

**RESOLUTION #14-100**

**RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH UFCW LOCAL 1360**

**Contract Term: January 1, 2014 through December 31, 2017**

**WHEREAS**, the contract between the City of Woodbury and United Food & Commercial Workers Union, Local 1360 expired December 31, 2013; and

**WHEREAS**, the Manager in conjunction with the Labor Counsel have negotiated and recommended approval of the contract modifications set forth in the Memorandum of Agreement (“MOA”) attached hereto; and

**WHEREAS**, the members of UFCW Local 1360 have approved said contract modifications; and

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the City of Woodbury to approve such contract modifications and MOA.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Woodbury that the contract modifications set forth in the attached MOA between the City of Woodbury and UFCW Local 1360 are hereby approved and the Mayor and/or Administrator are authorized to execute the MOA and a contract consistent with the MOA.

**ADOPTED**, at a regular meeting of the Mayor and City Council held on May 27, 2014.

**CITY OF WOODBURY**

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

  
**DAVID TROVATO**  
President Pro Tempore of Council

**ATTEST:**

  
\_\_\_\_\_  
**ROY A. DUFFIELD, City Clerk**

**MEMORANDUM  
OF  
AGREEMENT  
BY  
AND  
BETWEEN  
UFCW LOCAL 1360  
AND  
THE CITY OF WOODBURY**

It is hereby agreed by and between The City of Woodbury ("Employer") and United Food & Commercial Workers Union, Local 1360 ("Union") that the following shall be the full and complete agreement and understanding between the above-named parties for the renewal of their collective bargaining agreement. The terms of the prior collective bargaining agreement, dated January 1, 2009 through December 31, 2013 shall remain in full force and effect, except as modified herein:

**1. ARTICLE 2 – RECOGNITION**

Delete from Section A; Excluded, "temporary & seasonal employees."

Section B will be modified to read: "It is understood that upon exceeding (6) consecutive months of full time employment in any one calendar year period, an employee shall attain the status of full time and be included in the unit."

Section C: Seasonal Employees will be considered part of the bargaining unit and limited to ninety (90) calendar days of service per year.

**2. ARTICLE 6 – GRIEVANCE PROCEDURE**

The term "the Union" under this article shall mean Union Representative.

C. Processing. Level One eliminated in its' entirety. The language in Level Two will be amended to state all grievances must first be brought, in writing, to the attention of the Superintendent of Public Works or Public Works Manager, and must have the written support and opinion of the Union. The rest of the process stays the same.

**3. ARTICLE 7 – PROBATIONARY PERIOD**

The determination of extension of the probationary period will be determined with mutual agreement between the Union and the Superintendent.

**4. ARTICLE 8 – SENIORITY**

B. The language shall be amended to read: "Permanent vacancies and new positions shall be filled by considering the seniority of the employee provided the qualifications and ability to do the work involved are equal."

**5. ARTICLE 10 – HOURS AND OVERTIME**

Section B will read: "with starting times scheduled....with one 20 minute break in the morning, and one 20 minute lunch break. The Superintendent, with consultation from the Administrator, may adjust the starting time as needed between the hours of 5:00 am and 10:00 am."

Section F: The phrase "non-emergency scheduled overtime" will be removed, so the section will read: "Scheduled Overtime work shall be rotated by seniority in the job classification within which the overtime opportunity exists....."

**6. ARTICLE 13 – WORK CLOTHING**

The clothing allowance will be set at \$400 per year per employee. The City shall make the payment directly to the employee as soon as possible following the adoption of the budget.

**7. ARTICLE 20 – DUTY TIME**

The primary employee servicing duty time ("Primary") shall be entitled, as compensation for on duty status, to an equivalent amount equaling four (4) hours per day Monday through Friday at the overtime rate. The Primary will receive an on call stipend of \$100 for Saturday and Sunday, in addition to overtime pay for hours worked, with a minimum of two hours. The back-up employee ("Secondary") will receive a minimum two hours overtime pay from Monday through Friday if called, and will receive a \$50 on call stipend on Saturday and Sunday. In addition to, if called, overtime pay shall be paid for hours worked, with a minimum of two hours

**8. ARTICLE 22 - SICK LEAVE**

Section A, second paragraph, will be amended to read: "Employees shall receive an annual sick leave allowance of six (6) days. A doctor's note will be required after three consecutive days of absence." Sick time shall count towards time worked for the purpose of overtime.

**9. ARTICLE 26 – HEALTH BENEFITS**

The City is enrolled in the State Health Benefit Plan, and contributions will be in accordance with state statute. Language will be included to reflect the base line plans offered by the City and describe the terms of the City's policy.

Any full time permanent employee hired after January 1, 2014, shall only receive single benefits upon retirement from the City, in accordance with City policy guiding retirement eligibility.

