

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered on this 19 day of December 2017, between the collective negotiations teams for the AFSCME, Local 3044, Clerical Division ("Union") and the Township of Woodbridge (the "Township") (collectively the "parties").

WHEREAS, the parties, having bargained in good faith, mutually agree to amend the terms of their current collective negotiations agreement which expired on June 30, 2017 (the "Agreement");

WHEREAS, the Township and Union have negotiated the terms of a new Collective Negotiations Agreement for the term July 1, 2017 through June 30, 2020;

WHEREAS, the parties hereto wish to set forth the negotiated terms of such new Collective Negotiations Agreement in this MOA for submission and approval of the Township Council and the Union membership, pending the execution of a new Collective Negotiations Agreement incorporating the terms contained herein;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties agree to the following amendments to the Collective Negotiations Agreement between the parties for incorporation into a new Collective Negotiations Agreement:

1. Revise Preamble and throughout contract to reflect applicable dates as it pertains to the term of this Agreement. Revise Article Numbers from Roman to Arabic numerals.
2. Revise Article II (Recognition) as follows:
 - a. Amend Section A to also exclude the following:
 - i. Public Safety Telecommunicators
 - ii. Senior Public Safety Telecommunicators
 - iii. Public Safety Telecommunicator Trainees
 - b. Revise Appendix A to exclude the following titles:
 - i. Building Permit Clerk (Stenography)
 - ii. Microfilm Machine Operator
 - iii. Operator, Word Processing Equipment
 - iv. Principal Engineer Clerk
 - v. Public Safety Telecommunicator
 - vi. Senior Fire Protection Inspector
 - vii. Senior Operator, Word Processing Equipment
 - viii. Senior Public Safety Telecommunicator
 - ix. Senior Welfare Interviewer (typing)
 - x. Supervising Building Service Worker

- xi. Welfare Interviewer (typing)
- c. Revise Appendix A to include a cross-reference to the applicable Civil Service title, where the name of the title used by the Township is not explicitly recognized by Civil Service

3. Revise Article XI (Leave of Absence) as follows:

- a. Section B: Replace the first two sentences of the paragraph with the following language: "For an extended non-occupational illness or injury where an employee is not protected by State and/or Federal family leave laws, an employee may provide a note from a physician in connection with a request for unpaid leave, which may be granted by the Township depending on the nature of the circumstances, consistent with past practice and with Township policy and applicable law. The employer may require an employee to use their accumulated sick, vacation, and personal days concurrently with any leave time granted pursuant to this Article."

4. Revise Article XIII (Death in the Family) as follows:

- a. Section A: Delete the following from the first sentence: "except that Public Safety Telecommunicators shall have only four (4) such days."
- b. Section B: Replace with the following: "In the event of the death of an employee's step-relation, not specifically mentioned in Paragraph A above, but of the same degree as the family members designated in Paragraph A, or in the event of the death of an employee's aunt or uncle, the employee shall be granted one working day's absence with pay. The employer reserves the right to request documentation concerning the relationship."

5. Revise Article XVII (Hours of Work) as follows:

- a. Section A:
 - i. Add phrase at end of 1st sentence as follows: "and except as otherwise provided in this Article or by practice and/or agreement of the parties."
 - ii. Add new paragraph as follows: "Employees who work the regular work day may, for a proven hardship, request a different set schedule consisting of the same number of hours of work as the regular work day, by completing a Flex Time Request Form (and if for medical reasons, also completing a request for family leave). The employee shall submit the flex time request to their department head and the Union, and the Department Head shall, within five days of receipt, make a recommendation to the Personnel Director as to whether the request should be granted or denied based on proven hardship and operational needs. The

Personnel Director shall, within five days of receipt, make a recommendation to the Business Administrator based on the same criteria. The Business Administrator shall, within ten days of receipt, make a decision as to whether to grant or deny the request based on the same criteria. If any of the time periods elapse without a recommendation, it shall proceed to the next step of the process. If the time period for a decision by the Business Administrator elapses without a decision, it shall be treated as a denial. A denial by the Business Administrator may be taken directly to arbitration pursuant to the terms and timeframes of Step 4 of the parties' grievance procedure. Any change to a flex schedule will expire after 12 months, and the employee will return to their regular schedule, unless they submit a new request which will be evaluated as described above.

- b. Section G: Change meal allowance to \$16.
- c. Section I: Add sentence with the following language: "When summer hours are in effect from Memorial Day to Labor Day, for weeks in which there is no Sunday work, employees who report for work on Saturday, and work the entire shift, shall receive a Saturday bonus payment of \$100 per Saturday shift worked, not to be included in the employee's base salary."

