

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

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

(DIVISION OF PARKS)

July 1, 2020 through June 30, 2023

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PREAMBLE

THIS AGREEMENT, made and entered into this 7th day of August, 2023, 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 understand that the Supreme Court decision in Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31, 138 S. Ct. 2448 (2018) prohibits the deduction of a representation fee without an employee's express, written consent. If an employee consents in writing, such fees will be calculated in accordance with N.J.S.A. § 34:13A-5.5. 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 affect 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. Summer hours, however, shall be from 6:00 a.m. to 2:30 p.m. every workday starting July 1 of each year and ending Labor Day of each year, which includes one-half (1/2) hour unpaid break period. 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 in 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 between 11:00 a.m. to 12:00 p.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.

Effective July 1, 2014, employees shall receive a sixteen dollar (\$16) meal allowance for each twelve hours worked.

When an employee is called in for snow operations and equipment is used three (3) or more hours before commencement of his regular shift, he shall remain on premium time for work during his regular shift.

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 fourteen (14) 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	Juneteenth(3 rd Friday in June)

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 an 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 (AND PERSONAL DAYS)

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 personal 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 managerial prerogative, a Sick Leave Abuse Policy. All Employees employed in the Department of Public Works hereby acknowledge that as of the effective date of this Agreement, they have received the Sick Leave Abuse Policy. Any changes made to the Sick Leave Abuse Policy after the effective date of this Agreement shall be distributed to all employees covered under this agreement in person. All new hires and employees transferred into the Division of Public Works after the effective date of this Agreement shall be provided with a copy of the 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. 1st Offense - Verbal Warning
- b. 2nd Offense - Written Warning
- c. 3rd Offense - Minor Discipline (1 Day)
- d. 4th Offense – Minor Discipline (3-5 Days)
- e. 5th Offense - Major Discipline (6+ Days)
- f. 6th Offense - Termination

Section 5: Any employee who has more than eighty (80) sick days banked and who uses zero (0) sick days in a calendar year shall receive three (3) additional personal days to use in the immediately subsequent calendar year. Such personal days must be used in accordance with the

provisions of this Article V, Section 2 and may not be carried over from year to year and shall not be paid out if unused at the end of the year.

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 spouse, 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.

In the event of death of an employee's aunt or uncle, the employee shall be granted one (1) day of 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: To the extent the Township remains a Civil Service jurisdiction, layoffs will be handled in accordance with the procedures set forth by Civil Service. To the extent Civil Service procedures may not apply in the future, then 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.

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 vacations 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: Notwithstanding the definition of Overall Seniority and/or Parks Division Seniority in Section 3 above, and notwithstanding any other provision in this Article, the order and other procedures to be followed for layoffs and recalls shall be governed by the applicable regulations of the Civil Service Commission, set forth in N.J.A.C. 4A:8-2.1 et seq.

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 an 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: All other uniforms and equipment will be provided by the employee.

Employees shall receive the following clothing allowance:

2020	\$1,325.00
2021	\$1,350.00
2022	\$1,375.00

The clothing allowance shall be paid twice each calendar year in separate checks, with one half of the clothing allowance being paid no later than the second pay period in July and the second half of the clothing allowance being paid no later than the second pay period in December. 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. Employees must always present a clean professional appearance. Everyone is expected to be well-groomed and wear clean clothing, free of holes, tears, or other signs of extreme wear. Clothing with offensive, inappropriate, or political designs or stamps are not allowed. Clothing should not be overly revealing. The Township reserves the sole discretion to determine whether clothing is offensive or appropriate.

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. The Employer has the right to request that the Union remove materials from the bulletin boards which is profane, obscene, defamatory of the Employer or its representatives, or which is otherwise in violation of this contract.

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 PROCEDURE AND DISCIPLINE

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, the employee may grieve the action through the Grievance Machinery as set forth herein. However, for a lesser disciplinary action which does not involve a suspension or greater discipline, employees may grieve the issue, but cannot take the matter to arbitration.

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 Civil Service Commission 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 an 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: Any Division of Parks Supervisor who performs duties that fall under the Sanitation Division Contract shall be paid the Sanitation Supervisor rate for performing those Sanitation duties.

