

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

TEAMSTERS LOCAL NO. 469, DIVISION OF STREETS AND SEWERS

(DIVISION OF STREETS AND SEWERS)

July 1, 2017 to June 30, 2020

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**PREAMBLE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the TOWNSHIP OF WOODBRIDGE, a Municipal Corporation of the State of New Jersey (hereinafter known and designated as the "Employer"), and Teamsters Local No. 469, Division of Streets and Sewers (hereinafter known and designated as the "Union")

**WITNESSETH:**

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Division of Streets and Sewers, and in the Division of Recycling of the Public Works Department and in the Traffic Maintenance Division of the Police Department, who are members of the Union, and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and to protect the rights of the public in the Township of Woodbridge.

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**  
**RECOGNITION**

Section 1: The Employer hereby recognizes the Union as the representative of the employees in the Division of Streets and Sewers, and in the Division of Recycling of the Public Works Department, and in the Traffic Maintenance Division of the Police Department as specifically referenced herein, who have elected to be represented by the Union for the purpose of presenting and making known to their Division Head, or such person as may be designated by the Mayor, their grievance and proposals.

Section 2: It is further provided that any individual employee shall have the right at any time to present his own grievance or proposal. Any Union employee shall have the right at any time to present his own grievance or proposal and to have a Union representative present, at the employee's request.

Section 3: The Employer agrees to deduct the initiation fee, and/or dues from the wages of each member of the Union and to forthwith remit the same to the Union office.

Section 4: The Union agrees to file a dues deduction authorization form with the Employer for each employee, prior to such deductions.

Section 5: 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 further acknowledges and states that any employee who pays the representation fee in lieu of dues shall have direct access to the Union Business Agent. If and when any questions arise as to the actual use by the Union of the representative fee, said employee has the

right to obtain a review of the representation fee and if, in fact, any part of the representation fee is used for purposes prohibited by this Act, the Union will return a pro rata share of the representation fee to said employee.

If, after a review is made as aforementioned and the employee is unsatisfied with the results thereof, said employee has the right to appeal to a Board appointed by the Governor to hear such appeals as set forth in Section 3 of the Act.

The Employer and the Union further acknowledge that this Article is subject to any rules and regulations promulgated by the Commission to effect the purposes of this Act.

**ARTICLE II**  
**HOURS OF WORK**

Section 1: Each employee shall receive a minimum guarantee of forty (40) hours work or pay for each week.

The work week shall be Monday through Friday. All hours beyond eight (8) hours in any one day or forty (40) hours in any week shall be paid at the rate of time and one-half (1-1/2) the hourly rate for all hours worked, subject to the minimum. When an employee is required to work on a Saturday, he shall be guaranteed a minimum of four (4) hours work or pay at the time and one-half (1-1/2) rate, and such employee shall be present and available for such minimum time.

The Shop Stewards shall have access to payroll records with overtime information every two (2) weeks. These records shall be available for review within the Division's main office.

All overtime worked shall be recorded and posted on the union bulletin board for the employees to follow the rotation in place. Additionally, the Shop Stewards will be furnished a copy of all overtime worked showing the employee names, number of hours worked, classifications worked, etc. The documents shall be given to the stewards the following day, or as soon thereafter as is administratively feasible. Overtime work on weekends and holidays shall be offered to all employees in roads in seniority order during their approved absences such as vacation, personal days, bereavement leave, employees who have their birthday off, etc.; however this provision will not apply to overtime work during the regular workweek, or to employees who are out sick, on Worker's Compensation, on a disability, or on suspension.

Employees reporting to work on a straight time day shall be guaranteed a minimum of eight (8) hours work or pay.

When an employee is required to work on a Sunday or holiday, he shall be guaranteed a

minimum of eight (8) hours work or pay at the double (2) time rate, plus the holiday pay (triple time for eight (8) hour day). If an employee requests permission to leave before expiration of the minimum time, the minimum shall not apply.

In the event an employee's paycheck is short in the amount of \$50.00 or more, a new paycheck shall be issued within 24 hours.

