

AGREEMENT

BETWEEN THE

TOWNSHIP OF WOODBRIDGE
MIDDLESEX COUNTY, NEW JERSEY

-and-

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) ON BEHALF OF
ITS USW LOCAL 1426

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

DRAFTED BY:

GENOVA BURNS GIANTOMASI WEBSTER LLC

494 Broad Street
Newark, New Jersey 07102
(973) 533-0777

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PREAMBLE

THIS AGREEMENT made this ____ day of _____, 2014, by and between the Township of Woodbridge, hereinafter referred to as the "Employer," and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), on behalf of its USW Local 1426, hereinafter known as the "Union."

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall provide for improved patient and client care through the maintenance of high standards of nursing and social work; and

It is also the intent of the parties that this Agreement shall make provisions for wages, hours and other terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will exist.

NOW, THEREFORE, in consideration of the promises, covenants, undertaking, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

ARTICLE I
RECOGNITION

A. The Township of Woodbridge hereby recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW), on behalf of its USW Local 1426 as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all permanent, temporary, full-time and part-time Public Health Nurses, Dental Assistants, Clinic Attendants, and Substance Abuse Coordinator, if they work a minimum of twenty (20) hours per week, full-time Social Workers working over twenty (20) hours per week, and part-time social workers working a minimum of twenty (20) hours per week, but excluding the Director, Supervisor of Nurses, Supervisor of Social Workers, clerical personnel and grant personnel and all other employees of the Township.

B. Unless otherwise indicated, the terms "employee" or "employees," when used in this Agreement, refer to all persons represented by the Union in the above-defined negotiating unit. The word "she" when used shall be deemed to include "he."

ARTICLE II

UNION SECURITY AND DUES DEDUCTION

A. Upon receipt of written authorization, the Employer shall deduct Union dues monthly on a pro rata basis and shall remit the monies collected, no later than the 15th of each month, to:

USW
5 Gateway Center
Pittsburgh, PA 15222
Attention: Secretary Treasurer.

The collected dues shall be made payable to USW International Union and shall include the Local number on the check.

B. The Union agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.

C. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty days thereafter, any new employee who does not join within thirty days of initial employment within the unit and any employee previously employed within the unit who does not join within ten 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 fee shall continue beyond the termination 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 who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE III

PROFESSIONAL PRACTITIONER STATUS

A. The Employer recognizes that due to their special education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care and that, therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in a decision-making process within the Employer's Agency. However, the final decision-making rests with the Employer and is not subject to the Grievance Procedure.

B. Council of Nursing Practitioners and Social Workers - There shall be a Council of Nursing Practitioners and social workers which shall consist of all nursing practitioners and social workers covered by this Agreement. The Council shall meet one (1) hour monthly on Employer's time. The Council may establish such committees of subcommittees it deems desirable to carry out the functions set forth below.

1. Purpose - The purpose of the Council shall be as follows:

- a. To make recommendations with respect to the philosophy of nursing practice and social workers, specific to the Agency in methods to foster adherence to that philosophy.
- b. Foster adherence to standards of nursing practice and social workers enunciated by the profession.

2. Functions

- a. Review and make recommendations regarding standards of nursing practice and social workers consistent with those enunciated by the profession and specific to the Agency.
- b. Analyze the factors which facilitate or impede the practice of nursing and social workers and make recommendations regarding same.
- c. Receive and review problems relating to the nursing practice and social

workers.

3. **Responsibility and Authority of Council**

a. Recommendations of the Council or committee recommendations approved by the Council shall be referred in writing to the Director of Nursing or Director of Social Workers.

b. The Director of Nursing and Director of Social Workers shall meet at a regularly scheduled time to review recommendations from the Council which have been received in writing at least ten (10) calendar days before the scheduled meeting and will respond to the Council within ten (10) calendar days following the scheduled meeting or within ten (10) calendar days of any joint meeting with the Director of Nursing, Director of Social Workers and authorized Council representatives.

c. Should there be any dissatisfaction on the part of the Council with the above response, the Council may request in writing the consideration by the Director of Health with a copy sent to the Director of Nursing and Director of Social Workers. The final response of the Director of Health shall be given within ten (10) calendar days of the receipt of the said written request.

ARTICLE IV

PROBATIONARY PERIOD

A. All employees hired after the date of this Agreement shall be probationary for a period of three (3) months from the date of the commencement of work. During the period of probation, an employee shall have all rights under this Agreement, except that the Employer may discharge any such employee at will during and up to the end of the probationary period and such discharge shall not be subject to the grievance and arbitration procedure.

B. Upon successful completion of the probationary period an employee shall have seniority as defined in Article VII, hereinabove, retroactive to the commencement of work.