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. If an employee is required to work under CDL A, the employee will be paid the Heavy Equipment Operator pay rate as presented in Appendix A.

Section 2: 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.

Section 3: The wage rates for unit members are set forth in Appendix A attached hereto.

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 purposes of this Article, dependent shall be defined according to the handbook as well as federal and state guidelines for eligibility. 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. Further benefit details are available in the benefit grid, which reflect the current benefits.
- E. See Exhibits A and B for changes to the health and prescription plans. 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. The current deductibles and co-pay levels are set forth in Exhibit A.
- F. Both the POS Plan and Traditional/PPO Plan shall be amended to provide that deductibles for out-of-network Surgical Centers shall be \$1,000.00, up to a maximum benefit of \$3,000.00.
- G. 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 \$17.50 copay for non-preferred name brand drugs for the employee and his dependents. For any mail order prescription, each

employee shall pay \$5.00 for generic drugs, \$17.50 for preferred name brand drugs, and \$17.50 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. The current co-pay levels are set forth in Exhibit B.

H. Effective January 1, 2017, the Township's prescription drug plan shall exclude the medications set forth in Appendix B to this Agreement. The Township agrees to distribute any update to the prescription drug plan's formulary drug list as soon as administratively possible. Within ninety (90) days of the date of such distribution, the Union may accept or reject such update with due notice to the Township. If the Union chooses to reject the update, then the Union shall begin participating in a prescription drug plan without a formulary drug list which will result in higher contribution rates.

I. Retirees who retire with twenty-five (25) or more years of service are eligible for medical and hospital benefits in retirement, with contribution rates based on 2019 c.78 rates applied to the pension benefit. Notwithstanding the above sentence, employees who had credited service with the Township on June 28, 2011, and who retire with twenty-five (25) or more years of service, or who retire on an eligible disability retirement pension, shall continue to be eligible for medical and hospital benefits in retirement, at no cost to the employee. 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. Effective January 1, 2014, there shall be no lifetime maximum medical benefit for major medical under POS Plan and the Traditional/PPO plan for retirees. 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.

J. The 80th 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 Schedule.

K. 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. The Traditional Dental Program shall cover dental implants up to \$500 per year with a 50% co-pay.

The Dental Maintenance Organization offers discounted fees for dental services with in-network providers.

L. Effective July 1, 2014, the Township agrees to increase coverage of lasik surgery by 5% of the current amount of such coverage, such that the average discount shall be 15.75% of usual and customary charges.

M. The Township agrees to provide reimbursement of up to a maximum of three thousand dollars (\$3,000.00) every two years for hearing aids and hearing aid examination up to a maximum of three hundred dollars (\$300.00) per employee, to be paid directly to the employee's medical provider. Hearing aids for covered children are also covered under the insurance plan.

N. The Township agrees to provide optical insurance for the employee and his dependents pursuant to the Township's vision plan. Effective January 1, 2012, the eyeglass benefit shall be increased to \$200.00 and the eye contact lenses benefit shall be increased to \$235.00.

O. The Township shall implement pre-admission certification and second surgical opinion

programs as specified in the Township Health Insurance Plan.

- P. All insurance payments and contributions to be deducted from employee's paycheck on a pre-tax basis.
- Q. 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.
- R. Mandatory Generic Program: If a Brand medication is prescribed for a maintenance drug, and a Generic equivalent exists for that Brand medication, the Generic equivalent must be accepted by the insured individual in order to be covered by the plan. If the insured individual's physician believes there are special circumstances under which the insured must take the Brand medication as prescribed, the insured's physician may request a coverage review and appeal. During the pendency of the appeal, the employee may pay the appropriate copay for the Brand medication.
- S. Walgreens Smart 90 Plan: Maintenance drug prescriptions must be filled at a Walgreens retail pharmacy (or such other pharmacies as the Township may subsequently identify) or through mail order to be covered by the plan. Non-maintenance drug prescriptions may be filled at any participating pharmacy as always.
- T. Health Care Contributions: Employees and retirees shall make contributions to health care plans in accordance with the percentage of premium that was required under 2019 Tier 4 levels of Chapter 78 for the life of the agreement. Contribution rates will stay in effect until a successor agreement is reached at which time, if no agreement is reached on contributions, the health insurance contributions shall revert back to Tier 4 Chapter 78 levels upon implementation of the successor agreement.