"Stand-by." The parties acknowledge that a stand-by program is in effect and will be continued for the duration of this contract. The stand-by program covers the period from 3:30 p.m. Friday to 7:00 a.m. on the following Monday, regardless of holidays. The rotating weekly stand-by list will be completed by the General Foreman or Superintendent for stand-by calls. A record of every stand-by call will be given to the Shop Stewards for purposes of ensuring the proper employees were utilized and to thwart future grievances. The record shall be given the following day of the call, or as soon thereafter as is administratively feasible.

A stand-by crew shall consist of three (3) men (foreman and two (2) employees). The on-call Union Supervisor will determine if a full crew is needed for each call.

All safety equipment shall be used at all times.

The stand-by crew shall be paid eighteen (18) hours straight time for stand-by, and shall be further compensated at the rate of time and one-half (1-1/2) for all hours worked during that stand-by period.

Upon implementation of the second shift (Section 9, below), weekend stand-by pay shall be reduced from eighteen (18) hours to sixteen (16) hours.

Working time for stand-by crews shall commence when the crew is called out, provided the crew assembles within a reasonable time. A reasonable time, for the purposes of the preceding sentence, shall be forty-five (45) minutes under normal circumstances. If an employee



arrives after the time limit, they shall be paid for time on the job only. Employees may justify their failure to call within the time period in extraordinary circumstances, i.e. flat tire, traffic accident, severe inclement weather or other extraordinary circumstances. Anything to the contrary notwithstanding, other provisions of this Agreement, including but not limited to wages, hours, minimum work time, overtime, double time for Sundays and holidays, and seniority selection of employees shall not apply to the stand-by program.

All overtime documentation will be filled out by a supervisor; however, if a supervisor is not present, the overtime documentation will be filled out by most senior employee on the shift.

Section 2: Lunch period for employees starting at 7:00 a.m. shall be a one-half hour (1/2) period between 11:00 a.m. to 1:00 p.m., for which employees shall not be paid. Should an employee be required to work through his lunch period, he shall be given an opportunity to take a lunch period and be paid for such lunch period.

Employees who start other than 7:00 a.m. shall be given an opportunity to take a thirty (30) minute lunch break, should they so desire, without pay.

Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon, to be set by their supervisor, and be paid for such breaks.

Section 3: When an employee is not scheduled for work and his services are required, he may be called to work and time shall start at the time of call, provided the employee arrives within a reasonable time. Under normal circumstances, a reasonable time, for the purposes of the preceding sentence, shall be one (1) hour. If an employee arrives after the one (1) hour time limit, they shall be paid for time on the job only. Employees may justify their failure to call within the one (1) hour time period in extraordinary circumstances, i.e. flat tire, traffic accident,

severe inclement weather or other extraordinary circumstances.

When an employee is called to work under the above condition, he shall be guaranteed a minimum of eight (8) hours work or pay. All hours worked outside of the employee's regular hours shall be paid at the time and one-half (1-1/2) rate, excluding Sundays and holidays which shall be paid at the double (2) time rate. If an employee is called in outside of his regular hours and works partly regular hours and partly outside regular hours, he shall be paid at the regular rate for the time worked during his regularly scheduled hours, and shall be paid at the time and one-half (1-1/2) or double (2) time rate for all hours worked outside the employee's regular scheduled hours.

Notwithstanding the foregoing, when an employee is called into work three (3) or more hours before commencement of his regular shift, he shall remain on premium time for work during his regular shift.

When working any emergency, an employee, after working sixteen (16) hours continuous, shall be granted six (6) hours rest and be paid for four (4) hours at straight time rate. When plowing snow and sanding, the employee shall receive double time, before and after regular working hours and will continue to receive double time pay if such work carries over into the regular shift. On Sundays and holidays, when plowing snow and sanding, the employee shall receive double time pay for the first eight (8) hours and triple (3) time pay thereafter. Crews on the standby shift from 3:30 p.m. on Monday to 7:00 a.m. on Friday, who are called to work to perform snow plowing, sanding or any other task related to severe inclement weather, will be paid double time without a limitation of assignment. The Township retains discretion whether to call in an additional crew to assist in the performance of these tasks. When overtime is required due to snow plowing, this overtime shall be paid in a separate check, in the off-week pay.