**10. ARTICLE 27 – RATES OF PAY**

- a. January 1, 2014 – Employees will have their former longevity payment added to their base pay, and, upon ratification of this contract, a 2% increase in rate. Level 8 on January 1, 2014 shall go to \$24.00 per hour which includes longevity added to base with the 2% increase.
- b. January 1, 2015 – 2% increase of pay
- c. January 1, 2016 – 2% increase of pay
- d. January 1, 2017 – 2% increase of pay

Shift differential - \$.50

Bus Driver – Additional allowance of \$.50 per hour

Rates of Pay:

Effective December 31, 2017, the current Levels shall follow the new Level years of service schedule only; rates of pay shall be higher.

This applied to any and all employees hired after January 1, 2014:

Level 1 - \$12.00	Starting Pay
Level 2 - \$14.00	1 year of service
Level 3 - \$15.00	3 years of service
Level 4 - \$16.50	5 years of service
Level 5 – \$17.50	7 years of service
Level 6 - \$18.50	10 years of service
Level 7 - \$19.50	12 years of service
Level 8 - \$21.00	15 years of service

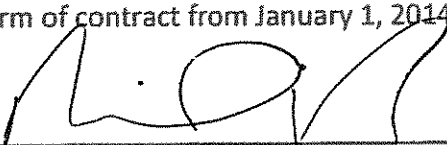
Employees are required to possess and maintain a Class B CDL License. Employees will receive a \$200 stipend for possessing and maintaining a Class A CDL License.

**11. ARTICLE 29 – LONGEVITY**


This clause will now be removed entirely from the agreement.

**12. ARTICLE 34 – DURATION**

Term of contract from January 1, 2014 – December 31, 2017.



The City of Woodbury



UFCW Local 1360

Dated: 5/15/14

Dated: 5-15-14

Subject to RATIFICATION  
By City Council

AGREEMENT BETWEEN

THE CITY OF WOODBURY and LOCAL 1360 UNITED FOOD AND COMMERCIAL

WORKERS UNION

PUBLIC WORKS DEPARTMENT

JANUARY 1, 2014- DECEMBER 31, 2017

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## AGREEMENT

THIS AGREEMENT, with an effective date as of the 1<sup>st</sup> day of January, 2014, by and between City of Woodbury (hereinafter referred to as "City") and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1360 (hereinafter referred to as "UNION") chartered by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION affiliated with AFL-CIO, CLC.

### ARTICLE 1 – PURPOSE

The City and the Union actively participated in joint negotiations through their authorized negotiating representatives with the purpose of promoting harmonious relations between the City and the Union, establishing an equitable procedure for the resolution of differences and establishing rates of pay, hours of work and other conditions of employment. These negotiations have resulted in this Agreement establishing mutually satisfactory terms and conditions of employment, as more particularly hereinafter set forth.

### ARTICLE 2 – RECOGNITION

A. The employer recognizes the Union as the exclusive representative of all full-time and regular part time blue collar workers employed by the City in the Public Works Department.

Excluded: All managerial executives, confidential employees, police employees, supervisory employees within the meaning of the Act, professional employees, craft employees, office clerical employees, and all other employees employed by the City.

B. It is understood that upon exceeding (6) consecutive months of full time employment in any one calendar year period, an employee shall attain the status of full time and be included in the unit.

C. Seasonal employees will be considered part of the bargaining unit and limited to ninety (90) calendar days of service per year.

D. This Agreement shall be applicable to those classifications set forth in Article 27 (Rates of Pay) and to such additional classifications as the parties may agree to in the future. The City agrees to negotiate appropriate wage rates for any new position created within the bargaining unit. Any dispute over inclusion of a title in the unit shall be resolved by PERC.



E. Work performed under the community service program will not result in loss of employment or loss of regularly scheduled hours of bargaining unit employees.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

A. The employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

C. Except to the specific extent set forth herein, nothing contained in this Agreement shall be construed to deny or restrict the employer of its right, responsibility or discretion to hire, fire, transfer and otherwise direct the work force, to determine the amount, quality and quantity of the work to be performed, and the schedule for its performance, to subcontract and/or discontinue operations, to establish, consolidate or eliminate positions, for economic or other good reason, and to promulgate work rules, rules of procedure and rules of operation.

### **ARTICLE 4 – MAINTENANCE OF WORK OPERATIONS**

A. The Union agrees that neither the Union nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any employee taking part in, any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action during the term of this

Agreement, it is agreed that participation in any such activity by an employee may be deemed grounds for imposition of appropriate disciplinary action against such employee, including discharge.

C. The Union agrees that it will take all reasonable steps to prevent unit members from participating in any strike, work stoppage, slow-down, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees during the term of this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or to restrict the employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or any employee.

#### **ARTICLE 5 – UNION ACTIVITIES**

A. There shall be no discrimination against any employee because of union membership or non-membership, or because of activities in favor of, or against, the Union.

B. The Union shall be permitted to use one bulletin board for official union notices in the employee break area in the public works building and one in the garage.

C. The Union will furnish the employer with the name of the union steward, which may be changed from time to time as necessary.

D. The shop steward shall handle union representation matters during non-work time unless otherwise mutually agreed by the parties. If management, in its discretion, does not agree to process a grievance during the work day, then management will be available to the shop steward for grievance processing either immediately before or after working hours.

