

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

TEAMSTERS LOCAL NO. 469. DIVISION OF SANITATION AND EQUIPMENT  
REPAIR SUPERVISORS.

(DIVISION OF SANITATION AND EQUIPMENT REPAIR SUPERVISORS)

July 1, 2017 to June 30, 2020

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## ARTICLE II

### UNION SECURITY

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 the Treasurer of the Union 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 be irrevocable during the term of this Agreement, or as may otherwise be provided in applicable statutes.

The parties understand that the Supreme Court decision in Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31, 138 S. Ct. 2448 (2018) prohibits the deduction of a representation fee without an employee's express, written consent. If an employee consents in writing, such fees will be calculated in accordance with N.J.S.A. § 34:13A-5.5. The Union 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 such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

1. 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 or within ten (10) working days of the time the employee should reasonably have known of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2: If the grievance still remains unadjusted, it shall be presented by the Union Steward or Union representative to the Head of the Division of Sanitation, in writing, within seven (7) days after the response of the employee's Immediate Supervisor is due. The Division Head shall respond in writing to the Union Steward or Union representative within ten (10) working days.

Step 3: The Stewards and Union will discuss the grievance with the Director of the Department of Public Works. The parties shall meet within seven (7) days of the receipt by the Director of the written grievance, and shall promptly convene to consider the grievance. The Director may hold hearings, and gather any information necessary for a decision.

Notwithstanding any other provision of this step, a decision must be announced within seven (7) days of the time the hearing closes. The Director's failure to render a decision within the time prescribed shall constitute a denial of the grievance at this Step. If the grievance is not

resolved by the Director, then the Union may forward the matter to the next step in the procedure.

Step 4: If the grievance is still unsettled, it shall be presented by the Union Steward, Union representative, or Grievance Committee to the Business Administrator within seven (7) working days after the response of the Director is due. The Business Administrator shall respond in writing to the Union Steward, representative or Grievance Committee within ten (10) working days.

Step 5: If the grievance is not resolved by the Business Administrator, then the Union may submit the matter to arbitration before an arbitrator appointed by and in accordance with PERC practices and procedures for arbitration.

2. The Union shall have the right to take up a suspension or discharge at the third step.

3. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the Union. If the parties fail to agree upon an Arbitrator, the New Jersey Public Employment Relations Commission ("PERC") shall be requested by either or both parties to provide a panel of Arbitrators. The Arbitrator will be selected according to the rules and regulations of PERC.

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.

4. The Union will notify the Employer in writing of the name of the employee who is designated by the Union to represent employees under the Grievance Procedure. The Employee so designated by the Union will be permitted to confer with other Union representatives, employees, and with Employer representatives regarding matters of employee representation during working hours without loss of pay.

5. Representatives of the Union, who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

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

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

In the case of a suspension of five (5) working days or less, the employee may grieve the action through the Grievance Procedure as set forth herein. However, for a lesser disciplinary action which does not involve a suspension or greater discipline, employees may grieve the issue, but cannot take the matter to arbitration.

The Union may elect to appeal the matter to arbitration provided that such an appeal is

joined in by the employee in writing. Matters for which an appeal mechanism is prescribed by law to the Civil Service Commission shall not be submitted to arbitration.

The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

7. Employees shall continue to observe all assignments and rules and regulations during the pendency of the grievance and until it is fully determined, except where an imminent danger to safety and health exists.

8. Any Supervisor discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge.

## ARTICLE IV

### NON-DISCRIMINATION

1. The Employer agrees that there shall be no discrimination or favoritism for reasons of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, genetic information, sex, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, refusal to submit to a genetic test or make available the results of a genetic test or handicap or perceived handicap, political affiliation, Union membership or lack of Union membership or participation in or lack of participation in legal Union activities.

2. No Union official or member shall in any way force, intimidate, either through overt acts or by subtle harassment, any non-union member to join or participate in Union activities or meetings.



**ARTICLE V**

**RIGHTS OF MANAGEMENT**

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.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established, as same as provided for by Statute.

## ARTICLE VI

### SENIORITY

1. Overall seniority is defined as an employee's length of service with the Employer, beginning with his original date of hire. Sanitation Division seniority shall mean the length of continuous service with the Division of Sanitation.

2. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first names first preference, etc. For the employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

4. The agreed to seniority list shall be brought up to date on July 1st and January 1st of each year and posted on bulletin boards; such lists shall contain dates of hire and division. A copy of the seniority list shall be sent by mail to the President of the Union.