Employees who hold a valid CDL license shall be called in for ANY snow removal overtime before any non-CDL employees. The Township agrees that if additional employees are needed to operate Road Department snow removal equipment, qualified Division of Recycling employees shall be called to operate such equipment.

Regular working hours are from 7:00 a.m. to 3:30 p.m., Monday through Friday. The Road Department shall be called first as the primary department for all sanding and snow removal operations. After eight (8) hours of continuous work during snow, HEO's will be given temporary relief from their job assignment on an as needed basis.

Except in emergency circumstances as deemed by the Director, Management will not operate equipment or plow snow until all qualified Road Personnel are called to work.

Section 4: When an employee is required to work twelve (12) hours or more, he shall be granted a second one-half (1/2) hour lunch period, at no loss of pay for such lunch period and be granted an additional one-half (1/2) hour lunch period for each five (5) hours over the above-mentioned twelve (12) hours.

Effective July 1, 2014, employees shall receive a sixteen dollar (\$16) meal allowance for each twelve hours worked.

Section 5: Call-in Time. Concerning unusual, unavoidable and extreme circumstances of an acceptable nature whereby an employee finds that he will be late for work, his call will be accepted and provisions for his work assignment will be made if he presents himself for work soon thereafter.

The call must be made thirty (30) minutes before the starting time in effect at the time that the lateness requirement occurs. He will be paid for the time on the job.

Section 6: Employees needed to perform in a higher classification shall receive the

higher classification's rate upon performing said work, for a minimum period of four (4) hours. Upon meeting the minimum hourly threshold, employees shall be paid the higher rate for the remainder of the shift, including overtime. If a senior employee is eligible to work in a higher paying classification, but is needed to work in his own classification he shall be paid at the rate of the higher paying classification.

Section 7: Working outside of bargaining unit. Any employee of Streets and Sewer Division who is requested to operate a sanitation truck or perform duties of a sanitation employee will be paid the rate in effect in the sanitation contract for those positions, i.e., laborer (heavy) or truck driver, for a minimum for four (4) hours, except that if the employee works more than four (4) hours in a day performing those duties he will be paid the higher rate for the full day.

If personnel are available, two employees will be assigned to a sanitation truck when the truck is doing a list of scheduled stops. The driver will be paid the truck driver sanitation rate and one (1) laborer, if assigned, will be paid the laborer sanitation rate. If more than one (1) laborer is assigned, only the senior most laborer will be paid the laborer sanitation rate.

Section 8: Township will provide five (5) days advance notice to a Motor Broom Operator whenever there is a change in his shift assignment, absent equipment failure or extraordinary circumstance, i.e. inclement weather. The regular working hours for two (2) Motor Broom Operators will be 4:00 a.m. to 12:00 p.m. The regular working hours for the remaining four (4) Motor Broom Operators shall be 6:00 a.m. to 2:00 p.m. Any employee filling in, in-training or serving in a provisional permanent Motor Broom Operator position shall work a new 6:00 a.m. to 2:00 p.m. shift, notwithstanding the shifts as set forth above. Each year, the Motor Broom Operators shall bid for work shifts based on Road Division

seniority. In the event that employees have the same Road Division seniority, the employee with greater overall seniority shall have preference.

Section 9: The Township may create a second shift for, among other purposes, sewer maintenance flushing and general emergency response. The shift will start at 3:30 p.m. and end at 11:30 p.m., Monday through Friday. [Emergencies arising during the hours of 3:30 p.m. and 11:30 p.m. on Monday through Friday will be handled by the second shift crew.] The new shift will be manned in accordance with the procedure set forth in Section 10 below. [Emergencies arising after 11:30 p.m. Monday through Friday will require the notification of the stand-by crew.] Employees working on the second shift shall receive a ten percent (10%) shift differential.

Section 10: In the event the Township exercises its discretion to implement a second shift, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

(1) The Township shall first request volunteers in the required job classification from among employees in the relevant department or unit, who shall be assigned the designated schedule. In the event that an employee who has volunteered to work in this shift wishes to return to the regular work schedule, he will be permitted to do so if an employee with lower seniority is available to replace said employee.