ARTICLE V

NON-DISCRIMINATION

A. 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, handicap, perceived handicap of any individual political affiliation, Union membership or lack of Union membership or participation in or lack of participation in legal Union activities.

ARTICLE VI
GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual or the Association at the request and on behalf of an individual or group of individuals.

B. Grievances shall be settled in the following manner:

Step One - The Union Steward, with or without the employee, shall take up the grievance orally with the immediate supervisor within thirty (30) calendar days of its occurrence. If the grievance is not filed within thirty (30) calendar days of its occurrence, the same is considered to be abandoned. The immediate supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) working days.

Step Two - If the grievance has not been settled it shall be presented in writing by the Union steward to the Department Director within seven (7) working days after the Supervisor's response is due. The Department Director shall schedule a meeting to discuss the grievance within five (5) working days of receipt of the written grievance. At this step the employee may be represented by his steward and by an authorized Union Representative or designee. The Department Director shall render his/her decision in writing ten (10) working days from the date of the hearing.

Step Three - If the grievance is still unsettled, it shall be presented to the Business Administrator within seven (7) working days after the response of the Department Director is due. The Business Administrator shall schedule a hearing on the grievance within fifteen (15) working days of the receipt of the grievance. At this step the employee may be represented by the steward or an authorized Union representative or designee. The Business Administrator shall render his decision within fifteen (15) working days after the close of the hearing.

Step Four - If the grievance is still unsettled and concerns a violation of this Agreement only, 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.

a. The arbitration proceeding shall be conducted by an Arbitrator selected by the Employer and the Union in accordance with the procedure of the Public Employment Relations Commission.

b. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of facts presented to him involved in the grievance. The Arbitrator shall further be bound by the laws of the State of New Jersey and of the United States. The Arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering his written decision, the Arbitrator shall indicate findings of fact and the reasons for making his decision.

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.

e. All time limits herein specified shall be deemed to be exclusive of Saturday, Sunday and holidays. The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

f. As stated prior, any disposition of a grievance from which no appeal is taken within the time limits specified herein or as extended pursuant to agreement, shall be deemed resolved and

shall not thereafter be considered subject to the grievance provisions of this Agreement.

g. The parties, if interested, will cooperate in investigating and providing pertinent information concerning a grievance being processed.

h. The Employer agrees that in presentation of a grievance there shall be no loss in pay for the time spent in presenting the grievance by the grievant and the Shop Steward, who is an employee of the Township throughout the grievance procedure, provided there is no abuse of time spent in pursuing grievances during the regular scheduled work period of any such employee.

i. A grievance which affects a substantial number or class of employees or is a discharge or suspension and which the Employer representative designated in Steps One and Two lacks authority to settle, may initially be presented in Step Four by the Union representative.

ARTICLE VII

SENIORITY

A. Employees shall accrue two (2) types of seniority: Township and Departmental. Seniority is defined as total length of unbroken service, and applies to both full-time and part-time employees.

B. All matters of demotions, layoffs, and recall shall be accomplished in accordance with Department of Personnel Rules and Regulations. Shift assignments and vacations shall be assigned in accordance with seniority preference subject to the Township's right to assign employees to a shift regardless of seniority for training purposes, where special skills are necessary, or in emergency situations.

C. In 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) have equal qualifications and ability to perform the job as determined by the Business Administrator, then the person with the greatest seniority shall be selected for the position.

D. 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.

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

F. Nurses who have worked for the Township of Woodbridge via a contract with the County of Middlesex shall receive seniority credit for time worked as a contracted County employee upon becoming a full-time Township employee. The seniority credit shall be applied for purposes of calculating salary and vacation only. Calculating years of service for retiree health benefits shall begin with the employee's date of hire as a full-time Township employee.

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

B. When provisional appointments are to be made, the Employer shall appoint, among those eligible to take a test for the position, in accordance with the employee's qualifications and ability to perform the job, as determined by the Business Administrator. Where two or more employees have equal qualifications and ability, then the appointment shall be made to the employee with the most seniority.

C. Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of five (5) days. Where two or more employees apply for such openings and such employees have equal qualifications and ability as determined by the Business Administrator, the employee with the most seniority shall be chosen for the position.

ARTICLE IX

HOLIDAYS

A. Each employee hired prior to January 1, 1999 shall be entitled to fourteen (14) paid holidays per year, as follows:

- New Year's Day
- Martin Luther King Day
- 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)
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Employee's Birthday

Employees hired on or after January 1, 1999 are not eligible for the Employee Birthday holiday, but are eligible for all other holidays.

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If it falls on a Sunday, it shall be observed on the Monday following. If an employee's birthday falls on a holiday or on a Saturday or Sunday, then the employee shall be entitled to another day off to observe the birthday. If an employee's birthday falls on a Saturday, he shall take the preceding Friday off; if it falls on a Sunday, he shall take the following Monday off; if the birthday falls on a holiday, from Monday through Friday, the employee shall take the day before or the date after.

