

AGREEMENT
BETWEEN
TOWNSHIP OF WOODBRIDGE
AND
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 73, LOCAL 3044,

(CLERICAL, CUSTODIAL AND ENGINEERING)

January 1, 2011 through December 31, 2013

GENOVA BURNS GIANTOMASI & WEBSTER
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TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	PREAMBLE..... 1
ARTICLE II	RECOGNITION 2
ARTICLE III	CHECKOFF 3
ARTICLE IV	NON-DISCRIMINATION 5
ARTICLE V	UNION STEWARDS AND OFFICERS..... 6
ARTICLE VI	GRIEVANCE PROCEDURE..... 7
ARTICLE VII	SENIORITY 10
ARTICLE VIII	JOB POSTING AND JOB VACANCIES..... 12
ARTICLE IX	HOLIDAYS 14
ARTICLE X	VACATIONS..... 16
ARTICLE XI	LEAVES OF ABSENCE..... 17
ARTICLE XII	PERSONAL DAYS..... 19
ARTICLE XIII	DEATH IN THE FAMILY 19
ARTICLE XIV	UNION BUSINESS..... 21
ARTICLE XV	UNION EDUCATIONAL LEAVE AND ADVANCED DEGREE RECOGNITION 22
ARTICLE XVI	DISCIPLINE 24
ARTICLE XVII	HOURS OF WORK..... 25
ARTICLE XVIII	SALARIES..... 29
ARTICLE XIX	LONGEVITY PLAN 32
ARTICLE XX	JOB DESCRIPTIONS..... 37
ARTICLE XXI	PROMOTIONS..... 38
ARTICLE XXII	CONTRACTING 39
ARTICLE XXIII	FAMILY LEAVE..... 40
ARTICLE XXIV	JURY DUTY..... 41
ARTICLE XXV	ARMED FORCES 42
ARTICLE XXVI	GENERAL PROVISIONS..... 43
ARTICLE XXVII	MANAGEMENT RIGHTS..... 46
ARTICLE XXVIII	NO STRIKE CLAUSE 47
ARTICLE XXIX	EMERGENCIES..... 48

ARTICLE XXX	PAYMENT OF SICK LEAVE ON RETIREMENT.....	49
ARTICLE XXXI	TEMPORARY DISABILITY BENEFITS.....	50
ARTICLE XXXII	HEALTH BENEFITS.....	51
ARTICLE XXXIII	UNIFORMS.....	56
ARTICLE XXXIV	PUBLIC SAFETY TELECOMMUNICATORS	57
ARTICLE XXXV	SANITARY INSPECTORS	60
ARTICLE XXXVI	SEVERANCE PAY.....	62
ARTICLE XXXVII	DURATION.....	63
APPENDIX A	65
APPENDIX B	68
APPENDIX C	69
APPENDIX D	70

ARTICLE I

PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the "Employer," and American Federation of State, County and Municipal Employees, AFL-CIO Council 73, Local 3044, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE II
RECOGNITION

A. The Employer recognizes Local 3044 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding, however, supervisors, confidential employees including the two senior personnel clerks in the Township Personnel Office, and all others not listed in Appendix A.

B. The title "employee" shall be defined to include the plural as well as females.

ARTICLE III

CHECKOFF

A. The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to Council #73 AFSCME, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is cancelled in writing by the employee during the period June 15th - June 25th (both dates inclusive) of any year. Such written notice shall be sent to the Payroll Department of the Township and to the Union.

B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 % of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall

be considered to be in continuous employment.

C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

D. The Employer shall notify the Union in writing within sixty (60) days of any change of addresses of existing employees, new hires and name changes due to marital status of its unit employees.

ARTICLE IV

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism exercised by either 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 V

UNION STEWARDS AND OFFICERS

A. A written list of Union Officers and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union officers or Stewards.

B. Representatives of the Union who are not employees of the Township shall be permitted to visit with employees during working hours upon proper notification to the Business Administrator. Such meeting shall not exceed thirty (30) minutes.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. Employees shall continue to observe all assignments and rules and regulations during the pendency of the grievance and until it is fully determined, unless such observance would subject the employee to imminent danger to health or safety. If the grievance or dispute is not filed within ten (10) working days of the occurrence or within ten (10) working days of the date that the employee should have reasonably known that a grievance should be filed, the same is herein considered to be abandoned. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward to the appropriate Department or Division Head within five (5) working days after the supervisor's response is due. The Division or Department Head shall schedule a meeting to discuss the grievance within five (5) working days of receipt of the grievance. At this step the employee may be represented by his Steward or by the Local Union President or designee. The Division or Department Head shall render his decision in writing within five (5) working days from the date of the hearing.

In the case of grievances which involve issues having implications outside the Department in which the grievance arises, Steps 1 and 2 of the grievance or

dispute can be waived and the grievance or dispute can proceed directly to Step 3 provided that notice is given to the department head and such waiver is mutually agreed upon by both parties. A meeting between both parties will occur within five (5) working days of the presentation of the grievance or dispute to the Business Administrator, to determine if there will be a waiver of steps 1 and 2.

Step 3: If the grievance is still unsettled, it shall be presented to the Business Administrator within five (5) working days after the response of the Director is due. The Business Administrator shall issue a notification within five (5) working days for a scheduled hearing on the grievance to occur within fifteen (15) working days of the receipt of the grievance. At this step, the employee may be represented by the Steward, the Union President or designee, and an AFSCME representative. The Business Administrator shall render his decision within fifteen (15) working days after the close of the hearing. The Union shall have the right to take up a suspension or discharge grievance at this third step.

Step 4: If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.

B. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to agree upon an Arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Employer shall strike the first name, the Union shall then strike one (1) name, etc., and the name remaining shall be the Arbitrator.

C. The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

D. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

ARTICLE VII

SENIORITY

A. Employees shall accrue two (2) types of seniority: Township and departmental seniority. Township seniority shall be defined as total length of service beginning with the original date of hire. Departmental seniority shall be defined as the date an employee begins work in a department.

B. All matters of demotions, layoffs, promotions and recall shall be accomplished in accordance with Department of Personnel Rules and Regulations. Shift assignments and vacations shall be assigned in accordance with departmental seniority. In all matters of promotions, where there are three (3) employees who are in accordance with Department of Personnel Regulations qualified for the position and if all three (3) are equally able to perform the job as determined by the Business Administrator, the person with the greatest seniority shall be given consideration for the position. It is the intention of the employer to fill promotions, vacancies, lateral transfers, or provisional appointments from within the union bargaining unit before hiring new employees, provided there are existing employees available with the necessary qualifications.

C. The agreed to seniority lists shall be brought up to date on July 1st of each year and posted on bulletin boards; such lists shall contain dates of appointment, dates employees began work in Departments, and job classifications.

D. It shall be the exclusive discretionary policy of the Employer to promote to supervisory positions, insofar as possible, from the ranks of the employees.