(2) Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory and made in reverse order of Road Division seniority, with the least senior employee in the relevant department and/or unit in the required job classifications being assigned to the designated work shift.

(3) Newly hired employees, being the least senior in the department and/or unit in the job classification affected, shall be first assigned to the work schedule mandatorily

occupied by a more senior employee in the same job classification in the relevant department and/or unit. In such event, the more senior employee may bid upon a different shift on the basis of relevant seniority.

(4) Aside from the initial effect of a new hire into the department and/or unit provided for in subsection (3) above, there shall be no bumping with respect to work schedules.

(5) The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

Section 11: When promotions or job openings become available in this division, employees working in this division shall be notified prior to the filling of the permanent position. In accordance with past practice, seniority shall be one of the factors taken into consideration in filling the permanent position, along with other factors, including but not limited to the employee's skill level.

**ARTICLE III**

**HOLIDAYS**

Section 1: The employees shall receive thirteen (13) official holidays per year as presently authorized by the Municipal Council:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Election Day (general)	Washington's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Day after Thanksgiving Day*
Memorial Day	Christmas Day
Fourth of July	

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 holidays for employees hired prior to January 1, 1999 may be taken any time within that month provided the day off is requested 72 hours in advance and is approved by the supervisor.

Should any of the listed holidays fall on a Saturday, the preceding Friday shall be considered the holiday and be paid accordingly. Should any of the listed holidays fall on a Sunday, it shall be celebrated on Monday and paid accordingly. Pay for holidays not worked shall be eight (8) hours pay at the straight time rate.

Section 2: In the event that any of the above mentioned holidays fall on a regular workday, Monday through Friday, and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.

Section 3: In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 4: After one (1) year's service, employees shall be entitled to not more than three (3) personal days for emergency and/or business reasons without loss of pay, provided at least one (1) day's notice is given in writing and that such emergency absence shall be granted one (1) day at a time. Personal days must be used in the year earned and cannot be converted into vacation days.

Should an employee encounter an unexpected emergency wherein he cannot give written notification, then a phone call shall be considered adequate notice provided that said employee subsequent thereto submits documented proof of the emergency.

All three (3) personal days will be given to the employee for use on January 1<sup>st</sup> of every year. Personal days will be prorated at separation from service and, if applicable, the appropriate amount of compensation will be deducted from an employee's final pay."



ARTICLE IV

VACATIONS

Section 1: Up to one (1) year of service, each employee shall receive one (1) working day vacation with pay for each full month of service. New employees are eligible for their accumulated vacation after one (1) year of service from the date of hire.

Employees shall receive vacation with pay based on years of service, in accordance with the following vacation table:

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

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

Section 2: Seniority for vacation selection shall be based on Road Division seniority. Senior employees shall be given preference for vacation selection. In the event that employees have the same Road Division seniority, the employee with greater overall seniority shall have preference. Ten (10%) percent of the employees covered under this agreement shall be allowed to use vacation during each week for the twelve (12) months of the year. Cancelled vacations shall be posted immediately. Employees will be able to bid on these days. Road Division seniority shall determine the recipient.

Section 3: Any employee eligible for vacation, whose employment has terminated for any reason whatsoever, shall nevertheless receive a pro-rated vacation.

Section 4: Vacation time must be used in the year earned except that vacation time may

be carried over into the following year. The time carried over must be used the following year or it will be lost.

Section 5: Employees shall be given their full allotment of vacation days on January 1<sup>st</sup> of every year. New hires will earn vacation days every month in their first year of employment. January 1<sup>st</sup> of the year in which an employee has an anniversary date, the employee will be entitled to an increase in vacation days, if applicable according to the vacation guide. At the time of separation from service, vacations will be prorated and, if applicable, the appropriate amount of compensation will be deducted from an employee's final pay.

Section 6: For purposes of vacation selection, seniority as outlined in this Article shall include only employees covered by this Agreement. The Shop Steward shall have the top seniority selection for vacations.

**ARTICLE V**

**SICK LEAVE**

Section 1: Employees to receive fifteen (15) days sick leave per year after one (1) year's service, with pay.