ARTICLE X

VACATIONS

A. The following vacation schedule will prevail:

6 months to 1 year of service	6 days vacation with pay
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 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 must be used in the year earned unless the use of vacation time is denied by the Director because of business necessity. The time carried over must then be used the following year or it will be lost.

C. Upon death of an employee, the employee's estate is entitled to be paid for all accumulated vacation days.

ARTICLE XI

SICK LEAVE

A. An employee shall be entitled to fifteen (15) days with pay per year for sick leave and 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.

B. The word "family" is herein defined so as to include and be restricted to the employee's spouse, children, brothers, sisters, mother, father or grandchildren. Such sick time shall not be greater than that which is specified in Department of Personnel Rules.

C. In accordance with New Jersey law, employees shall be required to exhaust all accumulated paid sick leave prior to receiving New Jersey temporary disability insurance benefits.

ARTICLE XII

LEAVE WITHOUT PAY

A. Regardless of the amount of paid sick leave to which a permanent employee, whether full-time or part-time, may be entitled, where the nature of his/her non-occupational related illness or injury requires an extended period of absence, the employee shall be required to exhaust all accumulated vacation days and personnel 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.

B. The appointing authority may grant the privilege of a leave of absence without pay to a permanent full or part time employee for a period not to exceed six (6) months at any one time.

1. Such leaves of absences may be renewed for an additional period not to exceed sixth (6) months only by a formal action of the appointing authority with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Personnel for reasons as established by Department Regulations.

2. Requests for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

ARTICLE XIII

FAMILY AND MEDICAL LEAVE

A. An employee who requests a leave of absence pursuant to the Family and Medical Leave Act shall be granted up to six (6) months of 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. The employer may require an employee to exhaust all accumulated vacation time and personal days prior to the employee's use of a leave of absence without pay. The employee at his or her option may utilize accumulated sick leave.

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

ARTICLE XIV
PERSONAL DAYS

Personal days should be as follows:

- a. Three (3) days per year.
- b. Must be used in year earned and cannot be converted into vacation days except if approved in advance by Department Head.
- c. Cannot be consecutive except for family emergencies subject to the prior approval of the Business Administrator.
- d. Cannot be used as vacation days; 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. In the event of death of an employee, the employee's estate is entitled to be paid for all accumulated personal days.

ARTICLE XV

DEATH IN FAMILY

A. In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive days absence with pay. 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, grandmother, grandfather, grandchild, mother-in-law and father-in-law shall constitute the employee's immediate family.

B. In the event of death of an employee's brother-in-law or sister-in-law, the employee shall be granted three (3) consecutive days absence with pay.

C. In the event of the death of a step relation of the same degree as listed in Section A, the employee shall be granted (1) day's absence with pay. The Township reserves the right to request documentation concerning the relationship.

ARTICLE XVI

UNION BUSINESS

A. The Shop Steward of the Union or an authorized Union representative or designee will be granted time off without loss of pay for the purpose 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) working days.

B. The employee must notify the Employer of said leave at least five (5) days prior to the convention or conference. Less than five (5) days notice may be required by agreement with management. Leave under this Section shall be limited to not more than two employees at any one time.

ARTICLE XVII

UNION EDUCATIONAL LEAVE

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 submitted notice by the Union that such employee or employees have been accepted for schooling. Six (6) working days per year shall be allocated for Union educational leave purposes. Two (2) employees only shall take leave at any one time provided the leave does not interfere with the operations of the health department and any one employee shall take no more than three (3) working days of this leave per year. The Union agrees to use this leave reasonably.

B. Leaves of absence with pay to attend and serve as a delegate to the USW Conference, educational seminar or conventions of the Association may be granted in writing for two (2) employees, not to exceed four (4) days during a calendar year provided the leave does not interfere with the operations of the health department, contingent upon available personnel and on a rotation basis, and approved by the Business Administrator.

C. Employees utilizing Sections A and/or B of this Article, must notify the Employer of said leave at least five (5) days prior to the classes, conference or convention. Less than five (5) days notice may be required by agreement with management.

D. Employees returning from any authorized leaves of absence as set forth in previous articles 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 XVIII

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, or an authorized Union representative or designee.
- 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. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Business Administrator. Matters for which an appeal mechanism is prescribed by law to the New Jersey Department of Personnel shall not be submitted to arbitration.