E. Nothing herein shall restrict the Business Agent from discussing grievances and/or other contract related matters with management during working hours, subject, however, to the requirement that any such discussions shall not interfere with the normal operation of the department.

## ARTICLE 6 – GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding grievances relating to the terms and conditions of employment. A “grievance” shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation of application of any of the provisions of this Agreement. The term “the Union” under this Article shall mean Union Representative. Both parties agree that these proceedings will be kept as informal and confidential as possible at all levels of the procedure.

### B. Procedure

1. Time Limit – The number of days indicated at each level, should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Specified Time Limits:
  - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed as a denial of the grievance, permitting the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - b. Days shall mean work days for the purpose of time limits for the filing and processing of grievances.

### C. Processing:

#### **LEVEL ONE: SUPERINTENDENT**

A grievance must be submitted in writing within ten (10) working days of its occurrence and submitting it to the Superintendent or Public Works Manager. The grievance shall include the nature of the grievance, the union’s position and the remedy sought.

The Superintendent shall render his decision, in writing, with a copy to the Union, within seven (7) work days of the submission of the written grievance to him.

## **LEVEL TWO: ADMINISTRATOR**

The grievant may appeal the Superintendent's decision to the Administrator within seven (7) work days of the denial of the grievance by the Superintendent. The appeal must be in writing and it must note the dissatisfaction with decision previously rendered. The Administrator shall communicate his decision in writing to the grievant and the Union within seven (7) work days of its submission.

## **LEVEL THREE: ARBITRATION**

If the Union is not satisfied with the disposition of the grievance at Level Three, the Union may proceed to mediation prior to going to binding arbitration by giving written notice thereof to the Administrator within twenty (20) work days from the date of the issuance of the Administrator's decision.

The binding arbitrator shall be appointed pursuant to the procedures of the Public Employment Relations Commission. Nothing herein shall preclude the parties from agreeing to the appointment of a mutually agreeable binding arbitrator.

### **D. Limitations:**

1. The binding arbitrator shall be limited to hearing and deciding only one grievance and shall neither hear nor decide multiple claims without the express written agreement of the parties.
2. The jurisdiction of the binding arbitrator shall be limited to those matters within the specific terms of this Agreement. The binding arbitrator shall first rule on the timeliness and arbitrability of the grievance under the contract, if so requested by either party.
3. The binding arbitrator shall limit the hearing to the issue submitted and shall consider no other material or evidence. The binding arbitrator shall have no power to make an award inconsistent with law or the provisions of this Agreement. The award can add nothing to, nor subtract anything from the Agreement.

4. Any claims, excluding claims for back wages, shall be valid from the date the grievance was first filed with the Supervisor. Claims for back wages shall be valid from the date of entitlement.
5. The award shall be issued within twenty-five (25) calendar days of the close of the hearing and shall be binding, subject to confirmation at the discretion of the City

E. Cost:

Each party will bear its own costs of case preparation and presentation. The fees and expenses of the binding arbitrator are the only costs which will be shared by the parties and such costs will be shared equally.

F. General Provisions

1. The filing or pendency of any grievance shall not impede the normal management and continuing operation of the department. Employees shall not refuse to perform any duty or assignment based upon the pendency of any grievance.
2. All parties and employees will cooperate in investigating and providing pertinent information concerning a grievance being processed.
3. Arbitration proceedings shall be conducted at mutually agreed upon times.

G. Notwithstanding anything to the contrary in this Article, and provided that there is no alternate statutory remedy, arbitration with respect to disciplinary matters shall be final and binding, and not advisory. As an alternative, provided that there is mutual consent, the parties may elect to proceed with binding mediation of disciplinary disputes through the Federal Mediation and Conciliation Service. With respect to any such disciplinary dispute, the arbitrator (or mediator) shall first determine the question of jurisdiction and whether the matter in issue constitutes discipline.

**ARTICLE 7 – PROBATIONARY PERIOD**

A. All full time and regular part time employees shall serve a three (3) month probationary period from their date of hire. The determination of extension of the probationary period will be determined with mutual agreement between the Union and the Superintendent. During the probationary period, the employer shall have the right to discipline and/or dismiss the

employee and such action shall not be subject to appeal. Notice will be given to the employee, Union and/or Shop Steward when an employee's probationary period is extended or completed. An inadvertent failure to give notice shall not invalidate an extension or create any additional rights.

B. Seasonal and/or temporary employees who have completed six (6) months of employment (within a twelve month period) and who have achieved regular status shall not be subject to an additional probationary period.

#### **ARTICLE 8 – SENIORITY**

A. Seniority is defined as the employee's continuous unbroken length of service with the employer beginning with the most recent date of hire. Seniority lists shall be established by the City one (1) time each year and submitted to the Local Union.

B. When a position becomes available, it shall be posted and bid by employees within the Department Permanent vacancies and new positions shall be filled by considering the seniority of the employee provided the qualifications and ability to do the work involved are equal.