6. Revise Article XVIII (Salaries) and Appendix B and C to reflect the following:

- a. For employees whose salaries are between \$0 and \$32,000 as of 7/1/17:
 - i. Effective and retroactive to July 1, 2017, employees shall receive a base salary increase of \$1,200.
 - ii. Effective July 1, 2018, employees shall receive a base salary increase of \$1,000.
 - iii. Effective July 1, 2019, employees shall receive an across the board wage increase of two percent (2%).
- b. For employees whose salaries are between \$32,001 and \$45,000 as of 7/1/17:
 - i. Effective and retroactive to July 1, 2017, employees shall receive a base salary increase of \$1,000.
 - ii. Effective July 1, 2018, employees shall receive a base salary increase of \$1,000.
 - iii. Effective July 1, 2019, employees shall receive an across the board wage increase of two percent (2%).
- c. For employees whose salaries are over \$45,000 as of 7/1/17:
 - i. Effective and retroactive to July 1, 2017, employees shall receive an across the board increase of two percent (2%).
 - ii. Effective July 1, 2018, employees shall receive an across the board increase of two percent (2%).
 - iii. Effective July 1, 2019, employees shall receive an across the board wage increase of two percent (2%).

7. Revise Article XIX (Longevity Plan) as follows:
 - a. Add the following language: “Employees are not entitled to longevity payments. Notwithstanding same, employees whose salaries had been previously adjusted by having their longevity rolled into their base pay are entitled to have such adjusted amounts follow them in the event they are promoted to other titles in the department.”
8. Revise Article XX (Job Descriptions) as follows:
 - a. Replace section with the following language: “Employees’ job descriptions shall be as set forth in the applicable Civil Service titles.”
9. Revise Article XXIII (Family Leave) as follows:
 - a. Section A: Replace first sentence with the following language: “An employee who requests a leave of absence pursuant to State and Federal family leave laws may be granted up to six (6) months of leave without pay, depending on the nature of the circumstances, consistent with past practice and with Township policy and State and Federal law. The employer may require an employee to use their accumulated sick days concurrently with any leave time granted pursuant to this Article. Employees may use upon their request their accumulated vacation and personal days concurrently with any leave time granted pursuant to this article.”
10. Revise Article XXVI (General Provisions) as follows:
 - a. Replace Section A with the following language: “A bulletin board will be made available by the Employer at each of the work locations for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. The Employer has the right to request that the Union remove material from the bulletin boards which is profane, obscene, defamatory of the Employer or its representatives, or which is otherwise in violation of this contract or other Township policies and procedures.”
11. Revise Article XXXII (Health Benefits) as follows:
 - a. Section B: Replace the 1st sentence with the following language: “For purposes of this Article, dependent shall be defined in accordance with law and past practice.”
 - b. Section E: Add sentence with the following language: “Further benefit details are available in the benefit grid, which reflects the current benefits.”
 - c. Section F: Delete section.

- d. Section G: Add sentence with the following language: “Out of network deductible and coinsurance and other details are available in the benefit grid, which reflects the current benefits.”
- e. Section H: Delete section.
- f. Section K: Replace the 1st sentence of the 2nd paragraph with the following language: “Effective January 1, 2017, the Township’s prescription drug plan shall exclude the medications set forth in Appendix E to this Agreement.” List of excluded medications is attached hereto as Appendix A.
- g. Section L: Replace 1st sentence with the following language: “Retirees who retire with 25 or more years of service are eligible for medical and hospital benefits in retirement, with contribution rates based on c.78 rates applied to the pension benefit. Notwithstanding the above sentence, employees who had 20 years of service with the Township on June 28, 2011, and who retire with 25 or more years of service, shall continue to be eligible for medical and hospital benefits in retirement, at no cost to the employee.”
- h. Section N: Add sentence with the following language: “The Dental Maintenance Organization offers discounted fees for dental services with in-network providers.”
- i. Section O: Replace section with the following language: “The Township agrees to provide reimbursement of up to a maximum of three thousand dollars (\$3,000.00) every two years for hearing aids and annual hearing aid examination up to a maximum of three hundred dollars (\$300.00) per employee.”
- j. Mandatory Generic Program:
 - i. Add new section with the following language: “If a Brand medication is prescribed for a maintenance drug, and a Generic equivalent exists for that Brand medication, the Generic equivalent must be accepted by the insured individual in order to be covered by the plan. If the insured individual’s physician believes there are special circumstances under which the insured must take the brand medication as prescribed, the insured’s physician may request a coverage review and appeal. During the pendency of the appeal, the employee may pay the appropriate copay for the Brand medication.”
 - ii. Add Appendix to the contract to memorialize the denial criteria, which shall be as follows: “By way of medical necessity the treating physician will need to provide detail confirming that the suggested replacement drug(s) has been used previously with this patient (or other patients with a similar profile in his or her care) and has not rendered acceptable results. The patient can expedite the appeal decision process by submitting a copy of a medical necessity letter from the physician with the appeal form.”
- k. Walgreens Smart 90 Plan:

- i. Add new section with the following language: "Maintenance drug prescriptions must be filled at a Walgreens retail pharmacy (or such other pharmacies as the Township may subsequently identify) or through mail order to be covered by the plan. Non-maintenance drug prescriptions may be filled at any participating pharmacy as always."
 - ii. While it will not be listed in the contract, the parties note that the following additional pharmacies have currently agreed to participate, subject to change: Avenel Pharmacy, RX Pharmacy in Fords, and Medicine Shoppe.
- l. Health Care Contributions: Add new section with the following language: "Employees and retirees shall make contributions to health care plans in accordance with the percentage of premium that was required under full implementation under P.L. 2011, c.78."
 - m. Plan Costs: Add new section with the following language: "Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents."

12. Revise Article XXXIII (Uniforms) as follows:

- a. Section E: Replace first two sentences with the following: "In lieu of uniforms, the Township will reimburse all maintenance employees up to a maximum of \$180.00 each year for work shoes, and up to a maximum of \$200.00 each year for work pants."
- b. Section F: Replace section with the following language: "The Township agrees to provide all field inspectors with 3 collared shirts annually. The Township further agrees to provide raingear, jacket(s), and \$120 for shoes during the life of the Contract. Field Inspectors have the option to choose between receiving either 1 winter jacket or 2 lightweight jackets during the life of the Contract."

13. Revise Article XXXIV (Public Safety Telecommunicators) as follows:

- a. Delete article and leave it blank.
- b. Delete Appendix D and other references to Public Safety Telecommunicators in Appendix B and C, and elsewhere in the contract.

14. Add New Article (Drug and Alcohol Policy) with the following language:

- a. "Employees shall be subject to the Township's Alcohol and Drug Free Workplace Policy."
- b. Although not included in the contract, the Alcohol and Drug Free Workplace Policy is attached hereto as Appendix B.
- c. The Alcohol and Drug Free Workplace Policy will be revised to incorporate the following changes:

- i. Page 3: Change “safety sensitive functions” to “his/her job functions”.
- ii. Page 3: If employee is found to be fit for duty, the employee will have his/her time credited back.
- iii. Follow-up Testing: Change to up to 36 months.
- iv. Reasonable Suspicion: Upon a decision to initiate a test, the Union will be notified, which notification shall not interfere with the testing process in any way.
- v. Fitness for Duty: Employee will be paid until the date of the fitness for duty exam; if the employee reschedules, then the time will be unpaid, and the employee can use accrued time.
- vi. 2nd Random Drug Test: Change to 7-year lookback period.

15. Revise Article XXXVII (Duration) as follows:

- a. The term of the Agreement shall be from July 1, 2017 to June 30, 2020. Dates in the expired Agreement shall be changed as necessary.

16. The Township will provide copies of the Agreement at no cost to the Union.

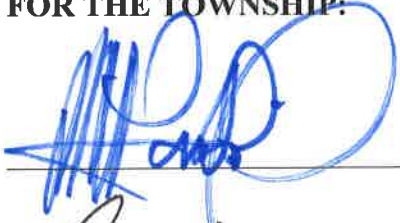
17. All other proposals submitted on behalf of either party, unless specifically included in the MOA, are hereby withdrawn.


18. Unless specifically addressed in this MOA, the terms of the parties’ current collective negotiations agreement which expire on June 30, 2017 shall remain in full force and effect.

19. There is no agreement unless ratified by the Union membership and the Woodbridge Township Council. Both the Union’s and the Township’s negotiation teams agree to recommend ratification of this MOA to their respective membership.

20. Upon ratification and approval of this MOA by the Union membership and the Woodbridge Township Council, the terms of this MOA shall be incorporated into a new Collective Negotiations Agreement which will be prepared by the Township.


FOR THE TOWNSHIP:






Dated: 12/19, 2017

FOR AFSCME LOCAL 3044
(CLERICAL):



Pres


V-Pres

Dated: 12/19, 2017

APPENDIX A

APPENDIX B