5. The Employer shall promptly advise the appropriate Union representative of any changes that necessitate amendments to the seniority list.

**ARTICLE VII**

**POSTING**

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

**ARTICLE VIII**

**HOLIDAYS**

1. The employee will receive thirteen (13) official holidays per year as presently authorized by the municipal council.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Election Day (General)	Washington's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
July 4 <sup>th</sup>	

In addition to the above listed legal holidays, each employee hired prior to January 1, 1999 shall be given his birthday as a holiday. Employees hired on or after January 1, 1999 are not eligible for the employee birthday holiday.

Birthday holiday for employees hired prior to January 1, 1999 may be taken anytime within that month provided the day off is requested seventy-two (72) hours in advance and is approved by the supervisor.

2. To be eligible for holiday pay, an employee must work the day before and the day after the holiday unless said employee is on excused absence by the Head of the Division of Sanitation.

3. If employees are required to work on garbage collection on a holiday due to unusual conditions, employees will receive double time pay for the day worked, plus one day's

pay for the holiday.

4. Should any other day not listed herein be declared as a national or State holiday either by the Executive Order of the President of the United States or the Governor of the State of New Jersey declaring same pursuant to N.J.S.A. 36:1-1, any such holidays will be considered the same as all other holidays set forth in this Agreement.

**ARTICLE IX**

**VACATIONS**

1. The time for taking vacations shall be scheduled by the Head of the Division of Sanitation. Individual vacation assignments shall then be distributed in conformance with the schedule on a seniority basis; however, variations will be permitted upon mutual consent of the employee and Superintendent. A seniority list shall be posted in a conspicuous place and preferences for vacations shall be submitted not later than March 1st. Management retains the right to approve or disapprove vacation requests due to staffing requirements. Failure to submit the request shall result in loss of seniority rights in regard to vacation request.

2. 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
20-24 years of service	28 days vacation with pay
25 years of services and over	30 days vacation with pay

Employee's paycheck for his earned vacation shall be given to the employee prior to start of his vacation provided that a request in writing for said paycheck is made at least two (2) weeks prior to this vacation date.

Vacation time must be used in the year earned except that vacation time may be carried over into the following year due to business necessity. The time carried over must be used the following year or it will be lost.

3. Vacation leave will be charged on the basis of a five (5) day work week. Vacation leave must be taken in minimum periods of five (5) consecutive work days. Any lesser number of days must be with permission of the Division Head.

4. A day lost due to illness will be charged as one (1) day against the employee's sick leave.

5. In addition to the above vacation days, all employees shall be entitled to three (3) personal days per year to be used one day at a time or in conjunction with scheduled vacations. These days may be used for family emergencies subject to the prior approval of the Director of Public Works or his or her designee. Personal days must be used in the year earned and cannot be converted into vacation days. Notwithstanding the above, if the employee requests the use of the personal days prior to November 1, of the year earned, and the use of the requested days is denied by the employer, the employee may carry the days over into the following year as personal days and the days must be used in that year.

## ARTICLE X

### LEAVES OF ABSENCE

1. 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. The word "family" is herein defined so as to include and be restricted to the employee's wife, children, brothers, sisters, stepchildren, stepbrother, stepsister, stepmother, stepfather and mother or father or other relative living in the immediate household. A doctor's certificate may be required where such requirement seems reasonable. Abuse of sick leave is grounds for discipline.

2. Funeral Leave. 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. Said absence shall not be accumulative and must be used in conjunction with the death in the family. The employee's wife, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law, father-in-law, stepchildren, stepbrother, stepsister, stepmother, and stepfather shall constitute 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. In the event of a death of an employee's aunt or uncle, the employee shall be granted one (1) working days absence with pay.

3. At the time of death or retirement, an employee hired prior to January 1, 1999 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 Dollars (\$15,000). For employees hired on or after January 1, 1999, the maximum sick leave payment is Seven Thousand Five Hundred Dollars (\$7,500). All vacation time must be used prior to retirement in order to be able to receive sick leave payment except when approved by the Business Administrator upon recommendation of the Department Head for reasons of Township business.