1. A list shall be maintained by the Department indicating the number of permanent vacancies available. Such permanent vacancies shall be opened for bid by all employees based upon seniority and the ability to do the work.

2. In filling a vacancy or new position, if it should become necessary to bypass an employee, the reasons for the denial shall be given in writing to such employee with a copy to the Union. The employee who was bypassed then shall have the right to appeal the action through the grievance procedure.

C. Seniority shall be maintained during approved leaves of absence.

D. When two (2) or more associates are hired on the same date, a lottery shall be held to determine permanent seniority status with the Employer.

#### **ARTICLE 9 – LAYOFF**

In case of an economically based demotion or layoff, qualification for the position shall be the primary determining factor. Where qualifications are equal, the most senior person will

be retained. The City shall give two weeks' notice to the Union and to the employee of an intended layoff. Recall from layoff shall be in inverse order of layoff, provided, however, the employee is qualified to perform the work.

#### ARTICLE 10 – HOURS AND OVERTIME

A. The basic work week shall consist of forty (40) hours, with such shifts as scheduled by the City.

B. The basic work week for employees hired before January 1, 1993, shall be five (5) consecutive days, Monday through Friday, with starting times scheduled with one twenty (20) minute break in the morning, and one twenty (20) minute lunch break. The Superintendent, with consultation from the Administrator, may adjust the starting time as needed between 5:00 a.m. and 10:00 a.m.

C. The current practice and schedule as to snow plowing and street sweeping operations shall continue in effect.

D. The overtime rate of time and one half (1 ½) of the employee's straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours in one week. Actual time worked on Saturdays, Sundays and holidays, which time is not included within the employee's regularly scheduled work week, shall be compensated at the overtime rate.

E. For purposes of overtime calculation, holiday, vacation and personal time, but not sick leave time, shall be counted as time worked. However, employees may not combine benefit time and work time during the same day in order to earn more than eight (8) hours at the straight time rate.

F. Scheduled overtime work shall be rotated by seniority in the job classification within which the overtime opportunity exists. Seniority lists will be established which will list those employees who are interested in overtime, if there are not enough volunteers after all employees have been asked to work non-emergency overtime, then the lowest senior people will be required to complete the work schedule. The list will be "opened" every six (6) months at which time employees can add, or withdraw, their names from the list. This provision shall not apply to employees held over on the job past quitting

time in order to complete an assignment. Overtime listings shall be posted and/or available for inspection.

G. There shall be no pyramiding of overtime or other premium pay. In no case will an employee be compensated at more than eight (8) hours at the straight time rate for use of a benefit day.

H. Employees shall be entitled to one twenty (20) minute break in the morning, at a time and location as determined by the supervisor. Employees need not remain at the work site for the duration of the break, provided, however, that all equipment is properly secured and the employees do not exceed the allowable break time.

#### **ARTICLE II – PERSONNEL FILES**

Employees desiring to inspect their personnel file shall submit a written request to set up an appointment for inspection. Inspections shall not be scheduled during working hours, however, arrangements will be made by the employer to make sure that the records are available for the employee's inspection after work hours.

#### **ARTICLE 12 – WORK RULES**

A. The employer may establish reasonable and necessary rules of work and conduct for employees. New rules or modification of existing rules shall be discussed with the Union prior to implementation.

B. Employees shall at all times follow all designated safety rules and procedures. An employee who is injured in the performance of his duties or during the work day shall immediately report the accident to the supervisor.

C. The employer shall maintain safe working conditions and will provide any necessary safety related equipment.

D. Existing personnel policies and work rules shall remain in effect except where specifically superseded by the terms of this Agreement.



**ARTICLE 13 – WORK CLOTHING**

Employees shall receive a yearly credit allowance of \$400 per year per employee to cover the purchase of work clothes and boots from the approved supplier. The City shall make the payment directly to the employee as soon as possible following the adoption of the budget. A committee shall be appointed to recommend items to be included on the annual clothing list.

New employees shall receive a pro-rata clothing allowance for the current calendar year after successful completion of the 90 day probationary period.

**ARTICLE 14 – EMERGENCY CALL IN PAY**

A. An employee who, upon the City's request, returns to work after completion of his regular shift, shall be guaranteed not less than two (2) hours call in pay, regardless of the number of hours actually worked.

B. Emergency Closing: If a state of emergency covering Woodbury is declared by the Governor of New Jersey, and/or the Mayor of the City of Woodbury, and/or the City Administrator, due to inclement weather or other emergency which is expected to cause imminently hazardous travel conditions, employees may be excused from work without loss of pay. Employees who are required to work in the above cases while the rest of the work force is excused, shall be compensated at the rate of one and one-half (1-1/2) times the employees' hourly rate.

**ARTICLE 15 – DISCIPLINE**

A. Employees may be disciplined or discharged for conduct which is inconsistent with their status and obligations as City employees, or for conduct which violates commonly accepted standards of behavior. Some, but not all of the reasons, which may result in discipline or discharge, include the following:

1. Neglect of, or refusal to perform, assigned duties.
2. Dishonesty (including theft of property, falsification of time records, punching another employees' time card, arranging to have the employee's time card punched by another and deception concerning any fringe benefit).