U. Plan Costs: Since the Township is self-insured, “plan cost” shall be determined based upon COBRA rate equivalents.

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 be 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 One Hundred Dollars (\$1,100.00) 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 thirty (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 subject to the terms of this Agreement except to the extent that the terms and conditions of employment are governed by Article XXV (Animal Control Officers) and Article XXVI (Health Educator), and consistent with the past practice of the parties.

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. Provided the Foreman receives prior approval from the Division Head, Foremen shall receive an annual tool allowance on July 1, each year of the Agreement, as follows::

\$400.00 – 2020
\$450.00 – 2021
\$500.00 – 2022

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 \$1,350.00 annual stipend paid on July 1, 2020, July 1, 2021 and July 1, 2022 for his/her work as the pesticide applicator. The designated rank and file employees shall receive an annual stipend for his/her work as the pesticide applicator as follows:

- \$1,650.00 paid retroactive to July 1, 2020
- \$1,700.00 paid on July 1, 2021
- \$1,750.00 paid on July 1, 2022

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):

The ACO will be on-call from 4:30 p.m. to 8:30 a.m. the following morning.

Weekdays: 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. From Memorial Day through Labor Day of each year of the contract, on-call time under this section will be paid eight (8) hours at straight time rates regardless of how many times the ACO is called out. This provision shall only apply prospectively and has no retroactive effect (i.e., there will be no retroactive payment with respect to this specific provision).

Saturday Night: On call time under this section will be paid eight (8) hours at straight time rates regardless of how many times the ACO is called out. From Memorial Day through Labor Day of each year of the contract, on-call time under this section will be paid ten (10) hours at straight time rates regardless of how many times the ACO is called out. This provision shall only apply prospectively and has no retroactive effect (i.e., there will be no retroactive payment with respect to this specific provision).

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 ten (10) 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.

4. 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:

2020	2021	2022
\$1,325	\$1,350	\$1,375

The uniform allowance shall be paid twice each calendar year in separate checks, with one half of the clothing allowance being paid no later than the second pay period in July and the second half of the clothing allowance being paid no later than the second pay period in December.

Salaries.

All animal control officers shall receive the across the board negotiated salary increase received by the Parks Department employees, and/or as otherwise specified in Appendix A.

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 “Division Head as Designated”.

Step 3: Change “Director of the Department of Public Works” to “Department Head.”

The provisions of Articles XIX, Wash up and Article XXI, Termination of Department of Parks and Recreation shall not apply to Animal Control Officers or Assistant ACOs.

ARTICLE XXVI

HEALTH EDUCATOR

The position Health Educator shall receive the negotiated wage increase received by Parks Department employees, and/or as otherwise specified in Appendix A. 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.

ARTICLE XXVII

FAMILY AND MEDICAL LEAVE

Section A: An employee who requests a leave of absence pursuant to State and Federal family leave laws may be granted up to six (6) months of leave without pay, depending on the nature of the circumstances, consistent with past practice and with Township policy and State and Federal law.

Section B: The employer may require an employee to use their accumulated sick and vacation days concurrently with any leave time granted pursuant to this Article.

Section C: Employees may be granted unpaid maternity or paternity leave as provided for under the Family and Medical Leave Act and the New Jersey Family Leave Act. The employer may require an employee to use their accumulated vacation days concurrently with any leave time granted pursuant to this Article for baby bonding, but employees may not use their sick time concurrently with leave granted pursuant to this Article for baby bonding. Leave time granted pursuant to this Article for baby bonding must be taken consecutively.

Section D: If an employee needs family leave for both a family member (that would qualify under NJFLA) and for themselves (that would qualify under FMLA), such employee can submit a request that their NJFLA and FMLA time not run concurrently. The employee will be required to provide appropriate medical documentation for both injuries and illnesses. Upon reviewing a qualifying request and appropriate documentation, the Township will grant the request upon good cause. Given employer concerns of the potential for abuse, this paragraph shall expire on June 30, 2020. Whether this language, other language, or no language addressing this issue will be placed into a successor agreement upon expiration of this contract, shall be determined at negotiations for a successor agreement. Upon expiration, and subject to

negotiations for a successor contract, nothing herein shall serve to negate the Township's prior past practice of running family leave time that qualifies for NJFLA and FMLA concurrently.