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

5. The Township has developed, in accordance with its managerial prerogative, a Sick Leave Abuse Policy. All Employees employed in the Department of Public Works hereby acknowledge that as of the effective date of this Agreement, they have received the Sick Leave Abuse Policy. Any changes made to the Sick Leave Abuse Policy after the effective date of this Agreement shall be distributed to all employees covered under this agreement in person. All new hires and employees transferred into the Division of Public Works after the effective date of this Agreement shall be provided with a copy of the Sick Leave Abuse Policy. In the event that an employee is suspected of abuse of this policy, said employee shall be subject to the following disciplinary schedule:

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

6. Any employee who has more than eighty (80) sick days banked and who uses zero (0)

sick days in a calendar year shall receive two (2) additional personal days to use in the immediately subsequent calendar year. Such personal days must be used in accordance with the provisions of Article IX, Section 5 and may not be carried over from year to year and shall not be paid out if unused at the end of the year.

## ARTICLE XI

### PICKUP SYSTEM AND SNOW REMOVAL

Sanitation crews are on a finish and go home system. (When a crew finishes its own route and truck is dumped they are allowed to go home regardless of the time.) At least one supervisor will remain on duty until all employees' regular routes are completed.

If another crew is in trouble due to breakdowns, another truck may be sent to help them, which would constitute overtime for helper truck if its own route is completed.

Employees will work five (5) eight (8) hour days Monday through Friday before receiving overtime to complete their own route. Starting time for employees is set by the Director of Public Works or his designee.

Any change in the work schedule is subject to the discretion of the Director of Public Works.

The Township will notify employees in Equipment Repair of a change in shift four (4) working days in advance except in an emergency.

Employees in the Sanitation Department who work on snow removal shall be paid at the same rate and shall receive the same benefits as employees in the Road Department. When operating during snow events where both garbage pick-up and snow removal is necessary, Supervisors shall be paid the regular rate of pay until such time as every assigned route vehicle has completed their assigned route and Supervisors are asked to remain for snow control duty, at which time, the Supervisors shall be paid the double time rate for such snow duties.

When working snow removal and work continues into the normal shift, the double time rate shall continue in effect. This shall apply to equipment repair and sanitation.

When overtime is required due to snow plowing this overtime shall be paid in a separate pay check.

Sanitation Supervisors shall be called in for snow removal whenever Road Department Supervisors are called in for snow removal services.

## ARTICLE XII

### INSURANCE

A. No medical, health or dental rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement, except as outlined below.

B. For the purpose of this Article, dependent shall be defined according to the handbook as well as federal and state guidelines for eligibility. The family deductible shall be met when any combination of insureds (employee or dependent) meet the deductible.

C. The Township will continue to offer the Traditional/PPO and POS health benefit plans. The Traditional/PPO health benefit plan will not be available to employees hired on or after January 1, 2009.

D. Under the Traditional/PPO Plan, the family deductible shall be \$1,000.00 for all employees. The single deductible shall be \$500.00 for all employees. The employees' annual maximum out-of-pocket expense shall be \$2,500.00 per person, per year. Further benefit details are available in the benefit grid.

E. Under the POS Plan, the co-pay for a Regular Office visit shall be \$5.00 and the co-pay for a Specialist Office visit shall be \$10.00. Out of network deductible and coinsurance and other details are available in the benefit grid.

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

G. The Township agrees to provide a \$0.00 co-pay prescription plan for generic

drugs, a \$17.50 co-pay prescription plan for brand name drugs, and a \$25.00 co-pay for non-preferred name brand drugs for the employee and his dependents. For any mail order prescription, each employee shall pay \$0.00 for generic drugs, \$26.00 for preferred name brand drugs, and \$37.50 for non-preferred name brand drugs. If there is a single source brand drug for which there is no chemical or therapeutic equivalent, the source brand drug shall be provided at the preferred drug co-pay rate, even if the drug falls under the non-preferred status.

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

I. Retirees who retire with 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. Effective January 1, 1991, a minimum of ten (10) years of service with the Township is required for retiree eligibility to participate in the group plan at the retiree's own cost.

J. Effective January 1, 2014, there shall be no lifetime maximum medical benefit for major medical under the POS Plan and the Traditional/PPO plan for retirees. The

Township agrees to provide retirees Prescription Plan Drugs card coverage in which the covered person will pay 20% of the cost of covered/eligible prescribed drugs and the Township will pay 80%. Retirees' annual maximum prescription out-of-pocket is to be capped at \$1,200.00. Once the \$1,200.00 maximum prescription out-of-pocket is reached, the retiree may submit the co-pays to the Township for reimbursement.

K. The 80<sup>th</sup> 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.

L. The Traditional Dental Program coverage will be \$2,000.00 per year, per person. The orthodontic service coverage will increase to \$3,000.00, effective January 1, 2012. Effective July 1, 2014, the Traditional Dental Program shall cover dental implants up to \$500 per year with a 50% co-pay. The Dental Maintenance Organization offers discounted fees for dental services with in-network providers.