Employees with less than one (1) year's service to receive one (1) day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31st, following the day of appointment. Fifteen (15) days sick leave, with pay, to be granted for each calendar year thereafter. During the first three (3) months of employment, employee may accumulate, but not take sick leave. All sick time for the calendar year shall be posted on January 1st of that year, in lieu of the accumulation of one and one-quarter (1-1/4) day per month.

All unused sick leave days to be accumulated and credited to employee. Upon death or retirement, an employee hired prior to January 1, 1999 shall be paid one-half (1/2) the rate of pay in effect for each unused accumulated sick day to a maximum of Fifteen Thousand Dollars (\$15,000.00), provided he/she uses all accumulated vacation time prior to retirement excepting with permission of Business Administrator for the needs of the department. Employees hired on or after January 1, 1999 shall be paid to a maximum of Seven Thousand, Five Hundred Dollars (\$7,500.00).

Section 2: If, at any time during the term of this contract the State allows employees to be covered by a State Unemployment Compensation Act, the employees covered by this contract shall be entitled to full amount allowed by the above-referred Act.

Section 3: An employee is not required to call in sick after the first day, if out sick on consecutive days, provided that if the employee expects to be out more than one day, he shall so notify his supervisor of the anticipated time off. The employee will be allowed the

opportunity to come back to work sooner than anticipated. Sick calls will only be accepted by the General Supervisor or his extension. The name and number of the General Supervisor will be posted.

Section 4: 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:

- a. 1<sup>st</sup> Offense - Verbal Warning
- b. 2<sup>nd</sup> Offense - Written Warning
- c. 3<sup>rd</sup> Offense - Minor Discipline (1 Day)
- d. 4<sup>th</sup> Offense - Minor Discipline (5 Days)
- e. 5<sup>th</sup> Offense - Major Discipline (5+ Days)
- f. 6<sup>th</sup> Offense - Termination

Section 5: 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 III, Section 4 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 VI

### DEATH IN FAMILY

In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive work days absence with pay. Said absence shall not be accumulative and must be in conjunction with the death in the family. The employee's spouse, 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, sister-in-law, son-in-law or daughter-in-law, the employee shall be granted three (3) consecutive days absence with pay.

In the event of death of an employee's step-relation not mentioned in paragraph one of this Article of the same degree as the family members designated in paragraph one of this Article, or 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.

## ARTICLE VII

### SENIORITY AND PERMANENT EMPLOYMENT SECURITY

Section 1: Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such employee may, during their trial periods, be terminated at any time during said period, without recourse whatsoever.

Section 2: Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

Section 3: Overall seniority shall mean the length of continuous service with the Employer, regardless of capacity or classification. Road Division seniority shall mean the length of continuous service with the Division of Streets and Sewers, regardless of capacity or classification. Transferred employees shall be placed on the bottom of the Road Division seniority list but shall keep his overall Township seniority. Transferred employees will choose their vacations whenever their turn arrives within the Road Division seniority list. In the event that employees have the same Road Division seniority, the employee with greater overall seniority shall have preference.”

Section 4: To the extent the Township remains a Civil Service jurisdiction, layoffs will be handled in accordance with the procedures set forth by Civil Service. To the extent Civil Service procedures may not apply in the future, then, in the event of a layoff, Overall seniority shall prevail, unless discharged for cause. In all cases of promotions, employees with the greatest amount of Overall seniority shall be given preference. It is the intention of the Employer to fill vacancies from within the department before hiring new employees, provided employees are available with the necessary qualifications and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

Section 5: One steward shall have during the respective periods in such capacity, top seniority and after his periods of service, he shall have a normal seniority status.

Section 6: An employee shall lose all seniority rights for any one or more of the following reasons:

- a) Voluntary resignation;
- b) Discharge for just cause;
- c) Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

Section 7: Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

All trainees shall be paid at the rate established in the attached schedules until an opening exists within the Division and that such employees will be hired by ability, merit and attendance. It is agreed that the Employer will sit with the Union before the ninety (90) day probationary period is finished so as to allow the Union to have input before the openings are filled within the department.

Section 8: Notwithstanding the definition of Overall Seniority and/or Road Division Seniority in Section 3 above, and notwithstanding any other provision in this Article, the order and other procedures to be followed for layoffs and recalls shall be governed by the applicable regulations of the Civil Service Commission, set forth in N.J.A.C. 4A:8-2.1 et seq.