E. Sanitary Inspectors

1. A Sanitary Inspector shall lose all seniority rights for any one or more of the following reasons:
 - (a) voluntary resignations;
 - (b) discharge for just cause;
 - (c) failure to return to work within five (5) working days after being recalled by registered or certified mail, returned receipt requested, unless due to actual illness or accident.
The Employer may require substantiating proof of illness or accident.
2. A Sanitary Inspector 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.
3. Any notice of reemployment to a Sanitary Inspector who has been laid off shall be made by registered or certified mail to the last known address of such laid off Inspector.
4. Where an Inspector 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.
5. When overtime is required or work is required on any premium day, such work shall be rotated among the qualified Inspectors.

ARTICLE VIII

JOB POSTING AND JOB VACANCIES

A. Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs are to be posted in the following manner:

Classification
Location
Rate of Pay
Hours of Work
Person to Contact
Any Special Job Requirements

B. The job posting shall set forth the contractual pay rate. The president of the Union shall be notified of all new hires eligible for Union membership, as well as all personnel actions relating to job postings and vacancies. Notice of all hires, terminations and permanent appointments pertaining to any Title in Appendix A shall be sent to the Union president. Additionally, the Union president shall be notified of all minor disciplinary actions affecting bargaining unit members. The Union president and Council 73 staff representative shall be notified of all major disciplinary actions pending against any bargaining unit member.

C. When provisional appointments are to be made, the Township shall appoint, among those eligible to take a test for the position, in accordance with Article VII and with the employee's ability to perform the job, as determined by the Business Administrator. Where three (3) or more employees have relatively equal ability then consideration shall be given to the employee with the most Township seniority.

D. Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of five (5) working days. In the selection of applicants Article VII of this Agreement shall apply.

E. The top five (5) candidates for lateral transfers, provisional appointments and position upgrades or vacancies shall be personally interviewed prior to appointment of the position. All applicants shall be informed within five (5) working days of a decision to fill a position. Unsuccessful applicants who make a written request to the Personnel Office within two (2) business days of learning of the decision will be informed of the basis for the decision within ten (10) working days. In the selection of applicants Article VII of this Agreement shall apply.

ARTICLE IX

HOLIDAYS

A. Each employee hired prior to June 24, 1999, shall be entitled to fourteen (14) paid holidays per year, as follows:

- 1) New Year's Day,
- 2) Martin Luther King's Birthday (the 3rd Monday in January)
- 3) Washington's Birthday (the 3rd Monday in February)
- 4) Good Friday
- 5) Memorial Day (the last Monday in May)
- 6) Independence Day
- 7) Labor Day
- 8) Columbus Day (the 2nd Monday in October)
- 9) Election Day
- 10) Veteran's Day
- 11) Thanksgiving Day
- 12) Day After Thanksgiving Day
- 13) Christmas Day
- 14) Employee's Birthday (if applicable)

B. Labor Day Holiday shall consist of three (3) consecutive days, commencing the preceding Saturday, Sunday, and Labor Day, or if an employee must work on the Saturday preceding Labor Day, said employee shall be entitled to Sunday, Labor Day, and Tuesday off as holidays; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If said holiday falls on a Sunday, it shall be observed on the Monday following.

C. For employees hired prior to June 24, 1999, if the employee's birthday falls on a holiday or on a Saturday or Sunday, then the employee shall be entitled to the birthday holiday off as follows:

1. If the birthday falls on a Saturday, then the employee shall take the preceding Friday off.
2. If the birthday falls on a Sunday, then the employee shall take the following Monday off.

3. If the birthday falls on a holiday, from Monday through Friday, then the employee shall take the day before or the day after the birthday off. Employees absent due to illness the days before or after the holiday shall not be paid for the holiday unless they have accrued sick leave or requested vacation time in advance or produced a doctor's certificate.
4. Employees hired on or after June 24, 1999 are not eligible for the Birthday Holiday but will remain eligible for all other enumerated holidays.

ARTICLE X

VACATIONS

A. The following vacation schedule will prevail:

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

- a. Employees in each department may make initial vacation selections by March 1 for that year. In such case, any conflicts in scheduling shall be resolved on the basis of seniority. All subsequent selections (or changes) will be made on a first come, first served basis. Vacation time not used in any one (1) year must be used in the next vacation year. All vacation requests are subject to manpower requirements as determined by the department head.
- b. In the event of death of an employee, the employee's family shall be entitled to payment for all accrued vacation time at the full rate of pay in effect on the date of death.

B. In the event of termination, earned vacation will be paid.

- a. Vacation pay shall be granted in advance (prior to the start of the vacation) provided the request to the Comptroller's office is made at least one pay period in advance.

ARTICLE XI

LEAVES OF ABSENCE

A. In the year in which the employee is hired, he or she is entitled to one (1) day per month sick leave for the number of months worked in that particular year. Commencing January 1st of the following year, an employee shall be entitled to fifteen (15) days per year sick leave, notwithstanding the number of months worked in the previous year. Said days shall be accumulative. Paid sick leave time may be used by an employee if a member of his family is seriously ill or has been seriously injured, thereby requiring the employee to remain at home so as to assist the family member. The word "family" is herein defined so as to include and be restricted to the employee's spouse, children, brothers, sisters, mother or father, living in the immediate household. Such sick time shall not be greater than that which is specified in Civil Service Rule, N.J.A.C. 4:1-17.14.

B. Regardless of the amount of paid sick leave to which a permanent employee may be entitled, where the nature of his non-occupational related illness or injury requires an extended period of absence, the employee shall be required to exhaust all accumulated vacation days and personal days prior to the use of the leave of absence without pay for a period of up to six (6) months, as needed, and may be extended as required upon the advice of a physician for additional periods thereafter, subject to the Employer's approval. All approvals beyond the first six (6) month period must be approved by the Municipal Council. An employee who requests a leave of absence pursuant to the Family and Medical Leave Act shall be entitled to accrue seniority during the leave of absence period. Seniority shall not accrue for all other leaves of absence without pay.

C. The Township has developed, in accordance with its management prerogative, and distributed to each employee, either in person, through the intranet or via electronic mail, a Sick

Leave Abuse Policy. In the event that an employee is suspected of abuse of this policy, said employee shall be subject to the following disciplinary schedule:

- 1) 1st Offense - Verbal Warning
- 2) 2nd Offense - Written Warning
- 3) 3rd Offense - Minor Discipline (1 Day)
- 4) 4th Offense – Minor Discipline (3-5 Days)
- 5) 5th Offense - Major Discipline (6+ Days)
- 6) 6th Offense – Termination

ARTICLE XII

PERSONAL DAYS

- A. Three (3) days per year.
- B. Cannot be accumulative.
- C. Cannot be consecutive except for family emergencies subject to the prior approval of the Township Business Administrator.
- D. Are to be used for personal business only and will not be unreasonably denied.
- E. Request must be made in writing to the supervisor forty-eight (48) hours in advance, except in case of emergency where under such circumstances the forty-eight (48) hour advance notice is not required. However, the supervisor must be advised as to the nature of the emergency.
- F. Employees on leave of absence or who terminate during the year are not entitled to personal days other than those earned.
- G. Cannot be used in conjunction with vacation days.
- H. New employees must complete four (4) months of continuous service to be eligible for personal days. During first year of employment personal days are earned one (1) every four (4) months.
- I. After completion of the first year of employment personal days are credited on January 1.
- J. Personal days must be used in the year earned and cannot be converted into vacation days.