3. Damage, defacement or other abuse of property or equipment.
4. Fighting or abusive conduct.
5. Creating hazards of fire, safety or health.
6. Possession, use, transfer or sale of, or being under the influence of, or impaired by, drugs or alcohol.
7. Incompetency, inefficiency or failure to perform assigned work in a satisfactory manner.
8. Unexcused, excessive or chronic absences and/or tardiness.
9. Violation of any of the provisions of the City's rules and regulations, or other statutes relating to the employment of public employees.
10. Conduct unbecoming an employee of the City.
11. Insubordination.

B. No employee shall be disciplined without just cause. Copies of written notification of disciplinary action shall be supplied to the affected employee and to the Union.

C. Upon request, an employee shall be entitled to the presence of a union representative in any investigatory interview which the employee reasonably believes may result in disciplinary action.

#### **ARTICLE 16 – JURY DUTY**

Employees required to appear for jury duty shall be given time off without loss of pay in accordance with applicable law. The employee shall turn in to the employer upon receipt any payment received for jury duty along with the appropriate confirming documentation of jury duty. Failure to comply with this obligation shall result in a disallowance of the benefit. The employee shall report to work on any jury service day on which he is able to work at least one half of his normal shift.

#### **ARTICLE 17 – BEREAVEMENT LEAVE**

In the case of death in the immediate family of an employee, the City will pay for three (3) days, (five (5) days in case of spouse, child or stepchild) of time off (working days) up to and

including the day of the funeral, provided the employee is required to assist in the arrangements for and personally attends the funeral. The "immediate family" shall be defined as follows:

1. Employee's spouse;
2. Employee's children or stepchildren;
3. Employee's parents, stepparents or foster parents;
4. Parents of the employee's spouse;
5. Employee's brothers, sisters, stepsisters, stepbrothers or spouse's brothers, sisters, stepsisters or stepbrothers;
6. Employee's or spouse's grandparents, step grandparents or grandchildren; and
7. Any member of the employee's immediate household living with the employee

#### **ARTICLE 18 – LEAVE OF ABSENCE**

A leave of absence without pay may be requested by an employee, who will submit in writing all facts bearing on the request to the Superintendent, who will append his/her recommendation and forward the request to the Administrator.

The request will be granted or denied, at the discretion of the City. Such leaves of absence may be granted for periods not to exceed six (6) months. A leave of absence may be extended for an additional period, not to exceed six (6) months, also at the discretion of the City.

A leave of absence shall only be granted for good cause. No benefits or salary shall be provided by the City during such period and any guarantee of a position upon return to employment shall exist for only the initial six (6) month period of leave. Thereafter, no guarantee shall exist.

#### **ARTICLE 19 – MILITARY LEAVE**

Leaves of absence for military training or service shall be granted in accordance with law. Employees receiving orders to report for training or service shall immediately advise the Superintendent upon receipt of the orders.

Employees returning from military service shall be restored to work and have their wages and classification determined by the then existing laws provided they apply for work within the required period.

#### **ARTICLE 20 – DUTY TIME**

The primary employee servicing duty time (“Primary”) shall be entitled, as compensation for on duty status, to an equivalent amount equaling four (4) hours per day Monday through Friday at the overtime rate. The Primary will receive an on call stipend of \$100 for Saturday and Sunday, in addition to overtime pay for hours worked, with a minimum of two hours. The back-up employee (“Secondary”) will receive a minimum two hours overtime pay from Monday through Friday. The employee assisting with duty status will receive \$50 for the weekend duty (Saturday and Sunday), as compensation for the duty status as well as the work performed. Assignment will be on a rotation basis according to seniority, among qualified employees. The current practice for duty coverage for the well and lift station is to remain as is.

#### **ARTICLE 21 – SALARY DEDUCTIONS**

The employer agrees to deduct authorized credit union payments from the wages of employees upon receipt of proper written authorization. All such deductions and remittances shall be forwarded to the credit union office on an established periodic basis.

It is further recognized that the Union has a Political Action Committee and is entitled to voluntary contributions by its members. Upon receipt of a proper written authorization from an employee, the Employer agrees to deduct weekly contributions in the amount specified of said employee.

#### **ARTICLE 22 – SICK LEAVE**

A. Eligibility for sick leave shall be granted to all full time employees covered by this Agreement, who have completed one (1) year of continuous and exclusive service to the City from their date of hire.

Employees shall receive an annual sick leave allowance of six (6) days. A doctor's note will be required after three consecutive days of absence. Sick time shall count towards time worked for the purpose of overtime.

B. TEMPORARY DISABILITY: Upon five (5) days of continuous absence due to illness or accidental injury, which is documented by a physician's report, an eligible employee will be entitled to the following benefits according to years of service. No employee shall return to work without a physician's report stating the employee is capable to resume their duties.