ARTICLE XXVIII

DRUG AND ALCOHOL POLICY

Employees shall be subject to the Township's Alcohol and Drug Free Workplace Policy.
Employees who hold a CDL license shall also be subject to the Township's DOT Alcohol and
Drug Free Workplace Policy.

ARTICLE XXIX

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 XXX

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 XXXI

TERM OF AGREEMENT

Section 1: Unless otherwise provided for herein, this Agreement shall become effective as of the first day of July, 2020, and shall remain in full force and effect and expire on the 30th day of June, 2023 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.

ATTEST:



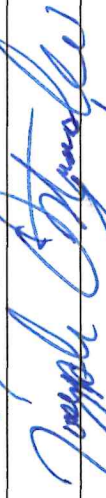
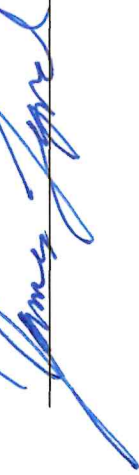
TOWNSHIP OF WOODBRIDGE

By:


_____ MAYOR JOHN E. McCORMAC

ATTEST: TEAMSTERS LOCAL UNION NO. 469,

By:


_____ 
_____ 

APPENDIX “A”

TEAMSTER LOCAL 469 DIVISION OF PARKS

Parks Title	Civil Service Title	July 1, 2020	July 1, 2021	July 1, 2022
Senior Supervisor		<u>One Year Max</u> 41.23	<u>One Year Max</u> 42.05	<u>One Year Max</u> 42.89
Supervisor Parks/ Supervisor Recreation Maintenance/ Tree Foreman	Maintenance Supervisor of Grounds	40.74	41.55	42.38
Supervising Mechanic	Supervisor Mechanic	39.72	40.51	41.32
Maintenance Repairer (Electrician)	Electrician	34.37	35.06	35.76
Maintenance Repairer (Carpenter)	Carpenter	34.47	35.16	35.86
Sr. Maintenance Repairer (Carpenter)	Senior Carpenter	35.27	35.98	36.70
Heavy Equipment Operator	Heavy Equipment Operator	35.27	35.98	36.70
Mechanic Diesel	Mechanic Diesel	36.24	36.97	37.70
Tree Climber	Tree Maintenance Worker I	34.88	35.58	36.29
Tree Climber II	Tree Maintenance Worker II	35.08	35.78	36.49
Tree Climber III	Tree Maintenance Worker III	35.52	36.23	36.95
Senior Parks Maintenance Worker II (w/o CDL)	Maintenance Worker Grounds II	33.26	33.93	34.61
Senior Parks Maintenance Worker II (w/ CDL)	Maintenance Worker Grounds III	34.17	34.85	35.55
Mechanic's Helper	Mechanic's Helper	32.24	32.89	33.54
Recreation/Parks	Maintenance	31.57	32.20	32.84

	Grounds I			
Laborer 1 st year	Laborer I	18.98	19.36	19.75
Laborer 2 nd year	Laborer II	22.47	22.92	23.38
Laborer 3 rd year- Max	Laborer III	31.12	31.74	32.38
Animal Control Supervisor	Supervisor Animal Control	33.18	33.84	34.52
Animal Control Officer	Animal Control Officer	21.54	21.97	22.41
Assistant Animal Control Officer	Assistant Animal Control Officer	18.98	19.36	19.75
Senior Animal Control Officer		N/A	24.97	25.47
Animal Attendant	Animal Attendant	16.43	16.76	17.10
Health Educator*	Health Educator	32.42 - 45.33	33.07 -46.24	33.73 - 47.16

* The Township reserves the right to set the Health Educator's salary based on the individual's skill, training, and experience, but shall fall within the hourly range provided in the salary chart.

** If an employee is required to work under CDL A, the employee will be paid the Heavy Equipment Operator pay rate as presented in Appendix A of this Agreement.

*** Wage increases will be retroactive to July 1, 2020. Employees must be on the payroll and/or retired at the time of payment to be eligible for any retroactive payments.

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