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12-25

AGREEMENT

Between

Woodbridge Township of
TOWNSHIP OF WOODBRIDGE

and

LOCAL 3044, AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
(CLERICAL, CUSTODIAL AND ENGINEERING)

⊗ January 1, 1988 through December 31, 1989

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ARTICLE I

PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the "Employer," and Local 3044, American Federation of State, County, and Municipal Employees, AFL-CIO, 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, 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

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.

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 represen-

tation 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.

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.

ARTICLE IV
NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, 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 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.

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

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. 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.

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.

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.

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.

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.

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, recalls and promotions shall be accomplished in accordance with New Jersey Department of Personnel regulations. Shift assignments and vacations shall be assigned in accordance with departmental seniority.

In matters of promotions where there are three (3) employees who are, in accordance with New Jersey 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, then the person with the greatest Township seniority shall be selected for the position.

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. Health Inspectors

1. A Health 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, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

2. A Health 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 the higher.

3. Any notice of reemployment to a Health 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. Seniority shall prevail in all work assignments in each classification. When there are more Health Inspectors in each classification than required, the most senior inspector in this classification shall be assigned to perform the duties required.

5. 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.

6. 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

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

The president of the Union shall be notified on a monthly basis of all new hires eligible for Union membership, as well as all personnel actions relating to job postings and vacancies. 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 bargaining unit members.

When provisional appointments are to be made, the Township shall appoint, among those eligible to take a test for the position, in accordance 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 the appointment shall be made to the employee with the most Township seniority.

Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of five (5) working days. Where two (2) or more employees apply for such

openings, then the position shall be awarded and where more than one (1) person is qualified for the position, as determined by the Business Administrator, then among those who are equally qualified for the position, the person with the greatest Township seniority shall be chosen for the position.

All applicants for lateral transfers, provisional appointments and position upgrades or vacancies shall be interviewed prior to appointment of the position.

ARTICLE IX

HOLIDAYS

Each employee shall be entitled to fourteen (14) paid holidays per year, as follows:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday (3rd Monday in February)

Good Friday

Memorial Day (last Monday in May)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day (General Election)

Veteran's Day

Thanksgiving Day

Christmas Day

Employee's Birthday

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. If an

employees 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.

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

B. An employee may apply for his vacation at any time during the twelve (12) months preceding the date of his proposed vacation. If two (2) or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority. Vacation time not used in any one (1) year must be used in the next vacation year.

C. 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.

ARTICLE XI
LEAVES OF ABSENCE

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.

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 required an extended period of absence, he shall be granted a 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.

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 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.
- I. Earned one (1) every four (4) months.
- J. Personal days which are not used by an employee in the given calendar year shall be converted into additional vacation days which the employee may use in the following calendar year only.

ARTICLE XIII
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 working days absence with pay except that Police Radio Dispatchers 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 and father-in-law shall be deemed as part of the employee's immediate family. In the event of death of an employee's brother-in-law, or sister-in-law, the employee shall be granted three (3) consecutive working days absence with pay.

ARTICLE XIV
UNION BUSINESS

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 or conferences provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed twenty (20) man 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).

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

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.

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.

ARTICLE XVI

DISCIPLINE

No employee shall be disciplined except for just and proper cause.

A. In any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent from the day when the incident occurred. During these three (3) days the Employer and employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged with:

1. Incapacity due to mental or physical disability;
2. Intoxication while on duty;
3. Disorderly or immoral conduct;
4. Where violence and/or the health and safety of other employees or Employer may be involved;
5. Serious neglect of duty.

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

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

The Union may elect to appeal the matter to an arbitration provided that such an appeal is joined in by the employee in writing. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.

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.

B. 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 40 hour/week employees. So far as practicable, an employee's work day 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 40 hours/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.

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 work day.

C. 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.

D. Health 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 Health 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.

ARTICLE XVIII

SALARIES

A. Effective January 1, 1988, employees shall receive a six (6%) percent across-the-board increase in salary. The twenty-seventh (27th) payment shall not be considered a part of base adjustments. Effective January 1, 1989, employees shall receive a six and one-half (6-1/2%) percent across-the-board increase in salary.

B. Starting in 1989, all employees with an anniversary date which falls during the month shall receive their increment increase on the first of the month.

C. Steps

1. All new employees shall be hired at the minimum rate for their classification as set forth in Appendix B or C, unless they have at least one (1) year of appropriate experience, in which case they may receive the salary of Step 2.

2. Raises to any step can be delayed up to three (3) months at the request of the Director. The Director must notify both the employee and the Business Administrator of his intentions to delay the raise to an employee in writing at least three (3) weeks prior to the date the raise is due and at this time include the reason(s) for delaying the raise, which will be subject to the grievance procedure beginning at Step 3.

D. Health Inspectors

1. All new Health Inspectors shall receive an increase to Step 2 after six (6) months employment. Any Inspector starting at Step 2 shall receive no increase in this time. It shall be the obligation of the Director to request the raise to Step 2.

2. After one (1) year service all Health Inspectors shall receive the maximum salary for their range. It shall be the obligation of the Director to request the raise to maximum.