ARTICLE XIII

DEATH IN THE FAMILY

- A. In the event of death of a member of the employee's immediate family, the

employee shall be granted five (5) consecutive working days absence with pay except that Public Safety Telecommunicators shall have only four (4) such days. Said absence shall not be accumulative and must be used in conjunction with the death in the family. The employee's spouse, children, brothers, sisters, mother, father, grandchildren, grandmother, grandfather, mother-in-law, father-in-law, stepchildren, stepbrother, stepsister, stepmother and stepfather shall constitute the employee's immediate family. In the event of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be granted three (3) consecutive working days absence with pay.

B. In the event of death of an employee's step-relation, not specifically mentioned in Paragraph A above, but of the same degree as the family members designated in this Paragraph A, the employee shall be granted one working day's absence with pay. The employer reserves the right to request documentation concerning the relationship.

ARTICLE XIV

UNION BUSINESS

A. The President, Vice-President, and/or Shop Steward of the Union, or Delegate will be granted time off without loss of pay for the purposes of attending Union conventions, conferences, or Union related conferences provided that the total amount of such time off without loss of pay during each calendar year of this Agreement shall not exceed twenty (20) working days. The employee must notify the Employer of said leave at least five (5) days prior to the convention or conference. This five (5) days' notice requirement is also applicable to section following. (Union Education Leave).

B. Less than five (5) days' notice may be required by agreement with management. Leave under this section shall be limited to not more than four (4) employees at any one time.

ARTICLE XV

UNION EDUCATIONAL LEAVE AND ADVANCED DEGREE RECOGNITION

A. Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union when notice is submitted by the Union that said employee or employees have been accepted for schooling. Ten (10) working days per year shall be allocated for Union educational leave purposes. Two (2) employees only shall take leave at any one time and any one (1) employee shall take no more than five (5) working days of this leave per year. The Union agrees to use this leave reasonably.

B. Employees returning from authorized leaves of absence, as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.

C. An employee who complies with all of the following requirements shall be entitled to a one hundred dollar (\$100) bonus if he/she earns an Associate's Degree, a two hundred dollar (\$200) bonus if he/she earns a Bachelor's Degree, and a three hundred dollar (\$300) bonus if he/she earns a Master's Degree. In order to be eligible for the bonus:

1. The degree received by the employee must be related to the employee's job with the Township. The Township shall have sole discretion to determine whether a degree is related to the employee's job.
2. The employee must notify the Township in writing at least ninety (90) days in advance of receiving the degree.
3. The employee must provide a copy of the degree to the Township within ten (10) days of receiving the degree.
4. The degree must be obtained after the execution of this agreement.

D. The bonus available to employees pursuant to this paragraph shall be paid by the Township within ninety (90) days after the above conditions have been met.

E. An employee who receives the advanced degree bonus must maintain employment with the Township for at least one (1) year after receiving the bonus. Where an employee's employment with the Township terminates prior to one (1) year, the employee must return the bonus he/she received within ten (10) days of termination or his/her final paycheck will be docked accordingly.

ARTICLE XVI

DISCIPLINE

- A. No employee shall be disciplined except for just and proper cause.
- B. 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.
- C. In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.
- D. The Union may elect to appeal the matter to arbitration provided that such an appeal is joined in by the employee in writing. Matters for which an appeal mechanism is prescribed by law to the Department of Personnel shall not be submitted to arbitration.
- E. The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

ARTICLE XVII

HOURS OF WORK

A. The regular work day for all full-time employees shall consist of seven (7) hours of work plus a one (1) hour lunch period, the hours shall be 8:30 a.m. to 4:30 p.m. except those titles listed in Appendix A as forty (40) hour/week employees. So far as practicable, an employee's workday shall not be changed without reasonable notice.

B. The regular work week shall be from Monday through Friday inclusive, and shall consist of not more than thirty-five (35) hours plus lunch periods except those titles listed in Appendix A as forty (40) hour/week employees. Any time in excess of thirty-five (35) hours shall be considered overtime and shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or fraction thereof in excess of thirty-five (35) hours. Double time shall be paid for all work performed on Sundays and on holidays. Time and one-half (1-1/2) pay shall be paid for all work performed on Saturdays. Overtime must be authorized by a Department or Division Head or a supervisor in charge.

C. For all building maintenance workers, except for emergency snow removal, overtime shall be one and one-half (1-1/2) times the base hourly rate after forty (40) hours per week including lunch times or after the regular workday, except as necessitated by summer hours scheduled and shall be paid in money or compensatory time at the election of the employee. All hours worked on Sunday and Holidays will be paid at double the hourly rate.

When working any emergency, an employee after working sixteen (16) hours continuous, shall be granted six (6) hours rest and be paid for four (4) hours at straight time. When plowing snow and sanding, the employee shall receive double time, before and after regular working hours and will continue to receive double time pay if such work carries over into the

regular shift. On Sundays and holidays, when plowing snow and sanding, the employee shall receive double time pay for the first eight (8) hours and triple (3x) pay thereafter.

D. All overtime projects or duties shall be divided equally among all employees in each classification so that when overtime is required; such overtime will follow a rotation with senior employees in each classification heading the list. All employees in the same classification will be given the opportunity to work the overtime; the rotation procedure will proceed from the top of the list to the bottom. This procedure will not apply when an employee is continuing his or her daily duties or responsibilities on a specific project or work assignment beyond the regular workday.

For building maintenance workers, prior to the formation of the overtime rotation schedule all holiday and Sunday overtime will be divided fairly and equitably among all those in the job classification.

E. Employees shall be granted a total of thirty (30) minutes per day as a coffee break. Said break must be divided between the morning and afternoon hours, each period not to exceed fifteen (15) minutes. At no time shall said coffee break interfere with the work and overall operation of the office involved.

F. Sanitary Inspectors

1. The hours of work shall be 8:30 a.m. to 4:30 p.m. All hours worked beyond eight (8) hours in any one day or forty (40) hours in any week shall be paid at the rate of time and one-half.
2. On any weekend wherein an Inspector shall be on call, the Inspector shall receive ten (10) hours' pay for said time regardless of the number of calls received.

3. On call, when performed on a recognized holiday, a Sanitary Inspector shall be compensated for with five (5) hours pay regardless of the number of calls received.
4. On call, when performed Monday through Friday evenings, will be compensated for with four (4) hours pay per evening regardless of the number of calls received.

G. Employees shall receive a meal allowance of \$12.00 after twelve (12) hours of continuous work. For employees whose work hours are in excess of eight (8) hours per shift, a meal allowance will be provided after four (4) hours of continuous work in excess of regular shift.