Section 9: An employee recalled and reinstated to his former position shall receive his former rate of pay, or the minimum current wage for his position, whichever is higher

Section 10: Any notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of said laid-off employee.



**ARTICLE VIII**  
**WORK CLOTHES**

A. The Township agrees to supply the following items on a replacement basis: raingear, rubber sewer gloves, slush boots, Tyvek suits, waders and tree climbing boots. New employees will be issued these items.

B. Effective January 1, 1996, all other uniforms, equipment and cleaning will be provided by the employees. In lieu of providing same, the Township shall pay the following amount each calendar year in the manner provided below:

2017	\$1,250
2018	\$1,275
2019	\$1,300

The above amounts will be prorated for any employee who is out of work for any reason for more than three (3) months in any year or retires or resigns during the year. 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.

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.

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.

C. The Township will establish a dress code.

**ARTICLE IX**

**BULLETIN BOARDS**

Bulletin boards will be made available to the Union by the Employer 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 representatives, or which is otherwise in violation of this contract.

## ARTICLE X

### 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 XI

### GRIEVANCE MACHINERY

Section 1: It is hereby agreed that the Employer has the right to discharge employees for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefor at the time of such action.

Section 2: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Section 3: Any aggrieved employee shall present his grievance within five (5) working days of its occurrence, or such grievance will be deemed waived by the Union and the employee.

Section 4: In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1: The employees and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the General Foreman. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the steward shall sign a written complaint and forward the grievance to the next step in the procedure.

The Shop Steward shall be permitted reasonable time during working hours to process complaints, at no loss of pay.

Step 2: The Steward will discuss the grievance with the Head of the Division of Streets and Sewers. In the event that the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

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 foregoing steps do not effect settlement of the grievance, either party may refer the dispute to the Business Administrator of the Township of Woodbridge, who shall convene a hearing within seven (7) days of the receipt by him of the decision of the Grievance Committee. The Business Administrator may hold hearings and gather any information necessary for a decision. The Business Administrator must announce his decision within fifteen (15) days of the receipt of the notice of appeal from the Grievance Committee.

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. The decision of PERC Arbitration shall be final and the employees shall have no further right of administrative appeal. Any fees shall be equally borne by both parties.

Section 5: It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedures of this Agreement. Therefore, the Employer agrees that it will not lock out its employees and the Union agrees that they will not strike, slow down, or cause a slow down or engage in any work stoppage during the term of this

Agreement. Any employee who violates the terms of this section shall be subject to discharge.

Section 6: Discipline. 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, and a council representative.

In the case of a suspension of five (5) working days or less, the employee may grieve the action through the Grievance Machinery 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.

Section 7: Discharge or Suspension.

A. The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the local Union office within one (1) working day from the time of discharge or suspension.

B. Any employee discharged, must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days or as soon as possible, but

no later than the normal pay period.

C. A discharged or suspended employee must advise his local Union in writing, within two (2) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within five (5) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

D. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as set forth above within seven (7) days after the above notice of appeal is given to the Employer.

Section 8: If it is determined that no disciplinary action should be taken, then any and all papers, inclusive of the complaint and other materials, must be removed from the personnel file within five (5) days of the date that it is determined that no action should be taken. If the action is taken, and if the employee is successful, either by way of mediation, arbitration or litigation, then the complaint and other related papers must be removed from the file within five (5) days of the date of the adjudication in favor of the employee.

**ARTICLE XII**

**JURY DUTY**

An employee called for jury duty will be excused from work for the period actually in attendance at court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance at court.

If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four hours remaining in his/her work shift.



### **ARTICLE XIII**

#### **RIGHTS OF VISITATION**

The Business Agent or his representatives, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Division Head for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the working of the Division during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

**ARTICLE XIV**

**WAGES**

**Section 1:**

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

**Section 2:**

The Township agrees that snow removal will be paid in the off-week pay.

## ARTICLE XV

### MEDICAL, SURGICAL AND HEALTH PLANS

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 purposes 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 Exhibit 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.