ARTICLE XIX

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 for full time employees hired on or prior to December 31, 2013 shall be 8:30 a.m. to 4:30 p.m. So far as practicable an employee's work day shall not be changed without a minimum of 14 days' notice or due to reasons of public health, safety, and welfare as deemed by the Director of Health. Employees hired on or after January 1, 2014 shall work a flex schedule. No employee hired on or prior to December 31, 2013 shall be forced to work a flex schedule; however, a flex schedule may be available if such employee desires a flex schedule and the Director of Health can accommodate a flex schedule.

B. The regular work week shall consist of not more than thirty-five (35) hours plus lunch periods. 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 rates of pay for each hour or fraction thereof in excess of thirty-five (35) hours.

C. Employees shall be granted a total of thirty (30) minutes per day as a paid 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. Employees other than those who are on call, who are required to work on a holiday, will be paid at the rate of straight-time for the actual time worked plus a day's pay for the holiday as such. If an employee is required to work on a Saturday, the rate of compensation will be one and one-half (1-1/2) times the regular rate of pay. If an employee is required to work on Sunday, the rate of compensation will be double (2) the regular rate of pay.

E. All covered employee's overtime compensation in connection with Paragraph B above will

be taken in cash or compensatory time (one and one half hours compensatory time for each hour of overtime worked), at the option or request of the employee, but subject to the approval of the Director of Health. Compensatory time, if taken, must be exhausted within 30 days of which it is earned. If compensatory time is not used within 30 days, the Director of Health reserves the right to schedule compensatory time.

ARTICLE XX
LONGEVITY PLAN

SECTION DELETED

ARTICLE XXI

JOB DESCRIPTION

A. Job descriptions for all job classifications covered by this Agreement shall be incorporated in "Annex B" of the Agreement.

B. The Union shall be notified of any proposed changes in any job classifications and shall have the right to negotiate on this subject.

ARTICLE XXII

SALARIES

- All Registered Nurses employed by the Township of Woodbridge shall be paid in accordance with "Annex A" of this Agreement. All Social Workers shall be paid in accordance with "Annex B" of this Agreement. "Annex A" and "Annex B" represent the following across the board wage increases:

- Effective July 1, 2014: 2.00% salary increase
- Effective July 1, 2015: 1.75% salary increase
- Effective July 1, 2016: 1.50% salary increase with wage reopener

- Social Workers holding a Bachelor's degree shall be placed on "Schedule A" as set forth in "Annex B." Social Workers holding a Master's degree shall be placed on "Schedule B" as set forth in "Annex B." Any Social Worker designated as bilingual shall be paid in accordance with the corresponding bilingual status set forth in "Annex B" and shall receive a one-time increase of \$300 on July 1, 2014. Bilingual status shall be determined at the discretion of the Director of Health, and the Director of Health reserves the right to subject an employee to verification of his/her fluency in the foreign language used in connection with the job.

- All LPNs shall be paid in accordance with "Annex C" of this Agreement. Salaries set forth in "Annex C" shall represent 75% of the corresponding salaries RNs as set forth in "Annex A." The rate for LPNs shall be reduced to a pro-rated hourly wage for any part-time employees.

- Licensed Clinical Social Workers ("LCSWs") shall receive a one-time base salary increase of \$1,500 effective July 1, 2014.

ARTICLE XXIII

JURY DUTY

A. 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 for work and shall receive a full day's pay.

B. This clause shall also apply in the event an employee is required by subpoena to testify in a Court hearing regarding Township business.

ARTICLE XXIV

ARMED FORCES

A. 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 XXV

GENERAL PROVISIONS

A. 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.

B. All benefits enjoyed by employees covered under this Agreement as enumerated in Township Ordinances shall not be reduced or terminated during the period of this Agreement.

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

D. Time for negotiations will be mutually agreed upon by the Union and the Employer. Members of the Union's Negotiating Committee who are on duty shall receive their customary rate of pay.

E. 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 request of either party to discuss matters of health and safety.

F. The Township will provide one (1) notary reimbursement for multi-services.

G. The Township will notify the Union when it completes negotiations with other civilian non-uniform Township unions. Upon receipt of said notification, the Union shall have the right to request the same salary and health benefits received by the other civilian non-uniform unions

ARTICLE XXVI

MANAGEMENT RIGHTS

A. The Township of Woodbridge hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.

2. To hire all employees, to direct the working force, to eliminate jobs and to determine the number of employees needed for specific jobs, to determine employee qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

4. To control by way of a separate rule and/or regulation, in writing, the employee's use of Township vehicles, more specifically, controlling the use of said vehicles so that the cost of operating same will be minimized.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conference with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny, restrict the Township of its rights, responsibilities and authorities under R.S. 40 and 40A or any other national, state or local laws or regulations as they pertain to municipal government.

ARTICLE XXVII

NO STRIKE CLAUSE

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown or other job action interfering with the normal operations against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees, subject however to the Grievance Procedure and/or the provisions of Title 40.