H. Any employee called to work otherwise outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the appropriate overtime rate. Such employee may be required to stay at work for the full two (2) hours to perform bargaining unit work, at the discretion of the Township Business Administrator, or his/her designee.

I. All building maintenance shifts Monday through Friday shall normally be scheduled between 7:00 am to 1:00 am. Specific shift hours shall be determined at the sole discretion of the Supervisors. Those building maintenance employees regularly scheduled on the 5:00 pm to 1:00 am shift shall receive a yearly shift differential of one hundred (\$100) dollars per year. On Saturdays, hours worked shall normally be scheduled between 8:30 am and 5:30 pm. Sunday hours are 12:30 pm to 5:30 pm. All hours worked on a Sunday will be paid at double the hourly rate.

Sunday work shall be voluntary provided those volunteering are qualified to perform the necessary work and a sufficient number of employees, in the opinion of the

supervisor concerned, volunteer. In the event that there are not sufficient union employees volunteering for Sunday or Holiday overtime, non-union employees may volunteer to fill vacant slots. If an insufficient number of employees volunteer, the supervisor shall assign in reverse seniority order the number from the seniority roster he/she considers sufficient on a rotating basis from among those he/she considers qualified. With approval of the supervisor, the employees may trade or give away Sunday work with other qualified employees.

ARTICLE XVIII

SALARIES

A. Effective and retroactive to January 1, 2011, all titles in this bargaining unit shall receive an across-the-board wage increase of zero (0%) percent.

B. Effective and retroactive to July 1, 2011, the following title levels will receive the following flat dollar raises:

- a. CS2 - \$1,250
- b. CS3 - \$1,150
- c. CS4 - \$1,050
- d. CS5 - \$1,000
- e. CS6 - \$1,000
- f. CS7 - \$1,000

C. Effective July 1, 2012, all titles in this bargaining unit shall receive an across-the-board wage increase of one and one-half (1.5%) percent.

D. Effective July 1, 2012, the following title levels will receive an additional flat dollar increase of:

- a. \$1,000 additional increase to dispatchers
- b. \$500 additional increase to Keyboard Clerk 3

E. Effective July 1, 2013, all titles in this bargaining unit shall receive an across-the-board wage increase of two (2%) percent.

F. Effective July 1, 2013, the following title levels will receive an additional flat dollar increase of:

- a. \$500 additional increase to employees in Keyboard Clerk 3 and CS7 and below.

G. Building Maintenance Employees regularly scheduled to work the 5:00 pm to 1:00 am shift shall receive a shift differential of \$100 per year.

H. The Township agrees to maintain the following titles and pay grades during the term of this Agreement:

- a. Parking Enforcement Officer – Change to Code Enforcement Officer (CS-7)
- b. Senior Building Maintenance Worker & Sr. Service Worker (CS-8)
- c. Sr. Operator, Word Processing Equipment (CS-9)
- d. Sr. Welfare Investigator (Typing) (CS-9)
- f. The parties agree to the following:

Health Inspectors/Sanitary Inspectors: Health Inspector Trainees/Sanitary Inspector Trainees (unlicensed) will be hired at \$40,000. A Licensed Health Inspector/Sanitary Inspector will be hired at a \$45,000 annual salary until completion of one year of service as a licensed health inspector. Thereafter, a Health Inspector/Sanitary Inspector will be paid in accordance with the salary schedule listed in Appendix C.

Code Enforcement (Building Department): The parties agree that the Township has the discretion to hire code enforcement inspectors (Building, Plumbing, Electrical and Fire Protection) in the following pay ranges based upon the level of their license as specified below:

RCS - \$40,000 to \$45,000
ICS - \$40,000 to \$55,000
HHS - \$40,000 to \$60,000

For all hires described above, the parties agree that if a new employee is hired at a salary higher than that of a current employee for the same or lower title and the new employee holds the same or lower license as the current employee, the Township will raise the salary of the current employee to equal that of the new employee.

Engineers: The parties agree that the Township has the discretion to hire engineers in the following pay ranges:

Assistant Engineer - \$35,000 to \$45,000
Senior Engineer - \$40,000 to \$50,000
Principal Engineer - \$45,000 to \$55,000

For all hires described above, the parties agree that if a new employee is hired at a salary higher than that of a current employee for the same or lower title and the new employee holds the same or lower license or the same or lower degree as the current employee, the Township will raise the salary of the current employee to equal that of the new employee.

- g. Principal Engineering Drafting Technician (CS-13)
- h. Public Works Inspector (CS-10)

ARTICLE XIX

LONGEVITY PLAN

A. The Employer agrees to pay, as a fringe benefit, the following longevity plan to employees hired prior to January 1, 1996:

- 2 ½ % of base yearly salary for 5-10 years service
- 4 % of base yearly salary for 10-15 years service
- 5 ½ % of base yearly salary for 15-20 years service
- 7 % of base yearly salary for 20-24 years service
- 8 ½ % of base yearly salary for more than 24 years service

B. Employees hired on or after January 1, 1996 will receive the following flat rate longevity pay:

Pay grade 2

after 5 years	\$ 377
after 10 years	603
after 15 years	830
after 20 years	1,056
after 25 years	1,283

Pay grade 3

after 5 years	\$ 400
after 10 years	640
after 15 years	880
after 20 years	1,120
after 25 years	1,360

Pay grade 4

after 5 years	\$ 424
after 10 years	678
after 15 years	932
after 20 years	1,187
after 25 years	1,441

Pay grade 5

after 5 years	\$ 449
after 10 years	719
after 15 years	988
after 20 years	1,258
after 25 years	1,528

Pay grade 6

after 5 years	\$ 480
after 10 years	769
after 15 years	1,057
after 20 years	1,346
after 25 years	1,635

Pay grade 7

after 5 years	\$ 514
after 10 years	823
after 15 years	1,132
after 20 years	1,440
after 25 years	1,749

Pay grade 8

after 5 years	\$ 566
after 10 years	906
after 15 years	1,245
after 20 years	1,585
after 25 years	1,925

Pay grade 9

after 5 years	\$ 611
after 10 years	978
after 15 years	1,345
after 20 years	1,712
after 25 years	2,079

Pay grade 10

after 5 years	\$ 679
after 10 years	1,087
after 15 years	1,494
after 20 years	1,902
after 25 years	2,309

Pay grade 11

after 5 years	\$ 740
after 10 years	1,184
after 15 years	1,629
after 20 years	2,073
after 25 years	2,517

Pay grade 12

after 5 years	\$ 807
after 10 years	1,291
after 15 years	1,775
after 20 years	2,260
after 25 years	2,744

Pay grade 13

after 5 years	\$ 879
after 10 years	1,407
after 15 years	1,935
after 20 years	2,463
after 25 years	2,991

Pay grade 14

after 5 years	\$ 959
after 10 years	1,534
after 15 years	2,109
after 20 years	2,685
after 25 years	3,260

Pay grade 15

after 5 years	\$1,045
after 10 years	1,672
after 15 years	2,299
after 20 years	2,926
after 25 years	3,554

Pay grade 16

after 5 years	\$1,139
after 10 years	1,823
after 15 years	2,506
after 20 years	3,190
after 25 years	3,873

C. For Calendar Year 2011, the Employer agrees to pay the above longevity plan to all employees of the unit dependent upon their date of hire. It shall be paid in a lump sum amount prior to the Christmas holidays. The Employer agrees to pay prorated longevity to any employee so entitled who terminates in good standing during the year.

