

-0341

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12-25

1975

THIS AGREEMENT made and entered into this 12th day of June, 1975, 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 who are Foremen 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 I. RECOGNITION

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

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Section 2. It is further provided that any individual Foreman shall have the right at any time to present his own grievance or proposal. Any union Foreman 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 Foreman 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 Foreman prior to such deductions.

ARTICLE II. HOURS OF WORK.

Section 1. Each foreman 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 a Foreman 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 Foreman shall be present and available for such minimum time.

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

When a Foreman 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 time rate, plus the holiday pay. (Triple time for eight (8) hour day). If a Foreman 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 Foremen wishing to volunteer for such stand-by work shall apply to the Division Head and Foremen shall serve in rotation from a list of such volunteers, prepared by the Division Head, provided that the Foremen 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 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.

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 Foremen shall not apply to the stand-by program.

Section 2. Lunch period for Foremen starting at 8:00 a. m. to be 12:00 noon to 12:30 p. m. , for which Foreman shall not be paid. Should a Foreman 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.

Past practices shall continue as to starting time.

Foremen 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 a Foreman 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 Foreman arrives within a reasonable time.

When a Foreman 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 rate, excluding Sundays and holidays which shall be paid at the double time rate. If a Foreman 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 Foreman's regularly scheduled hours.

When supervising plowing snow and sanding, the Foreman after supervising sixteen (16) hours continuous shall be granted four (4) hours' rest and be paid for four (4) hours at straight time rate providing the Foreman reports back to work if required. When supervising snow plowing and sanding, the Foreman shall receive double time after regular working hours and triple time on Sundays and holidays. The above paragraph shall not apply for stand-by crews called for normal emergencies.

Regular working hours are 8:00 a. m. to 4:30 p. m. Monday through Friday.

Section 4. When a Foreman 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 five (5) hours over the above mentioned twelve hours.

Foremen to be granted a meal allowance of \$2.00 for each twelve (12) hours worked.

ARTICLE III. HOLIDAYS.

Section 1. The Foremen shall receive twelve (12) official holidays per year as presently authorized by the Municipal Council:

New Years 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 Foreman 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 any of the above-enumerated holidays shall fall on a regular work day, Monday through Friday, and Foremen 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 Foreman shall receive an additional day's vacation.

ARTICLE IV. VACATIONS

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

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

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

Foreman's pay check for his earned vacation shall be given to the Foreman 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 Foremen shall be given preference in the selection of vacation periods, where consistent with work schedules.

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

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

ARTICLE V. SICK LEAVE.

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

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

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

Section 2. After one (1) year's service, Foreman 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.

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

ARTICLE VI. DEATH IN THE FAMILY

Section 1. In case of death in the immediate family, a Foreman 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. One (1) day leave will be allowed for the funeral of mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather.

ARTICLE VII. SENIORITY AND PERMANENT EMPLOYEE SECURITY

Section 1. Newly hired foremen shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such foreman 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 Foreman's seniority shall be effective as of the original date of employment.

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

Section 4. In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of Foreman'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 Foremen, provided Foremen are available with the necessary qualification and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

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

Section 6. A Foreman 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 a 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 Foreman laid off, providing, however, that such Foreman has the qualifications for the position for

which he is recalled. Under no circumstances shall the Employer hire from the open market while Foremen on recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last Foreman laid off from a position will be the first recalled to that position.

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

ARTICLE VIII. WORK CLOTHES.

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

- (a) All Foremen to receive three (3) sets of summer uniforms and three (3) sets of winter uniforms.
- (b) Two (2) pairs of work shoes per year issued by February 1st and August 1st.
- (c) Four (4) pair of Wolverine Gloves or equal made in the U.S.A. per year issued March 1st, June 1st, September 1st and December 1st. One pair of rubber gloves to be issued to all Foremen where necessary, to be replaced as required, upon return of the damaged

rubber gloves up to a maximum of two (2) pairs per year.

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

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

For replacement of raingear, winter slush boots, winter coats and rubber gloves, the old articles must be turned in for credit and replaced within two (2) weeks. Winter coats shall be supplied in January.

Raingear, slush boots and 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. NON DISCRIMINATION

The employer agrees that it will not discriminate against a Foreman because of his activities as a member of the Union. There shall be no discrimination against any Foreman 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 Foreman 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 Foreman and the Steward or the Foreman 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 Foreman 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:

- (a) The business agent of the Union
- (b) The shop steward
- (c) Director of Public Works
- (d) 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 Foreman members of the Grievance Committee shall submit separate written reports to PERC Arbitration. The decision of PERC Arbitration shall be final and the Foreman 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 Foremen 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 Foreman who violates the terms of this section shall be subject to discharge.

ARTICLE XIII. JURY DUTY

A Foreman 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 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. All Foremen 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, 1975.

Section 2. New Foremen hired after January 1, 1975 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. Any Foreman not passing the Civil Service test for his classification shall not receive the top rate of pay for that classification until such time as the Foreman does pass the test.

By the January first next after one (1) full year of service, Foreman 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, Foremen shall receive a longevity bonus in accordance with the following schedule:

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

Longevity pay will be paid as a lump sum by 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. MEDICAL, SURGICAL AND HEALTH PLANS

No rights, privileges or benefits currently in effect for Foremen 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 Foremen in each classification

than required, the most senior Foreman in this classification shall be assigned to perform the duties required.

Where a Foreman 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 foreman 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 Foremen. Whenever an alternate is needed, the Shop Steward shall be called first.

ARTICLE XVIII. SAFETY COMMITTEE

All complaints regarding a Foreman's safety shall be handled through the grievance machinery.

ARTICLE XIX. TERM OF AGREEMENT

Section 1. This Agreement shall become effective as of the first day of January, 1975 and shall remain in full force and effect and expire on the 31st day of December, 1975.

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

Section 3. No Strikes - No Lockouts

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

Section 4. Protection of Rights

Picket Lines. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this agreement, and including the primary picket line at the Employer's place of business.

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

Section 5. Discharge or Suspension

A. The employer shall not discharge nor suspend any Foreman without just cause. In all cases involving discharge or suspension of a Foreman, the Employer must immediately notify the Foreman 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 the discharge or suspension.

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

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

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

E. Should it be proven that an injustice has been done a discharged or suspended 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 in Sections 17 and 18 within seven (7) days after the above notice of appeal is given to the Employer.

Section 6. Savings and Separability Clause.

If any Article or Section of this Agreement should be 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 Articles or Sections to persons or circumstances other than those to which it has been held invalid, or as to which

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

Section 7. Call In Time.

Concerning unusual, unavoidable and extreme circumstances of an acceptable nature whereby any Foreman 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 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.

SCHEDULE "A"

SALARIES AND WAGES JANUARY 1, 1975
DEPARTMENT OF PUBLIC WORKS - DIVISION OF STREETS AND
SEWERS

<u>HOURLY EMPLOYEES</u>	<u>MINIMUM</u>	<u>6 MONTHS'</u> <u>SERVICE</u>	<u>MAXIMUM</u>
Mechanical Repair Foreman	5.32	5.49	5.65
Maintenance Repair Foreman	"	"	"
Sewer Foreman	"	"	"
Road Foreman	"	"	"

All back wages including overtime shall be paid no later than the first payday in July.

ATTEST:

BY: Joseph V. Valenti

ATTEST:

BY: _____

TOWNSHIP OF WOODBRIDGE

By: John J. Cassidy
John J. Cassidy
Mayor

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

BY: Robert W. Rossi
Robert W. Rossi
Business Agent
Joseph Kargershw