

AGREEMENT
BETWEEN
TOWNSHIP OF WOODBRIDGE
AND
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
New Jersey, LOCAL 3044-1
(PUBLIC SAFETY TELECOMMUNICATORS)

July 1, 2020 through June 30, 2023

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

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	PREAMBLE 1
ARTICLE 2	RECOGNITION 2
ARTICLE 3	CHECKOFF 3
ARTICLE 4	NON-DISCRIMINATION..... 5
ARTICLE 5	UNION STEWARDS AND OFFICERS..... 6
ARTICLE 6	GRIEVANCE PROCEDURE..... 7
ARTICLE 7	SENIORITY10
ARTICLE 8	JOB POSTING AND JOB VACANCIES.....11
ARTICLE 9	HOLIDAYS13
ARTICLE 10	VACATIONS14
ARTICLE 11	SICK LEAVE16
ARTICLE 12	PERSONAL DAYS.....18
ARTICLE 13	DEATH IN THE FAMILY19
ARTICLE 14	UNION BUSINESS.....20
ARTICLE 15	UNION EDUCATIONAL LEAVE AND ADVANCED DEGREE RECOGNITION21
ARTICLE 16	DISCIPLINE23
ARTICLE 17	HOURS OF WORK24
ARTICLE 18	SALARIES26
ARTICLE 19	LONGEVITY PLAN.....27
ARTICLE 20	JOB DESCRIPTIONS.....28
ARTICLE 21	PROMOTIONS29
ARTICLE 22	CONTRACTING30
ARTICLE 23	FAMILY LEAVE.....31
ARTICLE 24	JURY DUTY.....32
ARTICLE 25	ARMED FORCES.....33
ARTICLE 26	GENERAL PROVISIONS34
ARTICLE 27	MANAGEMENT RIGHTS.....36
ARTICLE 28	NO STRIKE CLAUSE37

ARTICLE 29	EMERGENCIES	38
ARTICLE 30	PAYMENT OF SICK LEAVE ON RETIREMENT	39
ARTICLE 31	TEMPORARY DISABILITY BENEFITS.....	40
ARTICLE 32	HEALTH BENEFITS	41
ARTICLE 33	UNIFORMS.....	46
ARTICLE 34	PUBLIC SAFETY TELECOMMUNICATORS.....	47
ARTICLE 35	SEVERANCE PAY	47
ARTICLE 36	DRUG AND ALCOHOL POLICY.....	48
ARTICLE 37	DURATION.....	49
APPENDIX A		51
APPENDIX B		52
APPENDIX C		53

ARTICLE 1

PREAMBLE

This Agreement entered into by the Township of Woodbridge, hereinafter referred to as the "Employer," and American Federation of State, County and Municipal Employees, AFL-CIO New Jersey, Local 3044-1, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2
RECOGNITION

A. The Employer recognizes Local 3044-1 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all its employees in the classifications listed: Public Safety Telecommunicator Trainee, Public Safety Telecommunicator, and Sr. Public Safety Telecommunicator, herein referred to as "PST", excluding, however, supervisors, confidential employees, and all other non-PST titles.

B. The title "PST" shall be defined to include the plural as well as females.

ARTICLE 3

CHECKOFF

A. 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 AFSCME New Jersey, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is cancelled in writing by the employee during the period June 15th - June 25th (both dates inclusive) of any year. Such written notice shall be sent to the Payroll Department of the Township and to the Union.

B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes of

this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

D. The Employer shall notify the Union in writing within sixty (60) days of any change of addresses of existing employees, new hires and name changes due to marital status of its unit employees.

ARTICLE 4

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism exercised by either for reasons of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, genetic information, sex, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, refusal to submit to a genetic test or make available the results of a genetic test 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.

ARTICLE 5

UNION STEWARDS AND OFFICERS

A. A written list of Union Officers and Stewards shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union officers or Stewards.

B. Representatives of the Union who are not employees of the Township shall be permitted to visit with employees during working hours upon proper notification to the Business Administrator. Such meeting shall not exceed thirty (30) minutes.

ARTICLE 6
GRIEVANCE PROCEDURE

A. 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. Employees shall continue to observe all assignments and rules and regulations during the pendency of the grievance and until it is fully determined, unless such observance would subject the employee to imminent danger to health or safety. If the grievance or dispute is not filed within ten (10) working days of the occurrence or within ten (10) working days of the date that the employee should have reasonably known that a grievance should be filed, the same is herein considered to be abandoned. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward to the appropriate Department or Division Head within five (5) working days after the supervisor's response is due. The Division or Department Head shall schedule a meeting to discuss the grievance within five (5) working days of receipt of the grievance. At this step the employee may be represented by his Steward or by the Local Union President or designee. The Division or Department Head shall render his decision in writing within five (5) working days from the date of the hearing.

In the case of grievances which involve issues having implications outside the Department in which the grievance arises, Steps 1 and 2 of the grievance or dispute can be waived and the grievance or dispute can proceed directly to Step 3 provided that notice is given to the department head and such waiver is mutually agreed upon by both parties. A meeting between both parties will occur within five (5) working days of the presentation of the grievance or dispute to the Business Administrator, to determine if there will be a waiver of steps 1 and 2.