Effective January 1, 2014, both the POS Plan and the Traditional/PPO Plan shall be amended to provide that there shall be no lifetime maximum medical benefit for major medical 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.

J. 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.

K. 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.

L. 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.

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.

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 XVI

### APPLICATION OF SENIORITY

Road Division seniority shall prevail in all work assignments in each classification. When there are more employees in each classification than are required, the most senior employees in this classification shall be assigned to perform the duties required.

Where an employee in his respective classification has no service to perform and is required to work in another classification, he shall be assigned to the classification for which the pay is the greatest and an opening exists.

When overtime is required or work is required on any premium day, such work shall be rotated among the qualified employees. Whenever an alternate is needed, the Shop Steward shall be called first.

## ARTICLE XVII

### SAFETY COMMITTEE/HEALTH AND WELFARE COMMITTEE

A. All complaints regarding an employee's safety shall be handled through the grievance machinery.

No employee shall be required to operate unsafe equipment, and further, the Employer shall not require an employee to operate any equipment that does not meet the safety requirements of the State of New Jersey.

The Union may appoint a representative to sit on the Safety Committee.

B. 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 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 XXVII**

**TERM OF AGREEMENT**

Section 1: Unless otherwise provided for in herein, this Agreement shall become effective as of the first day of July, 2017, and shall remain in full force and effect and expire on the 30th day of June 2020.

Section 2: This Agreement shall not prevent the employees of the Division of Streets and Sewers from receiving any general fringe benefits or holidays awarded the employees of the Township of Woodbridge by the Mayor or by legislative action of the Municipal Council during the period of this contract, or by the Business Administrator.

ATTEST:

  
\_\_\_\_\_

TOWNSHIP OF WOODBRIDGE

By:   
MAYOR JOHN E. McCORMAC

ATTEST:

\_\_\_\_\_

TEAMSTERS LOCAL NO. 469,  
DIVISION OF STREETS AND SEWERS

By: \_\_\_\_\_



EXPRESS SCRIPTS®

# 2018 National Preferred Formulary Exclusions

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	Buprenorphine 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	Aklipak, Veltin	clindamycin/benzoyl peroxide, clindamycin/tretinoin, erythromycin/benzoyl peroxide, Acanya, Onexton
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 Novolin Apidra, Fiasp, NovoLog	Bydureon, Byetta, Trulicity Humulin Humalog
<b>EAR/NOSE</b> Nasal Steroids	Beconase AQ, Omnisar, 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, yuvalem, Estrace Cream, Estring, Premarin Cream, Premarin Tablets
Growth Hormones	Nutropin AQ, Nutropin AQ Nuspin, Onnitrope, Saizen, SaizenPrep, Zomacton	Genotropin, Himatropie, Norditropin
Somatostatin Analogs	Sandostatin 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, Partzye, Ultresa	Creon, Zenpep
Proton Pump Inhibitors	Acipex 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	Daklinza, Olysio, Sovaldi, Zepatier	Epclusa, Harvoni, Mavyret, Technivie, Viekira Pak, Viekira XR, Vosevi