YEARS OF SERVICE		WEEKS AT	WEEKS AT	TOTAL WEEKS
At Least	Less Than	Full Salary	½ Salary	Coverage
1	2	4	2	6
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30 & Over		20	32	52

C. Such benefits shall continue for the period of time of disability. Upon return to employment and service for one (1) continuous year, an employee will re-qualify for full coverage above.

**ARTICLE 23 – HOLIDAYS**

A. During the term of this Agreement, the following holidays, or the days observed as such, shall be celebrated as holidays for full time employees;

- |                        |                           |
|------------------------|---------------------------|
| New Years Day          | Columbus Day              |
| Washington's Birthday  | Veteran's Day             |
| Martin Luther King Day | General Election Day      |
| Good Friday            | Thanksgiving Day          |
| Memorial Day           | Friday after Thanksgiving |

Independence Day  
Labor Day

Christmas Day

B. Work performed by full time employees on the above holidays shall be compensated at the rate of one and one-half (1-1/2) the employee's hourly rate. Effective as of May 29, 2009, work on the above holidays shall be compensated at two times (2x) the employee's hourly rate.

C. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday.

D. In order to be eligible for holiday pay, the employee must work his/her scheduled work day before and his/her scheduled work day after the holiday unless the employee is on an approved leave.

E. Any holiday declared by the Federal or State Government may be observed and compensated as such by the City of Woodbury, subject to local government approval.

#### **ARTICLE 24 – PERSONAL LEAVE**

A. Full time employees shall be entitled to two (2) non-accumulative personal leave days without refund, within each calendar year. Permission to use a personal day must be requested in writing, at least two (2) days in advance, except in the case of an emergency.

1. One (1) working days of vacation credit for each month of service from the date of employment up to and including December 31, next following the date of employment. (Total vacation days shall not exceed ten (10) working days in the first year.)
2. After one year of continuous service – 10 days
3. After 5 years of continuous service – 15 days
4. After 10 years of continuous service – 20 days
5. After 15 years of continuous service – 20 days, plus one additional for each year of continuous service over 15 years. The total number of vacation days under this provision may not exceed 25 vacation days per year.

B. Years of service shall be calculated in accordance with continuous seniority.

C. After an employee has qualified for his/her first vacation, all future vacations shall be governed by the calendar year. Vacation credit must be taken during the year in which it is earned. When an employee is separated from the City, any unearned portion of used vacation shall be deducted from terminal pay.

D. An employee's preference for vacation time will be given full consideration, subject to the operational needs of the Department. Requests for vacation time must be submitted prior to April 1 of each year. Approval shall be determined by seniority, rotation and the time of the year that the vacation is to be taken. Seniority shall not control with respect to requests submitted after April 1.

E. In the event of permanent separation from employment for reasons other than willful misconduct, the employee shall be entitled to terminal vacation pay on a prorata basis in proportion to the work year completed as of the date of separation.

F. If a holiday occurs during a vacation period, additional time shall be granted.

G. Part time employees shall be entitled to vacation benefits on a pro-rated basis.

H. In the year of retirement, (with 25 years of service), and provided the employee works at least one half of the work year, the employee shall be entitled to the full year vacation benefit without proration. If the employee works less than one half of the work year, the benefit shall be prorated to the date of retirement.

#### **ARTICLE 26 – HEALTH BENEFITS**

SECTION 1 – (a) Medical Plan: The City agrees to provide and pay the premium, subject to employee contributions set forth herein, for the New Jersey Direct 15 Plan, as presently offered under the New Jersey State Health Benefits Plan, or other insurance equal in coverage (“the benchmark plan”), for all employees, their spouse and eligible dependents. Employees can enroll in an available alternate plan offered under the State Health Benefits Plan by paying the difference in cost, if any, between the alternate plan and the benchmark plan.

Effective January 1, 2014, all active unit employees who have not withdrawn from the City's health insurance program shall contribute towards the cost of health insurance, in

accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall cease upon the employees retirement, at which time all employees with less than 20 years of creditable service in one or more State or locally-administered retirement systems, as of June 28, 2011, shall be required to make health benefit contributions during retirement, in accordance with the terms of P.L. 2011, Chapter 78.

Effective January 1, 2014, pursuant to P.L. 2011, Chapter 78, the City shall establish a flexible spending account to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefit plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

(b) Dental Plan: The City shall provide any of the dental benefit plans offered through the New Jersey State Dental Plan except Dental Expense Plan #399.

(c) Prescription Plan: The City shall provide prescription coverage for all employees, their spouses and eligible dependents, with benefits and prescription co-payments as presently offered under the New Jersey State Health Benefits Plan or another plan equal in coverage.

Any full time permanent employee hired after January 1, 2014, shall only receive single benefits upon retirement from the City, in accordance with City policy guiding retirement eligibility.