D. For Calendar Year 2012, base salary shall be inclusive of half (1/2) the longevity payment at the employee's level as of December 31, 2012. The remaining half (1/2) of the longevity payment shall be paid in a lump sum prior to the Christmas holiday. For those employees with less than five (5) years of service on that date, base salary shall be inclusive of half (1/2) of the lowest level longevity payment in an employee's respective pay grade (i.e., after 5 years rate).

E. Effective December 31, 2012, the Longevity Plan Article shall be deemed completely inapplicable and shall be removed from the Agreement.

F. Effective January 1, 2013, base salary shall be inclusive of the remaining half (1/2) of the longevity payment at the employee's level as of December 31, 2012. For those employees with less than five (5) years of service on January 1, 2012, base salary shall be

inclusive of the remaining half (1/2) of the lowest level longevity payment in an employee's respective pay grade (i.e., after 5 years rate).

ARTICLE XX

JOB DESCRIPTIONS

The Employer will provide the Union, upon request, with a complete set of job descriptions for all job classifications covered by this Agreement. The Union shall be notified of any proposed changes in any job classifications and shall have the right to negotiate on this subject.

ARTICLE XXI

PROMOTIONS

When an employee is promoted they will receive a five percent (5%) increase or the starting salary for the position, whichever is greater. After completion of their second year of employment in the promotional title, the employee will receive an increase of an additional two-percent (2%) on their base salary.

ARTICLE XXII

CONTRACTING

There shall be no contracting out of any services performed by employees in the bargaining unit during the life of this Agreement, subject, however, to those services that are presently being contracted out in various departments of the bargaining unit.

ARTICLE XXIII

FAMILY LEAVE

A. An employee who requests a leave of absence pursuant to the Family and Medical Leave Act shall be granted leave without pay. The employee requesting a leave of absence shall notify the employer thirty (30) days prior to the taking of such leave where possible.

B. The leave of absence without pay may be extended with the approval of the business administrator.

C. An employee's seniority shall continue to accrue during the leave of absence under this Article.

ARTICLE XXIV

JURY DUTY

If an employee is required to serve on jury duty and such duty required his presence beyond noon, he will be paid for each day of jury duty. If the employee is dismissed from jury duty before noon, he shall immediately report to work and shall receive a full days' pay.

ARTICLE XXV

ARMED FORCES

An employee who is a member of the Armed Forces shall be granted such leave of absence for military service as is required by and in accordance with applicable State and Federal law.

ARTICLE XXVI

GENERAL PROVISIONS

A. Bulletin boards will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

B. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

C. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, but not to discuss matters which are a grievance.

D. No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this Agreement.

E. This Agreement shall not prevent the employees covered by the Agreement from receiving any general fringe benefits awarded the employees of the Township by legislative action of the Municipal Council during the period of the Agreement.

F. There shall be established a safety and health committee consisting of three (3) representatives of the Employer and three (3) representatives of the Union, to meet from time to time upon the request of either party to discuss matters of health and safety.

G. Any employee working in an acting capacity in a job level higher than his/her own shall be paid at least the entry level of the higher job classification providing that the entry level is at least six (6%) percent higher than his/her own rate of pay, subject to the following:

1. Except in cases of emergencies, no employee may work out of title until approval is granted through the Business Administrator and a copy of that approval is given to the employee prior to the employee performing said work. In emergency situations, approval by the Business Administrator may be obtained after the fact but no later than two (2) weeks after the assignment begins.
2. That said assignment must be for at least one (1) week. Any calendar week which includes a holiday and thus consists of only four (4) workdays will be considered one (1) week for purposes of out-of-title work. All layoffs, recalls and demotions will be in accordance with New Jersey Civil Service Laws and Regulations.

H. The Township agrees to reimburse omnibus drivers the thirty-five dollar (\$35.00) cost of their Commercial Driver's License ("CDL") every four (4) years.

I. 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 10% of the cost savings achieved as a result of a unit member's 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 Committee will set the criteria for eligibility for assistance.

J. The cost savings idea must be original, must be implemented and must result in a net cost savings to the Township. The Committee shall not be used to circumvent the collective negotiations procedure with respect to negotiable health benefits.

K. Within sixty (60) days after the request of the Union, the Township agrees to establish a committee composed of no more than three (3) union members and three (3) Township representatives to study how the 27th pay period that occasionally arises can be dealt with in a manner that will not inconvenience the Union's members and the Township. The committee will forward its findings to the Business Administrator who will consider same in dealing with the 27th pay period. However, the Business Administrator shall retain the sole discretion to implement any recommendations submitted by the Committee.

L. The Township shall pay \$350.00 per year to each maintenance employee hired prior to January 1, 1996 possessing a valid Fireman's License (Black Seal). Employees hired on or after January 1, 1996 are not entitled to the stipend. This payment shall be made in a separate check payable in the month of January. Maintenance employees shall be reimbursed for the renewal of the State of NJ Black Seal License within thirty (30) days of submission of proper verification of the license renewal.

ARTICLE XXVII

MANAGEMENT RIGHTS

A. The Employer shall have the right to determine all matters concerning the management or administration of the various departments of the Township, the right to direct the working force, to hire employees, to eliminate jobs and to determine the number of employees needed for specific job assignments, except to the extent that these rights are specifically modified or limited by either this Agreement or by statute.

B. The Employer further reserves the right to control by way of a separate rule and/or regulation, in writing, the employees' use of Township vehicles, more specifically controlling the use of said vehicles so that the cost of operating same will be minimized.

C. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established, as same as provided for by statute. However, this provision shall not apply to any rules which have been held or may be held by the Courts not to be subject to negotiation.

ARTICLE XXVIII

NO STRIKE CLAUSE

The Union shall not instigate, call, engage in, or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of Township's service to the community.

ARTICLE XXIX

EMERGENCIES

In the event of an emergency, as determined by the Business Administrator, any employee who is unable to report to work will be paid for the day. Employees who do manage to get to work, and who do work, will receive a compensatory day off. The Business Administrator may declare a second emergency day during the year, in which case the same policy shall prevail. Any additional days of emergency which occur, the employee may charge his time off to any time on the books: personal days, vacation days, sick time, or compensatory time.