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

N. The Township agrees to provide optical insurance for the employee and his dependents pursuant to the Township's vision plan. Effective January 1, 2012, the eyeglass benefit shall be increased to \$200.00 and the eye contact lenses benefit shall be increased to \$235.00. Effective July 1, 2014, the Township agrees to increase coverage of lasik surgery by 5% of the current amount of such coverage, such that the average discount shall be 15.75% of usual and customary charges.

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

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

Q. The Employer reserves the right to terminate the existing health insurance plan and provide the employees with an equal plan with no reduction in benefits.

R. **Mandatory Generic Program:** If a Brand medication is prescribed for a maintenance drug, and a Generic equivalent exists for that Brand medication, the Generic equivalent must be accepted by the insured individual in order to be covered by the plan. If the insured individual's physician believes there are special circumstances under which the insured must take the brand medication as prescribed, the insured's physician may request a coverage review and appeal. During the pendency of the appeal, the employee may pay the appropriate copay for the Brand medication.

S. **Walgreens Smart 90 Plan:** Maintenance drug prescriptions must be filled at a Walgreens retail pharmacy (or such other pharmacies as the Township may subsequently identify) or through mail order to be covered by the plan. Non-maintenance drug prescriptions may be filled at any participating pharmacy as always.

T. **Health Care Contributions:** Employees and retirees shall make contributions to health care plans in accordance with the percentage of premium that was required under full implementation under P.L. 2011, c. 78.

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



### ARTICLE XIII

#### HEALTH AND SAFETY/HEALTH AND WELFARE COMMITTEE

A. The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health, as mutually agreed upon.

B. The Employer and the Union shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted reasonable opportunity to visit throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

C. The Township shall create a special Health and Welfare Committee to be administered by a Committee of two (2) Union members and the Business Administrator and Chief Financial Officer. The Committee will be funded by contributions of the Township of ten percent (10%) of the cost savings achieved as a result of a unit members' eligible cost savings idea, as set forth below. The contributions will be used to provide benefits or assistance to unit members not covered by Township provided benefits, which 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 XIV**

**UNIFORMS AND FOUL WEATHER GEAR**

1. A. Sanitation Supervisors.

All uniforms, equipment, and cleaning will be provided by the employee. In lieu of providing same, the Township shall pay the following amount each calendar year in the manner provided below:

2017	\$1,400
2018	\$1,600
2019	\$1,800

The clothing allowance shall be paid twice each calendar year in separate checks, with one half of the clothing allowance being paid no later than the second pay period in July and the second half of the clothing allowance being paid no later than the second pay period in December. No deductions will be made from the clothing allowance, and bargaining unit members agree that they bear sole responsibility for all tax liabilities related to the clothing allowance. Sick Leave, Family Leave, Vacation, Workers Compensation, and Personal Days shall not be calculated in the amount of days used to prorate the clothing allowance.

B. Supervising Mechanics.

All uniforms will be provided by the employee. In lieu of providing same, the Township shall pay the following amount each calendar year in the manner provided below:

2017	\$1,400
2018	\$1,600
2019	\$1,800

The clothing allowance shall be paid twice each calendar year in separate

checks, with one half of the clothing allowance being paid no later than the second pay period in July and the second half of the clothing allowance being paid no later than the second pay period in December. No deductions will be made from the clothing allowance, and bargaining unit members agree that they bear sole responsibility for all tax liabilities related to the clothing allowance. Sick Leave, Family Leave, Vacation, Workers Compensation, and Personal Days shall not be calculated in the amount of days used to prorate the clothing allowance.

C. Should the Township decide to change the work uniform it will provide an initial allotment of the uniforms to each employee affected by the change.

2. The Employer agrees to provide the Division of Sanitation employees with foul weather gear. Loss of foul weather gear will result in replacement and in pay deductions sufficient to cover the loss from the employee responsible.

3. Individual half lockers will be provided to all of the Sanitation employees and a partition for the locker room will be provided.

## ARTICLE XV

### DISTRIBUTION OF OVERTIME

1. Overtime shall be divided and rotated as equally as possible within the unit according to seniority and among those qualified employees who regularly perform such work.