**ARTICLE 27 – RATES OF PAY**

Level	2014	2015	2016	2017
1	\$14.11	\$14.39	14.68	14.97
2	\$15.41	\$15.72	\$16.03	\$16.36
3	\$17.40	\$17.75	\$18.10	\$18.47



4	\$18.49	\$18.86	\$19.24	\$19.62
5	\$19.91	\$20.31	\$20.71	\$21.13
6	\$22.03	\$22.47	\$22.92	\$23.38
7	\$22.71	\$23.16	\$23.62	\$24.09
8	\$24.00	\$24.48	\$24.97	\$25.47

Levels are minimum not including longevity rolled into base hourly rates except for Level 8. Effective December 31, 2017, the current Levels shall follow the new Level years of service schedule only; rates of pay shall be higher.

This applied to any and all employees hired after January 2014:

Level	2014	2015	2016	2017	
1 Starting pay		\$12.00	\$12.24	\$12.48	\$12.73
2 1 year of service		\$14.00	\$14.28	\$14.57	\$14.86
3 3 years of service		\$15.00	\$15.30	\$15.61	\$15.92
4 5 years of service		\$16.50	\$16.83	\$17.17	\$17.51
5 7 years of service		\$17.50	\$17.85	\$18.21	\$18.57
6 10 years of service		\$18.50	\$18.87	\$19.25	\$19.63
7 12 years of service		\$19.50	\$19.89	\$20.29	\$20.69
8 15 years of service		\$21.00	\$21.42	\$21.85	\$22.29

Bus Driver	2014	2015	2016	2017
	\$15.41	\$15.72	\$16.03	\$16.36

Shift Differential:

Any employee regularly scheduled to start after 2:30 p.m. shall receive a shift differential of \$0.50. Shift differential is for regularly scheduled hours only and there is no pyramiding of benefits.

Bus Drivers: Employees currently serving as Bus Drivers in a part time status shall receive an additional allowance of fifty (\$.50) cents per hour.

**CLASSIFICATIONS**

A. Level 1 (Driver Laborer)

Requirements: Possession of a valid Class B CDL License.

Description/duties: Under direction, performs either skilled or unskilled duties as assigned as part of public works functions. Such duties include, but are not limited to; equipment and/or vehicle operations, water system repairs/operations, sewer system repairs/operations, fleet maintenance, parks maintenance, building and street maintenance, general labor duties

B. Level 2 (Driver Laborer)

Requirements: Possession of a valid Class B CDL License with both tanker and air brake endorsements and successful completion of a minimum of fifty (50) hours of formal instruction \* or automatic after one (1) year of service in the public works operations with the City.

Description/duties: Under direction, performs the more skilled duties of public works operations. Such duties include, but are not limited to; equipment and/or vehicle operation, water system repairs/operations, sewer system repairs/operations, fleet maintenance, parks maintenance, building and street maintenance, general labor duties

C. Level 3 (Driver Laborer)

Requirements: Possession of a valid Class B CDL License with both tanker and air brake endorsements and successful completion of a minimum of seventy-five (75) hours of formal instruction, or fifty (50) hours formal instruction, plus three (3) years experience in public works operations with the City.

Description/Duties: With a minimum of direction, the employee performs skilled duties of public works operations. Such duties include, but are not limited to; equipment and/or vehicle operation, water system repairs/operations, sewer system repairs/operations, fleet maintenance, parks maintenance, building and street maintenance, general labor duties.

D. Level 4 (Driver Laborer)

Requirements: Possession of a valid Class B CDL License with both tanker and air brake endorsements and successful completion of a minimum of seventy-five (75) hours of formal instruction, plus one (1) year experience in public works operations with the City, or fifty (50) hours formal instruction, plus four (4) years experience in public works operations with the City.

Description/Duties: Same as Level 3

E. Level 5 (Driver Laborer)

Requirements: Possession of a valid Class B CDL License with both tanker and air brake endorsements and successful completion of a minimum of one hundred and twenty-five (125) hours of formal instruction, or fifty (50) hours of formal instruction, plus seven (7) years experience in public works operations with the City.

Description/duties: With minimum of direction, the employee performs skilled duties of public works operations with the City. Such duties may include, but are not limited to; equipment and/or vehicle operation, water system repairs/operations, sewer system repairs/operations, fleet maintenance, parks maintenance, building and street maintenance, general laborer duties.

F. Level 6 (Driver Laborer)

Requirements: Possession of a valid Class B CDL License with both tanker and air brake endorsements and successful completion of two-hundred fifty (250) hours of formal instruction, plus five (5) years experience in the public works operations with the City, or fifty (50) hours of formal instruction, plus ten (10) years experience in the public works operations with the City.

Description/duties: See Level 5

G. Level 7 (Driver Laborer)

Requirements: Possession of a valid Class B CDL License with both tanker and air brake endorsements and successful completion of fifty (50) hours of formal instruction, plus fifteen (15) years experience in the public works operations with the City.

Description/duties:

See Level 5

H. Level 8 (Driver Laborer)

New Level 8 to be effective as of 1/1/10, which shall be \$.25 cents an hour over Level 7.

The requirements for Level 8 will be the same as for Level 7, but with 20 years of completed service with the City.

Note \* For the purposes of this Article, formal instruction may include, but not limited to, water or wastewater operations, electrical, landscaping, welding, masonry, driving, equipment operation, heating, vehicle maintenance, etc.