ARTICLE XXX

PAYMENT OF SICK LEAVE ON RETIREMENT

A. For employees hired prior to June 24, 1999, at the time of death or retirement, the employee shall be entitled to payment for all accumulated unused sick leave, to be paid at the rate of one-half (1/2) of the rate of pay in effect on the date of retirement or death, up to a maximum of Fifteen Thousand (\$15,000) Dollars. All vacation time must be used prior to retirement in order to be eligible to receive sick leave payment except when approved by the Business Administrator upon recommendation of the Department Head for reasons of Township business.

B. For employees hired on or after June 24, 1999 the above provisions shall apply except that the maximum pay-out of sick time upon retirement shall be capped at Seven Thousand Five Hundred Dollars (\$7,500).

ARTICLE XXXI

TEMPORARY DISABILITY BENEFITS

The Employer agrees to provide Union members with temporary disability benefits, equal to the New Jersey State Disability Plan, at no cost to the employee.

ARTICLE XXXII

HEALTH BENEFITS

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. These benefits include Hospitalization and Major Medical coverage in existence for covered employees on the effective date of this Agreement.

B. For the purpose of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice. The family deductible shall be met when any combination of insureds (employee or dependent) meet the deductible.

C. If an employee works more than twenty (20) hours, he shall receive full major medical, hospitalization and prescription benefits. If an employee works 30 hours per week or more, he is considered full and eligible for all health benefits.

D. 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.

E. 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.

F. Under the Traditional/PPO plan, employees shall contribute fifteen percent (15%) toward the plan cost; however, the employee contribution shall not increase by more than 12% in any given calendar year. Effective January 1, 2012, under the Traditional/PPO plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee's contribution is less than fifteen (15%) of the plan cost. Since the Township is self-insured, "plan cost" shall be determined

based upon COBRA rate equivalents.

G. 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.

H. Under the POS plan, employees shall contribute five percent (5%) toward the plan cost; however, the employee contribution shall not increase by more than 10% in any given calendar year. Effective January 1, 2012, under the POS Plan, employees shall contribute toward the plan cost, in an amount as specified pursuant to P.L. 2011, c.78 or by the New Jersey legislature, unless the employee's contribution is less than five (5%) of the plan cost. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents.

I. Any employee who is out of work and receiving workers' compensation benefits shall not be required to pay his or her health benefits contribution during the period for which he or she is receiving workers' compensation benefits. The Township of Woodbridge will be responsible for the payment of health benefit contributions while an employee is receiving Worker's Compensation Benefits.

J. Both the POS Plan and Traditional/PPO Plan shall be amended to provide that deductibles for out-of network Surgi Centers shall be \$1,000.00, up to a maximum benefit of \$3,000.00.

K. The Township agrees to provide a \$5.00 co-pay prescription plan for generic drugs, a \$17.50 co-pay prescription plan for brand name drugs, and a \$25.00 co-pay for non-preferred name brand drugs for the employee and his dependents. For any mail order prescription, each employee shall pay \$7.50 for generic drugs, \$26.00 for preferred name brand drugs, and \$37.50 for non-preferred name brand drugs. If there is a single source brand drug for

which there is no chemical or therapeutic equivalent, the source brand drug shall be provided at the preferred drug co-pay rate, even if the drug falls under the non-preferred status.

L. Retirees with twenty-five (25) or more years of service with the Township will not be obligated to pay medical and hospital benefits. Effective January 1, 1991, a minimum of ten (10) years of service with the Township is required for retiree eligibility to participate in the group plan at the retiree's own cost. All other retirees shall be eligible for benefits under "COBRA" only.

The lifetime retiree maximum medical benefit for major medical under the Traditional/PPO plan shall be \$250,000 effective January 1, 2009. The lifetime retiree maximum medical benefit for major medical under the POS plan shall be \$1,000,000 effective January 1, 2009. The Township agrees to provide retirees Prescription Plan Drugs card coverage in which the covered person will pay 20% of the cost of covered/eligible prescribed drugs and the Township will pay 80%. Retirees' annual maximum prescription out-of-pocket is to be capped at \$1,200.00. Once the \$1,200.00 maximum prescription out-of-pocket is reached, the retiree may submit the co-pays to the Township for reimbursement.

M. 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 standard.

N. 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.

O. The Township agrees to provide coverage for hearing aids in an amount equal to \$1,500.00 per employee to be paid every two (2) years.

P. 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.

Q. 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. This program will include educational components; counseling and, where appropriate, rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

R. The Township agrees to provide Zyban (annually with prescription) as specified in the Township Health Insurance Plan. The cost of this program to the Township is a maximum of one hundred and fifty dollars (\$150.00) per employee.

S. The Township shall implement pre-admission certification and second surgical opinion programs as specified in the Township Health Insurance Plan.

T. The Township agrees to provide well-baby care as specified in the Township Health Insurance plan.

U. The Township agrees to provide coverage for routine physical exams, laboratory tests and routine chest x-rays subject to plan deductibles, co-pays and limits as specified in the Township Health Insurance Plan.

V. The Township agrees to provide coverage for mammograms every year after age 40.

W. The Township agrees to provide coverage for an annual Well Woman physical examination which shall include the cost of the Pap test and visit.

X. The Township's will cover any doctor-prescribed, FDA-approved contraceptive up to \$70.00 per month. The employee shall pay the difference for any covered contraceptive if it exceeds the above referenced cost.

Y. The Township will create a medical savings account ("MSA") for medical benefits only. The MSA would place a uniform dollar amount on the medical benefits provided to employees. A percentage of the unspent balance of the account at year-end will be paid to the employee.

Z. All insurance payments and contributions to be deducted from employee's paycheck on a pre-tax basis.

AA. The Employer reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XXXIII

UNIFORMS

A. The Employer agrees to provide American-made work clothes and jackets, and work shoes or boots, and gloves to members of the custodial staff. All uniforms must be consistent in color and quality and must be worn by the employees and include the name of the employee and the designation "Woodbridge Township."

B. Field personnel of the Engineering Division shall receive American-made work boots, winter jackets with hoods, and work gloves.

C. Loss of uniforms will result in replacement and in pay deductions sufficient to cover the loss from the employee responsible.

D. The Employer agrees to provide all full-time and part-time mail clerks with a winter jacket with hood every other year and one (1) pair of work shoes on an annual basis.

E. The Township agrees to provide 3 pairs of work uniforms for all maintenance employees per year (April 1). In addition the Township will provide 2 pairs of work shoes to a maximum of \$180.00 each year to be reimbursed to the employee. The Township will also agree to provide a winter Jacket to all maintenance employees, if said jacket is damaged a replacement Jacket will be provided on a basis not to exceed 1 Jacket per year. Under no circumstance will an employee be required to use the same winter jacket for more than 2 years. Gloves and rain gear will be provided on a replacement basis. The Director or his/her designee will determine when a replacement is needed.

ARTICLE XXXIV

PUBLIC SAFETY TELECOMMUNICATORS

This Article shall apply to public safety telecommunicators ("PSTS") in the bargaining unit employed or to be employed by the Township of Woodbridge.