Continued on back

Drug Class	Excluded Medications	Preferred Alternatives
<b>MUSCULOSKELETAL &amp; RHEUMATOLOGY</b> Gout Therapy	Colchicine	Colcrys, Miligare
Osteoporosis Therapy	Forteo	Tymlos
<b>OBSTETRICAL &amp; GYNECOLOGICAL</b> Gonadotropin-Releasing Hormone (GnRH) Antagonists (for Infertility)	Ganirelix Acetate	Cetrotide
Ovulatory Stimulants (Follicotropins)	Bravelle, Follistim AQ	Gonal-f, Gonal-f RFF, Gonal-f RFF Radi-ject
Vaginal Progestin	Endometrin	Crinone 8% Gel
<b>OPHTHALMIC</b> Antiglaucoma Drugs (Beta-Adrenergic Blockers)	Istalol, Timoptic Ocudose	betaxolol drops, levobunolol drops, timolol drops, Alphagan P 0.1%, Combigan
Antiglaucoma Drugs (Ophthalmic Prostaglandins)	Zioptan	bimatoprost drops, latanoprost drops, Lumigan, Travatan Z
Ophthalmic Non-Steroidal Anti-Inflammatory Drugs (NSAIDs)	Acuvail, Nevanac	brufenac drops, diclofenac drops, ketorolac drops, Ilevro, Profensa
<b>OSTEOARTHRITIS</b> Hyaluronic Acid Derivatives	Gel-One, Gelsyn-3, Genvisc 850, Hyalgan, Hymovis, Supartz, Supartz FX, Synvisc, Synvisc-One	Eufloxa, 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-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	benzphetamine, 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, Olzela, 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	Natesto	Protonix Suspension	Tribenzor <sup>^</sup>
Aciphex <sup>^</sup>	Cymbalta <sup>^</sup>	Gel-One	National Medical (Advocate)	Proventil HFA	Trividia (Truefast, TrueTrack)
Aciphex Sprinkle	Cytomeal <sup>^</sup>	Gelsyn-3	Nesina	Provigil <sup>^</sup>	Trulance
Acuvail	Daklinza	Genvisc 850	Neupogen	Prozac <sup>^</sup>	Ultresa
Adderall <sup>^</sup>	Dalziol	Glumelza <sup>^</sup>	Nevanac	Pulmicort Respules <sup>^</sup>	Unisrip
Adipxin	Dipentum	Hyalgan	Novolin	Qsymia	Valium <sup>^</sup>
Aktipak	Doxycycline 40 MG Capsules	Hymovis	Novolog	Renagel	Valtrax <sup>^</sup>
Alogliptin	Effkor XR <sup>^</sup>	Imitrex <sup>^</sup>	Nutropin AQ	Roche (Accu-Chek)	Veltin
Alogliptin/Metformin	Emfaza	Intuniv <sup>^</sup>	Nutropin AQ Nupin	Saizen, SaizenPrep	Victrola
Alvesco	Endometrin	Inderal LA <sup>^</sup>	Dlysis	Sandostatil LAR Depot	Vogelxo <sup>^</sup>
AndroGel 1% <sup>^</sup>	Epinephrine Auto-Injector (by A-S Medications, Impax & Lineage)	Istalol	Omnaris	Seroquel <sup>^</sup> , Seroquel XR <sup>^</sup>	Vytorin <sup>^</sup>
Anusol-HC <sup>^</sup>	Epopan	Kazano	Omnis Health (Embrace, Victory)	Signifor LAR	Wellbutrin SR <sup>^</sup>
Aplira	EstroGel	Kombiglyze XR	Omnitrope	Singulair <sup>^</sup>	Xanax <sup>^</sup> , Xanax XR <sup>^</sup>
Aranesp	Evzio	Lazanda	Onglyza	Sovaldi	Xenazine <sup>^</sup>
Asacol HD	Exondys 51	Levalbuterol HFA	Opana ER	Staxyn	Xopenex HFA
Atacand <sup>^</sup> , Atacand HCT <sup>^</sup>	Famring	Levitra	Oxydnone ER	Stendra	Zegerid <sup>^</sup>
Auvi-Q	Fentora	Lexapro <sup>^</sup>	Pancraeze	Strattera <sup>^</sup>	Zapatier
Azor <sup>^</sup>	Flasp	Librax <sup>^</sup>	Pertzye	Sumavel Dosepro	Zetla <sup>^</sup>
Bayer (Breeze, Contour)	Fluorouracil 0.5% Cream	Lidoderm <sup>^</sup>	Plaquenil <sup>^</sup>	Supartz, Supartz FX	Zetonna
Beconase AQ	Follistim AQ	Lunesta <sup>^</sup>	Plavix <sup>^</sup>	Synvisc, Synvisc-One	Zioptan
Benicar <sup>^</sup> , Benicar HCT <sup>^</sup>	Forteo	Masalamine 800 MG Delayed-Release	Prevacid <sup>^</sup>	Tanzeum	Zolof <sup>^</sup>
Bravelle	Fortesta	Minastrin 24 Fe <sup>^</sup>	Prevacid Solutab	Testim	Zomacton
Bupap <sup>^</sup>			Prilosec Suspension	Testosterone Gel	Zyclara
Buprenorphine Patches				Tikosyn <sup>^</sup>	Zylo 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.