C. The Union will actively discourage any of its members or persons acting in their behalf from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

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

ARTICLE XXVIII

EMERGENCIES

A. In the event of an emergency, as determined by the Business Administrator, any employees who are 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.

B. The Business Administrator may declare a second emergency day during the year, in which case the same policy shall prevail.

C. Any additional days of emergency which occur, the employee may charge his time off to any time off the books personal days, vacation time, sick time, or compensatory time.

ARTICLE XXIX

PAYMENT OF SICK LEAVE ON RETIREMENT

A. For employees hired on or after January 1, 1999, the maximum payment for sick leave upon retirement shall be Seven Thousand, Five Hundred (\$7,500.00) 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 XXX

TEMPORARY DISABILITY BENEFITS

A. 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 XXXI

DENTAL, PRESCRIPTION, MEDICAL AND OPTICAL PLAN

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 .

B. The Traditional Dental Program coverage will be increased to \$2,000.00 per year, per person. The orthodontic service coverage will be \$2,500.00.

C. The maximum for orthopedic services shall be One thousand five hundred (\$1,500.00) dollars.

D. The prescription drug co-pays shall increase to the following:

- Generic \$7.50
- Preferred Name Brand \$20.00
- Non-Preferred Name Brand \$30.00

E. The prescription drug co-pays for a 90-day supply utilizing the mail order prescription program shall increase to the following:

- Generic \$15.00
- Preferred Name Brand \$40.00
- Non-Preferred Name Brand \$60.00

F. 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.

G. The Employer agrees to provide optical insurance for employees and their dependents pursuant to the new Township vision plan.

H. 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.

I. 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.

J. Effective January 1, 2011, under the POS plan:

- The co-pay for a Regular Office Visit shall be \$10.00.
- The co-pay for a Specialist Office Visit shall be \$15.00.
- Employees shall contribute five percent (5%) toward the plan cost. Thereafter, the employee contribution shall not increase by more than 10% in any given calendar year. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents.

K. Effective January 1, 2011, under the Traditional/PPO plan:

- The family deductible shall be \$1,000 for all employees. The single deductible shall be \$500 for all employees. The employees' annual maximum out-of-pocket expense shall be \$2,500 per person, per year.
- 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. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents.

L. Effective January 1, 2011, both the POS Plan and Traditional/PPO Plan shall be amended as follows:

- Deductibles for out-of-network Surgi Centers shall be \$1,000, up to a maximum out-of-pocket cost of \$3,000.

- 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.

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

N. Hospitalization coverage shall be extended to all retirees who retire with twenty-five (25) or more years of service with the Township, at no cost to the employee. All retirees who have completed less than twenty-five (25) years of service but more than ten (10) years of service with the Township shall be eligible for participation in the group plan at the retiree's own cost. All other retirees shall be eligible for benefits under "COBRA" only.

O. The Township agrees to provide Zyban (annually with prescription) as specified in the Township Health Insurance Plan.

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

Q. Mammograms and pap smears will be covered by the Township Health Insurance Plan in accordance with American Cancer Society guidelines. The KVI Plan will cover mammography every year after age 40.

R. 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.

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

T. The Township agrees to provide coverage for one (1) hearing aid every two (2) years and examination up to a maximum of three hundred dollars (\$300.00) per employee.

U. The Township agrees to provide coverage for routine physical exams, lab 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's self-insured plan shall be improved to pay the cost of an annual Well Woman physical examination which shall include the cost of the Pap test and visit.

W. The Township's prescription plan shall cover the cost of birth control pills.

X. The Township agrees to explore establishing a Group long-term health care policy as a voluntary benefit at no cost to the Township.

Y. The Township will provide the employees with a booklet outlining their health care benefits, including the health care benefits options for retirees.

Z. Effective January 1, 2014, the Township's drug plan shall exclude the medications provided in Annex D. The Township agrees to distribute any update to the drug plan as soon as administratively possible. Within 60 days of the date of distribution, the Union may opt out of the Township's drug plan with due notice to the Township.

ARTICLE XXXII

MALPRACTICE INSURANCE

A. Employer agrees to maintain present malpractice insurance coverage for all covered employees.

ARTICLE XXXIII

MEDICAL EXAMINATION

A. Every employee covered by this Agreement shall have a physical every other year. It may be completed by a physician of the employee's choice and be reimbursed in the amount of Two Hundred and Fifty (\$250.00) Dollars.

B. Employees have the option to have the annual physical examination performed by the Township physician at no cost to them.

C. A Tyne test will be performed each year in accordance with the requirements set forth by the Department of Health.

D. Pneumonia, Flu and Hepatitis immunizations will be provided by the town at no cost to the employees if available. Hepatitis immunizations shall be administered to employees according to the risk level presented by their job for contact with blood borne pathogens.