2. Any employee in Equipment Repair who is required to work during periods other than his regularly scheduled shift shall be guaranteed a minimum of two (2) hours work at the rate of time and one-half the hourly rate provided such work is non-consecutive to his regular shift. Any employee in Equipment Repair who is required to begin work prior to the normal scheduled starting time for his shift, shall be paid time and one-half his hourly rate for all time worked prior to his normal shift provided he works his full shift thereafter.

3. Meal ticket to be issued after twelve (12) hours of work for both equipment repair and sanitation. The meal allowance will be fourteen dollars (\$14) for one ticket.

4. The Township agrees that they will provide separate checks for snow removal duties, payable on the off-pay week. Teamsters Local 469 recognizes that such pay may not be issued on the off-pay week immediately following the duties performed.

**ARTICLE XVI**

**PAY SCALES**

A. Effective and retroactive to July 1, 2017, the salary for Sanitation Supervisor/Supervising Mechanic is \$37.78. Effective and retroactive to July 1, 2017, all titles in this bargaining unit shall receive an across the board wage increase of two percent (2%).

B. Effective July 1, 2018, all titles in this bargaining unit shall receive an across the board wage increase of two percent (2%).

C. Effective July 1, 2019, all titles in this bargaining unit shall receive an across the board wage increase of two percent (2%).

D. The wage rates for unit members are set forth in Appendix A attached hereto.

## ARTICLE XVII

### GENERAL PROVISIONS

1. 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 materials from the bulletin boards which is profane, obscene, defamatory of the Employer or its representative, or which is otherwise in violation of this contract.

2. Nothing herein shall be construed to deny to any individual employee his rights under Civil Service laws or regulations.

3. 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.

4. It is agreed that representatives of 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, matters which are not necessarily a grievance as such.

5. This Agreement shall not prevent the employees of the Division of Sanitation from receiving any general fringe benefits awarded the employees of the Township of Woodbridge by legislative action of the Municipal Council during the period of this Agreement.

6. Sanitation. Employees who call in sick must do so thirty (30) minutes before the beginning of their scheduled work shift. Starting time for all Sanitation employees is 5:00 a.m. All call-ins shall be by 4:45 a.m. Any employee calling in must speak with a foreman or leave

a message on the foreman's answering machine.

7. The terms of this agreement shall apply only to those employees on the payroll as of January 1, 1997, as well as to those who resigned in good standing, retired or were on medical leave of absence between January 1, 1996 and January 1, 1997. Persons who were terminated for cause or who resigned not in good standing between January 1, 1996 and January 1, 1997 shall not be entitled to benefits hereunder.

8. The Township agrees to reimburse supervisors for the cost of the Commercial Driver's License ("C.D.L.") once every four (4) years. All supervisors are required to have and maintain a C.D.L.

9. The Township agrees that an employee's balance of sick, vacation and personal days will be posted monthly.

**ARTICLE XVIII**

**NO STRIKE PROVISION**

1. The Union agrees that it will not call or support any work stoppage or strike during the life of this Agreement.

2. The Employer agrees that there shall be no lockout of employees during the life of this Agreement.



**ARTICLE XIX**

**TERMINATION OF DIVISION OF SANITATION**

If for any reason either the Division of Sanitation or Equipment Repair Department are abolished or discontinued as a service to the Township of Woodbridge, for the purpose of contracting privately for all or part of said services, those employees in any of these departments who will be discharged without cause, other than the abolishment of said division, and having completed five (5) years of satisfactory employment in said division, shall receive severance compensation at the rate of One Thousand One Hundred Dollars (\$1,200.00) for each year of continued service and major part of the year thereof.

**ARTICLE XX**

**TEMPORARY DISABILITY BENEFITS**

The Township agrees to provide temporary disability benefits equal to the State Disability Plan, at no cost to the employee.

**ARTICLE XXI**

**LAYOFF AND RECALL**

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

**ARTICLE XXII**

**HEALTH AND SUBSTANCE ABUSE PROGRAM**

The Township and the Union recognize the existence of drug and alcohol-related problems in our society. In order to combat these problems locally, the parties agree to establish a mandatory health and substance abuse education program. This program will include educational components; counseling and, where appropriate, rehabilitation. Further, the parties agree to work together to resolve identified problems in this area.

## ARTICLE XXIII

### DRIVE CONTRIBUTIONS

Effective January 1, 1997, the Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The Employer shall transmit the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

## ARTICLE XXIV

### FAMILY AND MEDICAL LEAVE

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

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

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

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

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

**ARTICLE XXVI**

**TERMINATION**

Unless otherwise stated herein, this Agreement shall be effective as of the 1st day of July, 2017, and shall remain in full force and effect until the 30th day of June, 2020. 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.