ARTICLE XIX
LONGEVITY PLAN

The Employer agrees to pay, as a fringe benefit, the following longevity plan:

2-1/2% of base yearly salary for 5-10 years service

4% of base yearly salary for 10-15 years service

5-1/2% of base yearly salary for 15-20 years service

7% of base yearly salary for 20-24 years service

8-1/2% of base yearly salary for more than 24 years service

The Employer agrees to pay this longevity plan to all employees of the unit. 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.

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

Any employee who is promoted shall receive not less than a six (6%) percent wage increase on a promotion from one range to the next.

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
MATERNITY LEAVE

Maternity leave shall be granted only to employees on permanent Civil Service status. An employee may first utilize accumulated unused sick leave, and, if necessary, shall be placed on unpaid leave of absence for the remainder of the required time.

ARTICLE XXIV

JURY DUTY

If an employee is required to serve on jury duty and such duty requires his presence beyond noon, he shall receive a full day's pay 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 day's 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

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.

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.

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.

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

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.

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.

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:

A. 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 emergent situations, approval by the Business Administrator may be obtained after the fact but no later than two (2) weeks after the assignment begins.

B. That said assignment must be for at least one (1) week.

All layoffs, recalls and demotions will be in accordance with New Jersey Civil Service Laws and Regulations.

ARTICLE XXVII
MANAGEMENT RIGHTS

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.

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.

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 comp. time.

ARTICLE XXX

PAYMENT OF SICK LEAVE ON RETIREMENT

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 (\$15,000.00) 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.

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. These benefits include Hospitalization and Major Medical coverage in existence for covered employees on the effective date of this Agreement. The above benefits shall be extended to all retirees who retire on or after January 1, 1986, and who complete twenty-five (25) or more years of service with the Township, at no cost to the employee. All other retirees shall pay the current premium.

B. For 1988, the Employer shall continue to provide the current dental plan for employees and their eligible dependents. Effective 1989, dental plan rates will change from 50% to 60% and 60% to 70%.

C. The Employer agrees to provide a two (\$2.00) dollar co-pay prescription plan for employees and their dependents.

D. The Employer agrees to provide optical insurance for employees and their dependents. Optical plan rates to change to examination \$25.00; frames \$25.00; single lenses \$20.00; bifocals \$25.00; maximum \$75.00, effective January 1, 1989.

E. For the purpose of this Article, dependents shall be defined to include only spouse and unmarried children in accordance with past practice.

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

G. The Employer agrees there will be no increase in dependent premium coverage during the calendar year 1989.

H. 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; counselling and, where appropriate, rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

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 and police traffic maintenance crew. 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 the mail clerk with a winter jacket with hood and one (1) pair of work shoes on an annual basis.

E. All Omnibus operators shall be issued an American-made winter jacket with a hood in 1989.

ARTICLE XXXIV

POLICE RADIO DISPATCHERS

This Article shall apply to police radio dispatchers in the bargaining unit employed or to be employed by the Township of Woodbridge.

1. Hours:

To work the prevailing uniform police schedule (4-4 shift) at ten and one-half (10-1/2) hour days.

2. Shift Selection:

In accordance with seniority of employment with the Department; with the most senior having first choice of the six (6) different starting times. Seniority to be determined in accordance with Article VII.B.

3. Shift Changes:

Initial shift selections to remain in effect until January 1st. Thereafter, shift selection will be on a seniority basis with the most senior having first choice which shall then remain in effect for at least twelve (12) months. Selection changes will occur in October, or whenever a vacancy occurs.

4. Uniforms:

Initial uniforms will be issued by the Township at no cost to the employee. Female dispatchers shall have the option of wearing skirts instead of slacks. Dispatchers shall receive a two hundred (\$200.00) dollar annual allowance for maintenance of their uniforms to be paid by May 30th of each year, except that in 1988 such allowance shall be paid within thirty (30) days after execution of this Agreement by the Employer and Union.

5. Lunch Period:

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

6. 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.

7. Personal Days:

One (1) day per year.

8. Vacation Days:

1 year to 5 years of service	9 days
5 years to 10 years of service	13 days
10 years to 15 years of service	15 days
15 years to 20 years of service	17 days
20 years to 25 years of service	25 days
25 years and over	27 days

9. Holidays:

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

1 day for employee's birthday
6 days off in lieu of holidays; and
7 paid days payable in December

10. Overtime:

Overtime shall be payable after ten and one-half (10-1/2) hours of work at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE XXXV

TUITION REIMBURSEMENT FOR HEALTH INSPECTORS

A. Full-time regularly scheduled Health 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. Health Inspectors will receive twenty-five (\$25.00) dollars per credit refund upon completion of course with a passing grade.

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

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

E. The Employer shall reimburse the Health 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 Health 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.

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 Five Hundred (\$500.00) Dollars in 1988 and Six Hundred (\$600.00) Dollars in 1989 for each year of continued service and major part of year thereof.

ARTICLE XXXVII

DURATION

This Agreement shall be effective as of the first day of January, 1988, and shall remain in full force and effect until the 31st day of December, 1989. 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.

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 , 198 .

FOR THE EMPLOYER:

TOWNSHIP OF WOODBRIDGE

Attest:

By: _____

FOR THE UNION:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL #73

Attest:

By: _____