E. The Township will pay for all vaccines that it requires its employees to get.

ARTICLE XXXIV

CLOTHING ALLOWANCE & LICENSE REIMBURSEMENT

A. All Public Health Nurses and clinic attendants covered by this Agreement will receive an annual clothing allowance of \$950 dollars to be paid once a year, in July or August, at the discretion of the Township.

B. Receipts for uniforms are to be submitted to the Director of Health on or before October 5th of each calendar year.

C. Upon completion of three-(3) months service, each employee will receive a new uniform coat or Seventy-Five (\$75.00) Dollar towards the purchase of same and boots plus Two Hundred and Eighty (\$280.00) Dollars.

D. The Township will reimburse all full time and part time Nurses and Social Workers for the cost of required licenses and State mandated finger printing cost.

ARTICLE XXXV

CARS

A. The Township of Woodbridge shall continue to provide cars to nurses as is the present policy. The Township of Woodbridge shall provide cars to social workers as needed. Vehicles provided by the Township shall be in safe and working order. The employees shall adhere to the vehicles' maintenance schedule.

B. The Township agrees to abide by all Internal Revenue Service Rules and Regulations concerning the permitted use of municipal vehicles for commutation to and from work for Woodbridge residents only.

C. The Township agrees to pay the current Internal Revenue Service mileage rate for all employee related travel when an employee is required to utilize his or her personal vehicle for Township business. If the Internal Revenue Service increases its mileage rate, the Township shall pay the new rate, retroactive to the effective date of the new rate.

D. The number of cars in the Multi-Service shall be increased to three (3).

E. Employees shall be paid for time worked when picking up or returning Township vehicles.

ARTICLE XXXVI
REPORTING DAYS OFF

When an employee calls in to report that she will not be available for that day, she must report only to her immediate supervisor, who will, in turn, notify all other persons concerned.

ARTICLE XXXVII

BULLETIN BOARD

A bulletin board 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.

ARTICLE XXXVIII

OUT OF TITLE WORK

A. Any employee working in an acting capacity in a job level higher than her own shall be paid the rate of the higher job for all the time spent for working in the higher job, subject to the following:

1. That said employee's job assignment to the higher job level must be in writing and approved by the Business Administrator.
2. That said assignment must be for at least one (1) full day.

ARTICLE XXXIX

SEVERABILITY

Should any portion of this Agreement or any application of this Agreement be held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XL

TUITION REIMBURSEMENT

A. Full-time regularly scheduled bargaining unit employees shall receive reimbursement for furthering their education by pursuing after hours studies in a school, college or a university or other recognized institution. Courses chosen by the employees must benefit both the employee and the Employer. Tuition reimbursement for a degree program or graduate level course must be preapproved by the Director of Health.

B. An employee shall receive \$150 dollars per credit refund upon completion of an approved course with a passing grade.

C. An employee may be reimbursed for a maximum of 12 credits per calendar year for a maximum reimbursement of \$1,800 per year.

Part-time regularly scheduled bargaining unit employees shall be eligible for tuition reimbursement, subject to all requirements of this Article at one-half (1/2) the rate provided full-time employees.

D. The Employer shall reimburse the bargaining unit employee for the credits as set forth in this Article within thirty (30) days of the presentment to it of the grade of the employee. Time may be extended with mutual consent.

E. Payment of reimbursement money shall be issued in a separate check and without any deduction for withholding taxes, Social Security taxes and the like. With mutual consent, nothing set forth herein shall affect the existing practice whereby employees, 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.

F. The employee must remain an active employee for a period of not less than one (1) year

upon completion of a course for which compensation was received or be liable for reimbursement to the Township for the entire cost.

G. The Township shall pay for required CEU courses subject to the prior approval of the Director or his designee. Requests for payment of a CEU course should be made directly to the Director with a copy to the employee's Supervisor. The employee shall be paid for lost wages for time spent performing required CEU courses that were approved by the Director or his designee.

ARTICLE XLI

CONTINUING EDUCATION

A. Paid time off and financial aid reimbursement shall be available for participation in education workshops, institutes, and/or meetings. An annual amount of \$400 for each registered professional and Public Health Nurse, Clinic Attendant, Social Worker and Alliance Coordinator shall be budgeted and allocated to the Director of Health, to be administered in an equitable manner with recommendations from the Practice Council for expenses in attending various education programs. Any disputes as to entitlement under this action shall be processed and resolved as in the Article concerning the Professional Practice Council.

B. Workshops and seminars and professional specialty association meetings required by the Employer shall be exclusive of the above Article and the total cost shall be borne by the Employer.