Training requirements are counted on a cumulative basis. For example, an employee moving from a level with a 50 hour instruction requirement to a level with a 75 hour requirement will need an additional 25 hours of instruction which is then added on to his/her previously achieved 50 hours to qualify for the higher level.

Requirements: Possession of a valid Class B CDL License with both tanker and air brake endorsements and successful completion fifty (50) hours of formal instruction, plus fifteen (15) years experience in the public works operations with the City.

Miscellaneous:

Effective January 1, 1999, all employees possessing a Class A License shall receive an annual stipend of two-hundred (\$200.00) dollars.

All employees hired after January 1, 1999, shall be limited to a maximum of fifty (50) hours of previous training. Any employee given prior adjustments, per the special agreement drafter between the City & the Union, must earn the differential in order to move to the next level.

**ARTICLE 28 – TUITION REIMBURSEMENT**

Full time employees shall be eligible for tuition reimbursement for any course of study relevant to the employee's duties and responsibilities as a City employee or to the duties and responsibilities of any department position to which the employee may reasonably seek promotion. Employees will also be entitled to reimbursement for the cost of tanker endorsement fees obtained during the course of employment.

In order to be eligible for reimbursement, the employee must obtain the City's written approval prior to enrollment in the course. No reimbursement shall be made unless the employee has obtained prior approval, completes the course and receives a passing grade.

### **ARTICLE 29 – FULLY BARGAINED PROVISION**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

### **ARTICLE 30 – SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions covered in this Agreement shall continue in full force and effect.

### **ARTICLE 31 – CHECK OFF AND AGENCY SHOP**

A. The City agrees to check-off initiation fees and regular union dues, upon presentation to it of a lawful check-off authorization, executed by the employee.

B. The Union shall certify to the City the amount of regular union dues and fees to be deducted pursuant to the check-off authorization.

C. Said deductions shall be on a bi-weekly basis and remitted to the Union on a monthly basis.

D. The City agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union as the majority representative.

E. The representative fee shall not exceed eighty-five (85%) percent of the regular Union membership dues, fees and assessments and notice of said amount shall be furnished to the City in writing by the Union.

F. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of State law.

G. Payment of the representation fee in lieu of dues shall commence of the 30<sup>th</sup> day following the beginning of an employee's employment in a position in the contractual bargaining unit or on the 10<sup>th</sup> day following re-entry into the contractual bargaining unit in a position included in the bargaining unit.

H. It is further recognized that the Union has a Political Action Committee and may request voluntary contributions from its members. Upon receipt of a proper written authorization from an employee, the City agrees to deduct and remit such payments from wages as are authorized in writing by the employee.

I. The Union agrees to indemnify and save the City harmless against any and all claims, demands, suit or liability that might arise out of, or by reason of, action taken or not taken in respect to all actions and deductions made pursuant to the provisions of this Agreement.

**ARTICLE 32 – RETIREMENT**

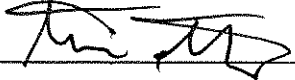
Employees participating as members of the PERS retirement system shall be entitled to all rights and benefits of said program.

**ARTICLE 33 – DURATION**

This Agreement shall be effective as of January 1, 2014 and shall continue in effect until December 31, 2017. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

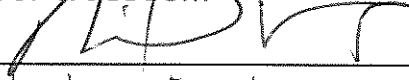
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

U.F.C.W. LOCAL 1360

  
\_\_\_\_\_


7-2-14

CITY OF WOODBURY

  
\_\_\_\_\_

Michael Thekas, Admin.

7/8/14

attest:   
ROY A. DUFFIELD  
City Clerk

SIDE LETTER  
BY  
AND  
BETWEEN  
UFCW LOCAL 1360  
AND  
THE CITY OF WOODBURY

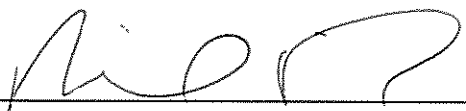
Addition of Foreman Job Description/Compensation

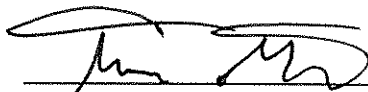
The PW Manager, in consultation with the City Administrator, may name up to three (3) foreman positions. The positions and specific duties will be coordinated with respect to qualifications, work ability, performance record, and seniority.

As compared to a driver/laborer, a foreman has distinct responsibilities which include, but are not limited to: supervision, planning and scheduling, training, and directing employees. The foreman works directly under the Manager of Public Works, and is accountable to that position only. In the absence of the Manager, the Manager may appoint one of the foreman as the primary contact person for the department.

The title of foreman will begin with a three month probationary period.

A foreman will be compensated with an increase of \$2.00/hour onto their base pay. The total rate, including the foreman rate, will be used for calculation of overtime purposes.

  
\_\_\_\_\_  
The City of Woodbury

  
\_\_\_\_\_  
UFCW Local 1360

Dated: 7/8/14

Dated: 7-2-14

attest: 