A. Work schedule:

1. The work schedule for PSTS is set forth in Appendix D.
2. All vacation days, sick days, personal days and holidays will be computed at the current method.
3. Only one (1) PSTS per shift shall be allowed off on vacation or a personal day at any one time. The Township in its sole discretion may allow more than one (1) PSTS off on vacation or a personal day.
4. PSTS hired after October 21, 1993, will be assigned to a shift in the Chief of Police's sole discretion for the first year of their employment.
5. For all other PSTS, shifts shall be bid on a seniority in PSTS job title basis. Selection changes will occur in November, or whenever a vacancy occurs. Notwithstanding the foregoing, the Township shall retain the right to assign PSTS to shifts regardless of seniority when special skills, special abilities or training is required. The Chief shall request voluntary shift reassignments. In the event there are no volunteers for said assignment the Chief may, at his discretion, select the PSTS. The assignment shall be for a period not to exceed six (6) months or until the Chief of Police determines the need to be concluded.

B. Uniforms:

1. Initial uniforms will be issued by the Township at no cost to the employee.
2. Female PSTS shall have the option of wearing skirts instead of slacks.
3. The clothing allowance for PSTS shall be increased as follows:

Effective January 1, 2011 - \$625

Effective January 1, 2012 - \$650

Effective January 1, 2013 - \$675

Said allowance is to be paid May 30th of each year. Employee must provide receipts by November 1.

C. Lunch Period:

One (1) hour daily paid lunch period to be scheduled by the immediate supervisor.

D. Meal Period:

PSTS working the work schedule attached as Appendix D shall not be eligible to receive the meal allowance set forth in Article XVII, Section E, unless they work four (4) continuous hours in excess of their regular shift. PSTS on shift 1 shall not be eligible for the meal allowance until they have worked twelve (12) continuous hours.

E. Sick Days:

Fifteen (15) days per year; if employed for less than one (1) year to be pro-rated. All accumulated sick days previously earned will be banked without change.

F. Personal Days:

Two (2) days per year.

G. Vacation Days:

1 to 5 years of service	9 days
5 to 10 years of service	12 days
10 to 15 years of service	15 days
15 to 20 years of service	17 days
20 to 25 years of service	25 days
25 years of service and over	27 days

H. Holidays:

Fourteen (14) paid holidays to be distributed as follows:

1 day for employee's birthday; if hired prior to June 24, 1999
6 days off in lieu of holidays; and
7 paid days payable in December.

For employees hired prior to June 24, 1999, PSTS birthday to be taken off during the month of the birthday provided manning levels are maintained. Employees hired on or after June 24, 1999 are not eligible for Birthday Holiday.

I. Overtime:

Overtime shall be payable after a PSTS finishes their assigned shift, as set forth above, at the rate of one and one half (1 1/2) times employee's regular rate.

J. Senior PSTS:

The Township agrees to create a promotional position of senior PSTS. In order to qualify for the position of senior PSTS, the employee must have five (5) years with the Township as a PSTS (including training time) and receive satisfactory reviews. The Township will determine the number of senior PSTS positions created. The position will be paid a \$1,500.00 differential above top step PSTS.

ARTICLE XXXV

SANITARY INSPECTORS

A. Full-time regularly scheduled Sanitary Inspectors shall receive reimbursement for furthering their education by pursuing after hours studies in school, college or university or

other recognized institution. Courses chosen by the Inspector must benefit both the Inspector and the Employer. Prior approval for course shall be given by the Business Administrator.

B. Sanitary Inspectors will receive a fifty-five (\$55.00) dollar per credit refund upon completion of course with a passing grade.

C. Participating Sanitary Inspectors shall be allowed a maximum of fifteen (15) credits per year.

D. Part-time Sanitary Inspectors shall not be eligible to receive this benefit.

E. The Employer shall reimburse the Sanitary Inspector for the credits as set forth in this Article within thirty (30) days of the presentment to it of the grades of the Inspector. Time may be extended with mutual consent.

F. Payment of reimbursement money shall be issued in a separate check and without any deductions for withholding taxes, Social Security taxes and the like.

G. With mutual consent, nothing set forth herein shall affect the existing practice whereby Sanitary Inspectors, from time to time, are requested by management to take certain courses at Township expense. Nothing set forth herein shall affect the existing practice of in-service training whereby the Employer, from time to time, provides seminars and workshops.

H. Sanitary Inspectors (including Health Investigators) will receive an eighty dollar (\$80.00) per year uniform cleaning allowance.

ARTICLE XXXVI

SEVERANCE PAY

If for any reason work or services provided by members of this bargaining unit are abolished or discontinued as a service to the Township of Woodbridge, for the purposes of contracting privately for all or part of said service, those employees who will be discharged without cause, other than the abolishment of said work or services, and having completed five (5) years of satisfactory employment with the Township shall receive severance compensation at the rate of Six Hundred (\$600.00) Dollars for each year of continued service and major part of year thereof.

ARTICLE XXXVII

DURATION

A. This Agreement shall be effective as of the 1st day of January, 2011, and shall remain in full force and effect until the 31st day of December, 2013. It shall be automatically renewed from year to year thereafter until either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

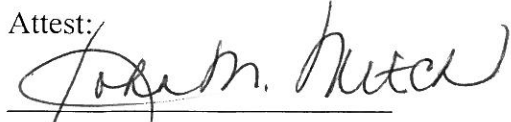
B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day
of _____, 2012.


FOR THE EMPLOYER:

TOWNSHIP OF WOODBRIDGE

Attest:



By:




Mayor John E. McCormac

FOR THE UNION:


AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, Local 3044

Attest:

By:



Madeline Zierich, Vice President


James F. Nolan, Jr.
Law Director

APPENDIX A

TITLES INCLUDED IN NEGOTIATIONS UNIT

Account Clerk
Account Clerk (Typing)
Administrative Clerk
Administrative Secretary
Assessing Aide
Assessing Clerk
Assessing Clerk (Typing)
Assistant Buyer
Assistant Engineer
Assistant Violations Clerk
Assistant Zoning Officer
Building Inspector
Building Maintenance Worker
Building Permit Clerk (Typing)
Building Permit Clerk (Stenography)
Building Service Worker
Cashier
Clerk
Clerk Stenographer
Clerk Typist
Cost Estimator
Communications Operator (DPW)
Computer Operator/Principal Account Clerk
Deputy Municipal Court Clerk
Deputy Registrar Vital Statistics
Drafting Technician
Electrical Inspector
Engineering Aide
Fire Protection Inspector
Health Inspector
Housing Inspector
Laborer
Legal Stenographer
Mail Clerk
Maintenance Repair L.P.L.
Microfilm Machine Operator
Omnibus Operator
Operator, Automated Typewriter
Operator, Word Processing Equipment
Parking Violations Officers/40 hours
Payroll Clerk (Typing)
Payroll Supervisor
Plumbing Inspector