ARTICLE XLII

HEALTH AND WELFARE COMMITTEE

The Township shall create a special Health and Welfare Committee to be administered by a Committee of Two (2) Union members and the Business Administrator and Chief Financial Officer. The Committee will be funded by contributions of the Township of ten percent (10%) of the cost savings achieved as a result of a unit 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.

The cost savings idea must be original, must be implemented and must result in a net cost savings to the Township.

ARTICLE XLIII

EMBODIMENT OF AGREEMENT

A. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Agreement is hereby superseded.

B. During the term of this Agreement, neither party will be required to negotiate over any subject, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or sign this Agreement.

ARTICLE XLIV

DURATION


THIS AGREEMENT, SHALL BECOME EFFECTIVE ON JANUARY 1, 2014, AND SHALL TERMINATE AT MIDNIGHT ON DECEMBER 31, 2016

IN WITNESS WHEREOF, THE UNDERSIGN PARTIES DULY AUTHORIZED TO DO SO, HAVE EXECUTED THIS AGREEMENT THIS _____ DAY OF _____, 2014.

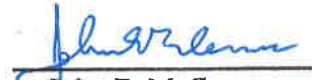
USW


USW-Local 1426 ~02

Woodbridge Township

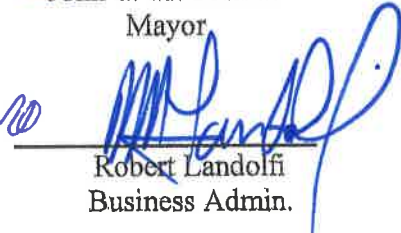

Leo Gerard
President



Elizabeth Rivera,
President

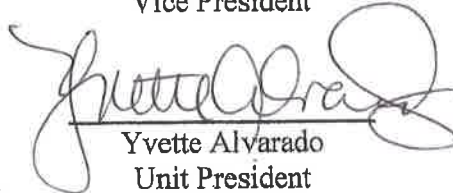

John E. McCormac
Mayor


Stan Johnson
Secretary-Treasurer

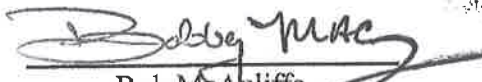

Michelle Mauro
Vice President

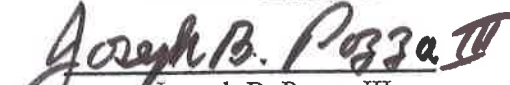

Robert Landolfi
Business Admin.


Tom Conway
Vice President Administration


Yvette Alvarado
Unit President


Fred Redmond
Vice President Human Affairs


Bob McAliffe
Director-District 10


Joseph B. Pozza III
Sub-Dist. Director


Liz Bettinger
Staff Representative

ANNEX "A" – NURSES

<u>Start</u>	<u>1 Year</u>	<u>Maximum</u>
	<u>July 1, 2014</u>	
\$45,484.86	\$51,170.34	\$58,005.36
	<u>July 1, 2015</u>	
\$46,280.85	\$52,065.82	\$59,020.45
	<u>July 1, 2016</u>	
\$46,975.06	\$52,846.81	\$59,905.76

ANNEX "B" – SOCIAL WORKERS

	<u>Start</u>	<u>1 Year</u>	<u>Maximum Two Year</u>
		<u>July 1, 2014</u>	
Schedule "A"	\$34,700.40	\$38,882.40	\$52,242.36
Bilingual "A"	\$36,434.40	\$40,617.42	\$53,977.38
Schedule "B"	\$39,604.56	\$45,586.86	\$57,649.38
Bilingual "B"	\$41,338.56	\$47,320.86	\$59,383.38
		<u>July 1, 2015</u>	
Schedule "A"	\$35,307.66	\$39,562.84	\$53,156.60
Bilingual "A"	\$37,072.00	\$41,328.22	\$54,921.98
Schedule "B"	\$40,297.64	\$46,384.63	\$58,658.24
Bilingual "B"	\$42,061.98	\$48,148.98	\$60,422.59
		<u>July 1, 2016</u>	
Schedule "A"	\$35,837.27	\$40,156.28	\$53,953.95
Bilingual "A"	\$37,628.08	\$41,948.15	\$55,745.81
Schedule "B"	\$40,902.10	\$47,080.40	\$59,538.12
Bilingual "B"	\$42,692.91	\$48,871.21	\$61,328.93

ANNEX "C" - LPN

<u>Start</u>	<u>One Year</u>	<u>Two Year</u>
	<u>July 1, 2014</u>	
\$34,113.90	\$38,377.50	\$43,504.02
	<u>July 1, 2015</u>	
\$34,710.89	\$39,049.11	\$44,265.34
	<u>July 1, 2016</u>	
\$35,231.56	\$39,634.84	\$44,929.32