The excluded medications shown below are not covered on the Express Scripts drug list. In most cases, if you fill a prescription for one of these drugs, you will pay the full retail price.

Take action to avoid paying full price. If you're currently using one of the excluded medications, please ask your doctor to consider writing you a new prescription for one of the following preferred alternatives. Additional covered alternatives may be available. Costs for covered alternatives may vary. Not all the drugs listed are covered by all prescription plans; check your benefit materials for the specific drugs covered and the copayments for your plan. For specific questions about your coverage, please call the number on your member ID card.

Express Scripts manages your prescription plan for your employer, plan sponsor, health plan or benefit fund. These excluded medications do not apply to Medicare plans.

Drug Class	Excluded Medications	Preferred Alternatives
<b>AUTONOMIC &amp; CENTRAL NERVOUS SYSTEM</b> Anti-Migraine Therapy	Sumavel Dosepro	sumatriptan injection
Duchenne Muscular Dystrophy (DMD) Agents	Emflaza Exondys 51	prednisone solution, prednisone tablets No alternatives recommended
Long-Acting Opioid Oral Analgesics	Opana ER, Oxycodone ER	hydromorphone ER, morphine sulfate ER, oxycodone ER, Hysingla ER, Nucynta ER, Oxycontin
Narcotic Analgesics	Bupranorphine Patches, Butrans	fentanyl patches, hydromorphone ER, morphine sulfate ER, oxycodone ER, Hysingla ER, Nucynta ER, Oxycontin
Narcotic Antagonists	Evzio	naloxone syringe, Narcan Nasal Spray
Transmucosal Fentanyl Analgesics	Abstral, Fentora, Lazanda	fentanyl citrate lozenges
<b>DERMATOLOGICAL</b> Oral Agents For Rosacea	Doxycycline 40 MG Capsules	Oracea
Topical Acne/Antibiotic Combinations	Aktipak, Vellin	clindamycin/benzoyl peroxide, clindamycin/tretinoin, erythromycin/benzoyl peroxide, Acanya, Onxolon
Topical Agents for Actinic Keratosis	Fluorouracil 0.5% Cream, Zyclara	diclofenac 3% gel, fluorouracil 2% solution, fluorouracil 5% cream, Imiquimod 5% cream, Carac, Picato
<b>DIABETES</b> Blood Glucose Meters & Test Strips	Abbott (FreeStyle, Precision), Bayer (Breeze, Contour), National Medical (Advocate), Omnis Health (Embrace, Victory), Roche (Accu-Chek), Trividia (TRUEtest, TRUEtrack), UniStrip	LifeScan (OneTouch)
Dipeptidyl Peptidase-4 Inhibitors & Combinations	Alogliptin, Nesina, Onglyza	Januvia, Tradjenta
Glucagon-Like Peptide-1 Agonists	Alogliptin/Metformin, Kazano, Kombiglyze XR	Janumet, Janumet XR, Jentadueto, Jentadueto XR
Insulins	Adlyxin, Tanzeum, Victoza	Bydureon, Byetta, Trulicity
	Novolin	Humulin
	Apidra, Fiasp, NovoLog	Humalog
<b>EAR/NOSE</b> Nasal Steroids	Beconase AQ, Omnisaris, Zetonna	budesonide, flunisolide, fluticasone, mometasone, Qnasl
Otic Fluoroquinolone Antibiotics	Cetraxal	ciprofloxacin ear solution, ofloxacin ear solution, Ciprodex, Otovel
<b>ENDOCRINE (OTHER)</b> Estrogen and Estrogen Modifiers for Vaginal Symptoms	Femring	estradiol patches, estradiol tablets, yuvafem, Estrace Cream, Estring, Premarin Cream, Premarin Tablets
Growth Hormones	Nutropin AQ, Nutropin AQ Nuspin, Omnitrope, Salzen, SaizenPrep, Zomacton	Genotropin, Himatrope, Norditropin
Somatostatin Analogs	Saridostatin LAR Depot, Signifor LAR	Somatuline Depot
Topical Estrogen Gels	EstroGel	Divigel
Topical Testosterone Products	Fortesta, Natesto, Testosterone Gel	AndroGel 1.62%
<b>GASTROINTESTINAL</b> Inflammatory Bowel Agents	Asacol HD, Delzicol, Dipentum, Mesalamine 800 MG Delayed-Release	balsalazide disodium, mesalamine 1.2 gm delayed release, sulfasalazine, Apriso, Pentasa
Irritable Bowel Syndrome and Chronic Constipation Agents	Trulance	Amitiza, Linzess
Pancreatic Enzymes	Pancreaze, Pertzye, Ultresa	Creon, Zenpep
Proton Pump Inhibitors	Aciphex Sprinkle, Prevacid Solutab, Prilosec Suspension, Protonix Suspension	esomeprazole, lansoprazole, omeprazole, pantoprazole, rabeprazole, Nexium Packets
<b>HEMATOLOGICAL</b> Erythropoiesis-Stimulating Agents	Aranesp, Epogen, Mircera	Procrit
Granulocyte Colony Stimulating Factors	Neupogen	Granix, Zarxio
<b>HEPATITIS</b> Hepatitis C	Daclinzta, Olysio, Sovaldi, Zepatier	Eplclusa, Harvoni, Mavyret, Technivie, Viekira Pak, Viekira XR, Vosevi