Police Records Clerk
Police Records Clerk (Typing)
Principal Account Clerk
Principal Account Clerk (Typing)
Principal Assessing Clerk
Principal Cashier
Principal Clerk Stenographer
Principal Clerk Transcriber
Principal Clerk Typist
Principal Clerk Typist (Fleet Maintenance)
Principal Drafting Technician
Principal Engineer
Principal Engineering Aide
Principal Engineering Clerk
Principal Payroll Clerk
Principal Payroll Clerk (Typing)
Principal Public Works Inspector (Engineering)
Principal Timekeeper
Program Coordinator, Senior Citizen Transportation
Public Health Investigator
Public Safety Telecommunicator
Public Works Inspector (Engineering)
Receptionist/Senior Telephone Operator
Sanitary Inspector
Senior Public Works Inspector (Engineering)
Secretarial Assistant (Typing)
Secretary, Board/Commission
Senior Account Clerk
Senior Account Clerk (Typing)
Senior Assessing Clerk
Senior Building Inspector
Senior Building Maintenance Worker
Senior Building Permit Clerk
Senior Building Service Worker
Senior Cashier
Senior Clerk Stenographer
Senior Clerk Typist
Senior Drafting Technician
Senior Electrical Inspector
Senior Engineer
Senior Engineering Aide
Senior Fire Protection Inspector
Senior Housing Inspector
Senior Mail Clerk
Senior Medical Stenographer
Senior Operator, Word Processing Equipment

Senior Payroll Clerk (Typing)
Senior Plumbing Inspector
Senior Police Records Clerk
Senior Police Records Clerk (Typing)
Senior Public Safety Telecommunicator
Senior Public Works Inspector (Engineering)
Senior Purchasing Assistant (Typing)
Senior Sanitary Inspector
Senior Telephone Operator
Senior Welfare Interviewer (Typing)
Senior Welfare Investigator
Supervising Building Service Worker
Supervising Cashier
Supervising Drafting Technician
Supervising Engineering Aide
Supervisor of Accounts
Supervisor of Records
Technical Assistant, Office of Construction Official
Telephone Operator
Violations Clerk
Violations Clerk (Typing)
Welfare Investigator
Welfare Investigator (Typing)
Welfare Interviewer (Typing)

APPENDIX B

CLERICAL START SALARIES

<u>Pay Grade (CS)</u>	<u>2010</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
2	\$18,941.00	\$20,191.00	\$20,493.87	\$21,403.74
3	20,070.00	21,220.00	21,538.30	22,469.07
4	21,264.00	22,314.00	22,648.71	23,601.68
5	22,535.00	23,535.00	23,888.03	24,865.79
6	24,107.00	25,107.00	25,483.61	26,493.28
7	25,786.00	26,786.00	27,187.79	28,231.55
8	27,844.00	27,844.00	28,261.66	28,826.89
9	28,667.00	28,667.00	29,097.01	29,678.95
10	29,490.00	29,490.00	29,932.35	30,531.00
11	32,137.00	32,137.00	32,619.06	33,271.44
12	35,016.00	35,016.00	35,541.24	36,252.06
13	38,158.00	38,158.00	38,730.37	39,504.98
14	41,585.00	41,585.00	42,208.78	43,052.95
15	45,320.00	45,320.00	45,999.80	46,919.80
16	49,387.00	49,387.00	50,127.81	51,130.36
17	53,330.00	53,330.00	54,129.95	55,212.55

*Keyboard Clerk 3 shall receive a \$500 increase in base pay in addition to the 1.5% increase on July 1, 2012, and a \$500 increase in base pay in addition to the 2.0% increase on July 1, 2013.

APPENDIX C

CLERICAL SALARIES

1) Health Inspector/Sanitary Inspector

	<u>2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
Trainee (No License)	\$40,000.00	\$40,600.00	\$41,412.00
Hire Salary	45,000.00	45,675.00	46,588.50
After 1 yr	53737.00	54543.00	55634.00
After 2 yr	58,338.00	59,213.07	60,397.33
After 3 yr	62,938.00	63,882.07	65,159.71
After 4 yr	67,540.00	68,553.10	69,924.16
Maximum	72,140.00	73,222.10	74,686.54

2) Senior Sanitary Inspector

	<u>2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
	\$79,348.00	\$80,538.22	\$82,148.98

3) Public Safety Telecommunicator:

	<u>2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>
Start	2011 \$31,118.00	2012 \$32,584.77	2013 \$33,236.47
1 Year	35995.00	\$37,534.93	38285.62
2 Years	37591.00	\$39,154.87	39937.96
3 Years	40803.00	\$42,415.05	43263.35
Senior	42992.00	\$44,636.88	45529.62
Senior+2	43848.00	\$45,505.72	46415.83

APPENDIX D

**WOODBIDGE POLICE DEPARTMENT
COMMUNICATIONS DIVISION
WORK SCHEDULE**

SIDE	FIRST DAY	SECOND DAY	THIRD DAY	FOURTH DAY
O E	1245 TO 2325 HRS	1245 TO 2325 HRS	1245 TO 2325 HRS	1245 TO 2325 HRS
O E	0900 TO 1940 HRS	0900 TO 1940 HRS	0900 TO 1940 HRS	0900 TO 1940 HRS
O E	1900 TO 0540 HRS	1900 TO 0540 HRS	1900 TO 0540 HRS	1900 TO 0540 HRS
O E	0600 TO 1245 HRS	0600 TO 1800 HRS	0600 TO 1800 HRS	0600 TO 1800 HRS
O E	0600 TO 1800 HRS	0600 TO 1245HRS	0600 TO 1800HRS	0600 TO 1800HRS
O E	0600 TO 1800 HRS	0600 TO 1800HRS	0600 TO 1245HRS	0600 TO 1800HRS
O E	0600 TO 1800 HRS	0600 TO 1800 HRS	0600 TO 1800 HRS	0600 TO 1245 HRS
O E	2315 TO 0600 HRS	1800TO 0600 HRS	1800TO 0600 HRS	1800TO 0600 HRS
O E	1800 TO 0600 HRS	2315 TO 0600 HRS	1800TO 0600 HRS	1800TO 0600 HRS
O E	1800TO 0600 HRS	1800TO 0600 HRS	2315 TO 0600 HRS	1800TO 0600 HRS
O E	1800TO 0600 HRS	1800TO 0600 HRS	1800TO 0600 HRS	2315 TO 0600 HRS

THE 0900 HRS, 1245 HRS AND 1900 HRS TOURS WILL BE CONSIDERED THE MID-SHIFT AND ONLY ONE PERSON WILL BE ALLOWED ON VACATION OR PERSONAL DAY PURSUANT TO ARTICLE XXXIV A3 OF THE CONTRACT.

DISPATCHERS DESIGNATED (O) WILL WORK WITH ODD PATROL SQUADS
DISPATCHERS DESIGNATED (E) WILL WORK WITH EVEN PATROL SQUADS

THE SHIFTS BEGINNING AT 0900 HRS AND 1900 HRS ARE EFFECTIVE UPON IMPLEMENTATION OF EMS DISPATCH.

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