ANNEX "D" – EXCLUDED MEDICATIONS

SEE ATTACHED

12438847v2 (99.321)

12438847v2 (99.321)

Drug Class	Excluded Medications	Covered Alternatives
ANTINEOPLASTIC/ IMMUNOSUPPRESSANT Biologics – Injectable Tumor Necrosis Factor Antagonists and Other Drugs for Inflammatory Conditions	Cimzia, Simponi, Stelara, Xeljanz	Enbrel, Humira
AUTONOMIC & CENTRAL NERVOUS SYSTEM Interferon Beta Medications for Multiple Sclerosis	Betaseron	Avonex, Extavia, Rebif
Long-Acting Opioid Oral Analgesics	Avinza, Exalgo, Kadian	morphine sulfate ER, oxycodone ER, Nucynta ER, Opana ER, Oxycontin
CARDIOVASCULAR Angiotensin II Receptor Antagonists + Diuretic Combinations	Edarbi/Edarbylor, Micardis/Micardis HCT, Teveten/Teveten HGT	candesartan/hydrochlorothiazide (HCTZ), Irbesartan/HCTZ, losartan/HCTZ, valsartan/HCTZ, Benicar/HCT
DIABETES Blood Glucose Meters & Strips	Abbott (FreeStyle, Precision), Bayer (Breeze, Contour), Nipro (TRUtrack, TRUtest), Roche (Accu-Chek)	LifeScan (OneTouch)
Dipeptidyl Peptidase-IV Inhibitors & Osmotics	Jentaduo, Kazano, Nesina, Tradjenta	Janumet, Janumet XR, Januvia, Kombiglyze, Onglyza
Incretin Mimetics (Glucagon-Like Peptide-1 Agonists)	Victoza	Bydureon, Byetta
Insulins	Novolin	Humulin
	Apidra, NovoLog	Humalog
EAR/NOSE Nasal Steroids	Bonacore AQ, Omnaris, Rhinocort Aqua, Veramyst, Zetonna	flunisolide, fluticasone propionate, triamcinolone acetonide, Nasonex, Qnasl
ENDOCRINE (OTHER) Androgen Drugs (Topical Testosterone Products)	Fortesta, Testim	AndroGel, Axiron
Growth Hormones	Nutropin/Nutropin AQ, Omnitrope, Salozen, Tev-Tropin	Genotropin, Humatrope, Norditropin

*These changes apply to most Express Scripts national drug lists; does not apply to Medicare plans.

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Continued

Drug Class	Excluded Medications	Covered Alternatives
IMMUNOLOGICAL Interferons	PegIntron	Pegasys
OBSTETRICAL & GYNECOLOGICAL Ovulatory Stimulants (Follicotropins)	Bravelle, Follistim AQ	Gonal-f
OPHTHALMIC Antiglaucoma Drugs (Ophthalmic Prostaglandins)	Zioptan	Iatanoprost, travoprost, Lumigan, Travatan Z
RESPIRATORY Epinephrine Auto-Injector Systems	Auvi-Q	EpiPen, EpiPen Jr
Pulmonary Anti-Inflammatory Inhalers	Alvesco, Flovent Diskus/HFA	Asmanex, Pulmicort Flexhaler, QVAR
Pulmonary Anti-Inflammatory/ Beta Agonist Combination Inhalers	Advair Diskus/HFA, Breo Ellipta	Dulera, Symbicort
Beta-2 Adrenergics (Short-Acting Inhalers)	Maxair Autohaler, Proventil HFA, Xopenex HFA	Proair HFA, Ventolin HFA
UROLOGICAL Erectile Dysfunction Oral Agents	Levitra, Staxyn	Cialis, Viagra

Excluded Medications/Products at a Glance

Abbott Meters & Strips
(Fraestyle, Precision)
Advair Diskus/HFA
Alvesco
Apidra
Auvi-Q
AviZa
Bayer Meters & Strips
(Breeze, Contour)
Beconase AQ
Betaseron
Bravelle
Breo Ellipta

Glimzia
Ederbi/Edarbyclor
Exalgo
Flovent Diskus/HFA
Follistim AQ
Fortesta
Jentadueto
Kadlen
Kazano
Levitra
Maxair Autohaler
Mioardis/Mioardis HCT
Nesina

Nipro Meters & Strips
(TRUEtrak, TRUEtest)
Novolin
NovoLog
Nutropin/Nutropin AQ
Omnaris
Omnitrope
PegIntron
Proventil HFA
Rhinocort Aqua
Roche Meters & Strips
(Accu-Chek)
Selzen

Simponi
Staxyn
Stalara
Testim
Taveten/Tavetan HCT
Tav-Tropin
Tradjenta
Veramynt
Victoza
Xeljanz
Xopenex HFA
Zetenna
Zioptan