Drug Class	Excluded Medications	Preferred Alternatives
<b>MUSCULOSKELETAL &amp; RHEUMATOLOGY</b> Gout Therapy	Colchicine	Colcrys, Mitigare
Osteoporosis Therapy	Forteo	Tymlos
<b>OBSTETRIC &amp; GYNECOLOGICAL</b> Gonadotropin-Releasing Hormone (GnRH) Antagonists (for Infertility)	Ganirelix Acetate	Cetrotide
Ovulatory Stimulants (Folliculotropins)	Bravelle, Follistim AQ	Gonal-f, Gonal-f RFF, Gonal-f RFF Redi-ject
Vaginal Progestin	Endometrin	Crinone 8% Gel
<b>OPHTHALMIC</b> Anti-Glaucoma Drugs (Beta-Adrenergic Blockers)	Istalol, Timoptic Ocudose	betaxolol drops, levobunolol drops, timolol drops, Alphagan P 0.1%, Combigan
Anti-Glaucoma Drugs (Ophthalmic Prostaglandins)	Zioptan	bimatoprost drops, latanoprost drops, Lumigan, Travatan Z
Ophthalmic Non-Steroidal Anti-Inflammatory Drugs (NSAIDs)	Acuvail, Nevanac	bromfenac drops, diclofenac drops, ketorolac drops, Ilevro, Prolensa
<b>OSTEOARTHRITIS</b> Hyaluronic Acid Derivatives	Gel-One, Gelsyn-3, Genvisc 850, Hyalgan, Hymovis, Supartz, Supartz FX, Synvisc, Synvisc-One	Euflexa, Monovisc, Orthovisc
<b>RENAL DISEASE</b> Phosphate Binders	Fosrenol Powder Packet, Renagel	Ianthanum, sevelamer carbonate, Phoslyra, Velphoro
<b>RESPIRATORY</b> Epinephrine Auto-Injector Systems	Auvi-Q, Epinephrine Auto-Injector (by A-S Medication, Impax & Lineage)	Epinephrine Auto-Injector (by Mylan), EpiPen, EpiPen Jr
Pulmonary Anti-Inflammatory Inhalers	Alvesco	ArmonAir RespiClick, Arnuity Ellipta, Asmanex HFA/Twisthaler, Flovent Diskus/HFA, Pulmicort Flexhaler, QVAR
Short-Acting Beta-2 Agonist Inhalers	Levalbuterol HFA, Proventil HFA, Xopenex HFA	ProAir HFA/RespiClick, Ventolin HFA
<b>UROLOGICAL</b> Erectile Dysfunction Oral Agents	Levitra, Staxyn, Stendra	Cialis, Viagra
<b>WEIGHT LOSS</b> Weight Loss Agents	Qsymia	bonzphetamine, diethylpropion, phentermine

### Indication Based Management

Drug Class	Nonpreferred Medications	Preferred Alternatives
<b>INFLAMMATORY CONDITIONS*</b> * Please note that product placement for this class is under consideration and changes may occur based upon changes in market dynamics and new product launches.	All other Brand Name medications for Inflammatory Conditions* are Nonpreferred. Approval may be granted following a coverage review. A trial of one or more Preferred medications is required prior to initiating therapy with a Nonpreferred medication. A formulary exception may be granted for patients already established on therapy with a Nonpreferred medication.	Actemra, Cosentyx, Enbrel, Humira, Otezla, Remicade, Simponi 100 MG (for ulcerative colitis only), Stelara SC, Xeljanz, Xeljanz XR

