. Standby pay

On-call system for Animal Control Officer (ACO):

Weekday/Saturday night: The on-call ACO will be on call from 6:00 p.m. to 8:30 a.m. the following morning, except for Mondays and Sunday. On Mondays, the ACO will be on-call from 4:30 p.m. to 8:30 a.m. the following morning. On-call time under this section will be paid four (4) hours at straight time rates regardless of how many times the ACO is called out.

Sunday/holiday: Each ACO will work 8:30 a.m. until 8:30 a.m. the next morning whenever covering a Sunday or holiday on-call. On-call time under this section will be paid six (6) hours at straight time rates regardless of how many times the ACO is called out.

3. In the event no volunteers show up to assist the on-call ACO with duties of cleaning the shelter, then a second ACO shall be called in for four (4) hours pay to help assist at a rate of four (4) hours pay. Uniforms

Animal Control Officers/Assistant Animal Control Officers shall receive three (3) summer sets of greens and three (3) winter sets of greens. At the employee's option greens may be replaced with coveralls. In addition, Animal Control Officers/Assistant Animal Control Officers shall receive a uniform allowance during the term of the Agreement in annual allotments as follows:

2011	\$900 (including all Animal Control employees)
2012	\$925
2013	\$950

4. Salaries

All animal control officers shall receive the across the board negotiated salary increase received by the Parks Department employees.

5. Holidays

Animal Control Officers/Assistant Animal Control Officers pay for the holidays not worked shall be seven (7) hours pay at the straight time rate.

6. Vacations

The Summer restrictions on Parks Department employees shall not apply.

7. Grievance Procedure

For Animal Control Officers/Assistant Animal Control Officers the grievance procedure shall be amended as follows:

Step 1: Change “General Foreman” to “Immediate Supervisor”.

Step 2: Change “Superintendent of Department of Parks” to “Department Head”.

Step 3: Add subsection F.

F. In Health Department, Head of Department or Superintendent.

The provisions of Articles XIX, Wash up and Article XXI, Termination of Department of Parks and Recreation shall not apply.

## ARTICLE XXVI

### HEALTH EDUCATOR

The position Health Educator shall receive the negotiated wage increase received by Parks Department employees. All other terms and conditions of employment for the position of Health Educator shall remain unchanged unless modified below. The provisions of the Parks contract shall not apply unless such provisions are identical to the current terms and conditions of employment for the position of Health Educator.

#### 1. Seminar Reimbursement

The Township shall reimburse the Health Educator for the cost of attending required seminars provided the Township has been notified of the employee's attendance at the seminar and has approved the expenditure.

#### 2. Grievance Procedure

The amendments to the grievance procedure contained in the Animal Control Officer/Assistant Animal Control Officer article shall apply to the position of Health Educator.

#### 3. Vehicle Allowance

The Township agrees to have a vehicle available for the Health Educator or in the absence of such availability agrees to pay mileage at the same rate paid to all other employees of the Township in such instances.

#### 4. Hours of Work

The Health Educator shall work a thirty-five (35) hour work week of five (5) seven (7) hour days. Hours worked in excess of seven (7) hours in a day or thirty-five (35) hours in a week will be compensated by compensatory time or overtime pay at time and one-half in the discretion of management.

5. Effective January 1, 2006, the parties agree to make the salary and pay grade of the Public Health Educator equal to that of the Program Coordinator, Drug and Alcohol Abuse.

## **ARTICLE XXVII**

### **DRIVE CONTRIBUTIONS**

The Employer agrees to deduct from the Paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

## ARTICLE XXVIII

### 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 XXIX**

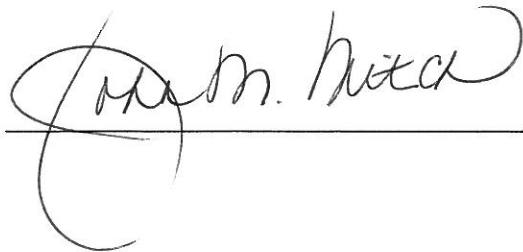
**TERM OF AGREEMENT**

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 employees of the Department of Parks 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.

1.

ATTEST:

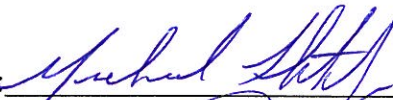


  
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TOWNSHIP OF WOODBRIDGE

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

ATTEST:

TEAMSTERS LOCAL UNION NO. 469,

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



**APPENDIX "A"**  
**TEAMSTER LOCAL 469 DIVISION OF PARKS**

<u>Title</u>	<u>2011</u>		<u>July 1, 2012</u>		<u>July 1, 2013</u>	
	<u>Start</u>	<u>One Year Max</u>	<u>Start</u>	<u>One Year Max</u>	<u>Start</u>	<u>One Year Max</u>
Supervisor Parks/Supervisor Recreation Maintenance	31.31	32.54	31.78	33.03	32.42	33.69
Supervising Mechanic	31.15	32.54	31.62	33.03	32.25	33.69
Truck Driver (Sanitation Truck)		30.41		30.86		31.48
Maintenance Repairer (Electrician)	28.66	29.11	29.09	29.55	29.67	30.14
Maintenance Repairer (Carpenter)	28.26	28.72	28.68	29.15	29.25	29.73
Sr. Maintenance Repairer (Carpenter)	28.66	29.11	29.09	29.55	29.67	30.14
Heavy Equipment Operator	28.66	29.11	29.09	29.55	29.67	30.14
Mechanic Diesel	28.26	30.70	28.68	31.16	29.25	31.78
Tree Climber	28.43	29.11	28.85	29.55	29.43	30.14
Senior Parks Maintenance Worker	27.80	28.29	28.22	28.71	28.78	29.29
Laborer, Heavy (Sanitation)		28.26		28.68		29.25
Mechanic's Helper	27.65	27.96	28.06	28.38	28.62	28.95
Recreation/Parks Maintenance Worker	27.36	27.72	27.77	28.13	28.33	28.69
Laborer 1 <sup>st</sup> year		16.08		16.32		16.65
Laborer 2 <sup>nd</sup> year		19.96		20.26		20.67
Laborer 3 <sup>rd</sup> year- Max		26.36		26.75		27.29