### Excluded Medications/Products at a Glance

Abbott (Freestyle, Precision)	Butrans	Fosrenol Chewable Tablet <sup>^</sup>	Mircera	Pristiq <sup>^</sup>	Timoptic Ocudose
Abilify <sup>^</sup>	Cetaxal	Fosrenol Powder Packet	Nasonex <sup>^</sup>	Protonix <sup>^</sup>	Tobi Solution <sup>^</sup>
Abstral	Colchicine	Ganirelix Acetate	Nateslo	Protonix Suspension	Tribenzor <sup>^</sup>
Aciphex <sup>^</sup>	Cymbalta <sup>^</sup>	Gel-One	National Medical (Advocate)	Proventil HFA	Trividia (Truelest, Truetrack)
Aciphex Sprinkle	Cytomeil <sup>^</sup>	Gelsyn-3	Nasina	Provigil <sup>^</sup>	Trulance
Acuvail	Daklinza	Genvisc 850	Neupogen	Prozac <sup>^</sup>	Ultrase
Adderall <sup>^</sup>	Dakizcol	Glumetza <sup>^</sup>	Nevanac	Pulmicort Respules <sup>^</sup>	Unistrip
Adlyxin	Dipentum	Hyalgan	Novolin	Qsymia	Valium <sup>^</sup>
Aktipak	Doxycycline 40 MG Capsules	Hymovis	Novolog	Renagel	Valtrex <sup>^</sup>
Alogliptin	Effexor XR <sup>^</sup>	Imitrex <sup>^</sup>	Nutropin AQ	Roche (Accu-Chek)	Veltin
Alogliptin/Metformin	Emflaza	Inderal LA <sup>^</sup>	Nutropin AQ Nuspin	Saizen, SaizenPrep	Vicloza
Alvesco	Endometrin	Intuniv <sup>^</sup>	Olysio	Sandostatin LAR Dapot	Vogelxo <sup>^</sup>
AndroGel 1% <sup>^</sup>	Epinephrine Auto-Injector	Istalol	Omnaris	Seroquel <sup>^</sup> , Seroquel XR <sup>^</sup>	Vytorin <sup>^</sup>
Anusol-HC <sup>^</sup>	(by A-S Medications, Impax & Lineage)	Kazano	Omnis Health (Embrace, Victory)	Signifor LAR	Wellbutrin SR <sup>^</sup>
Apirda	Epogen	Kambiglyze XR	Omnitrope	Singulair <sup>^</sup>	Xanax <sup>^</sup> , Xanax XR <sup>^</sup>
Aranesp	EstroGel	Lazanda	Onglyza	Sovaldi	Xenazine <sup>^</sup>
Asacol HD	Evzio	Levalbuterol HFA	Opana ER	Staxyn	Xopenex HFA
Atacand <sup>^</sup> , Atacand HCT <sup>^</sup>	Xondys 51	Levitra	Oxycodone ER	Stendra	Zegerid <sup>^</sup>
Auvi-Q	Femring	Lexapro <sup>^</sup>	Pancraaze	Strattera <sup>^</sup>	Zephalier
Azor <sup>^</sup>	Fentora	Librax <sup>^</sup>	Pertzye	Sumavel Dosepro	Zetia <sup>^</sup>
Bayer (Breeze, Contour)	Flasp	Lidoderm <sup>^</sup>	Supartz, Supartz FX	Supartz, Supartz FX	Zetonna
Beconase AQ	Fluorouracil 0.5% Cream	Lovanox <sup>^</sup>	Synvisc, Synvisc-One	Synvisc, Synvisc-One	Zioptan
Benicar <sup>^</sup> , Benicar HCT <sup>^</sup>	Follistim AQ	Lumesta <sup>^</sup>	Flavix <sup>^</sup>	Tanzeum	Zolof <sup>^</sup>
Bravelle	Forteo	Mosalamine 800 MG Delayed-Release	Prevacid <sup>^</sup>	Testim <sup>^</sup>	Zonacron
Buprenorphine Patches	Fortesta	Minestrin 24 Fe <sup>^</sup>	Prevacid Solutab	Testosterone Gel	Zyclara
			Prilosec Suspension	Tikosyn <sup>^</sup>	Zyflo CR <sup>^</sup>

<sup>^</sup> Multisource brand exclusion - The generic equivalent of this brand-name medication is covered under your plan. FDA-approved generic medications meet strict standards and contain the same active ingredients as their corresponding brand-name medications, although they may have a different appearance.