Step 3: If the grievance is still unsettled, it shall be presented to the Business Administrator within five (5) working days after the response of the Director is due. The Business Administrator shall issue a notification within five (5) working days for a scheduled hearing on the grievance to occur within fifteen (15) working days of the receipt of the grievance. At this step, the employee may be represented by the Steward, the Union President or designee, and an AFSCME representative. The Business Administrator shall render his decision within fifteen (15) working days after the close of the hearing. The Union shall have the right to take up a suspension or discharge grievance at this third step.

Step 4: If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.

B. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to agree upon an Arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Employer shall strike the first name, the Union shall then strike one (1) name, etc., and the name remaining shall be the Arbitrator.

C. The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

D. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

ARTICLE 7

SENIORITY

A. Employees shall accrue two (2) types of seniority: Township and departmental seniority. Township seniority shall be defined as total length of service beginning with the original date of hire. Departmental seniority shall be defined as the date an employee begins work in a department.

B. All matters of demotions, layoffs, promotions and recall shall be accomplished in accordance with Civil Service Rules and Regulations. Shift assignments and vacations shall be assigned in accordance with departmental seniority. In all matters of promotions, where there are three (3) employees who are in accordance with Civil Service Regulations qualified for the position and if all three (3) are equally able to perform the job as determined by the Business Administrator, the person with the greatest seniority shall be given consideration for the position. It is the intention of the employer to fill promotions, vacancies, lateral transfers, or provisional appointments from within the union bargaining unit before hiring new employees, provided there are existing employees available with the necessary qualifications.

C. The agreed to seniority lists shall be brought up to date on July 1st of each year and posted on bulletin boards; such lists shall contain dates of appointment, dates employees began work in Departments, and job classifications.

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

ARTICLE 8

JOB POSTING AND JOB VACANCIES

A. Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs are to be posted in the following manner:

Classification
Location
Rate of Pay
Hours of Work
Person to Contact
Any Special Job Requirements

B. The job posting shall set forth the contractual pay rate. The president of the Union shall be notified of all new hires eligible for Union membership, as well as all personnel actions relating to job postings and vacancies. Notice of all hires, terminations and permanent appointments pertaining to any Title in this unit shall be sent to the Union president. Additionally, the Union president shall be notified of all minor disciplinary actions affecting bargaining unit members. The Union president and AFSCME New Jersey staff representative shall be notified of all major disciplinary actions pending against any bargaining unit member.

C. When provisional appointments are to be made, the Township shall appoint, among those eligible to take a test for the position, in accordance with Article VII and with the employee's ability to perform the job, as determined by the Business Administrator. Where three (3) or more employees have relatively equal ability then consideration shall be given to the employee with the most Township seniority.

D. Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of five (5) working days. In the selection of applicants Article VII of this Agreement shall apply.

E. The top five (5) candidates for lateral transfers, provisional appointments and position upgrades or vacancies shall be personally interviewed prior to appointment of the position. All applicants shall be informed within five (5) working days of a decision to fill a position. Unsuccessful applicants who make a written request to the Personnel Office within two (2) business days of learning of the decision will be informed of the basis for the decision within ten (10) working days. In the selection of applicants Article VII of this Agreement shall apply.

ARTICLE 9

HOLIDAYS

Fifteen (15) paid holidays to be distributed as follows:

1 day for employee's birthday (if hired prior to June 24, 1999);

6 days off in lieu of holidays; and

8 paid days payable in December.

PSTs birthday to be taken off during the month of the birthday for employees hired prior to June 24, 1999, provided manning levels are maintained. Employees hired on or after June 24, 1999 are not eligible for the birthday holiday.

ARTICLE 10

VACATIONS

A. PSTs shall be entitled to the following vacation period, with pay:

Less than one (1) year	1 day accrued for each month of employment up to 10 days
1—5 years	10 working days
5—10 years	13 working days
10—15 years	16 working days
15—20 years	19 working days
20—25 years	25 working days
25+ years	30 working days

B. Initial vacation scheduling will occur between January 1st and January 31st, on a rotating seniority basis, in four day intervals. PSTs are not obligated to select vacation days during this period. After January 31st, vacation scheduling will occur on a first come, first serve basis. Vacation time not used in any one (1) year must be used in the next vacation year.

C. Vacation selections shall be limited to one (1) person off per shift each shift. The shifts for bidding are set forth in Appendix A (Schedule and Bid Sheet). PSTs designated (O) will work with odd patrol squads. PSTs designated (E) will work with even patrol squads. However, management may approve vacation days in excess of this limit if the request will have no adverse effect on staffing levels and coverage.

1. Shifts

- a. The 0600 Hours and 0900 Hours shifts are considered DAY SHIFT. One (1) PST shall be allowed off on vacation during the day shift.
- b. The 1245 Hours shift is considered AFTERNOON SHIFT. One (1) PST shall be allowed off on vacation during the afternoon shift.
- c. The 1800 Hours and 1920 Hours shifts are considered NIGHT SHIFT. One (1) PST shall be allowed off on vacation during the night shift.

2. There shall be two “Swing” PSTs, one who exclusively works the Even Schedule and one who exclusively works the Odd Schedule as set forth in Appendix A. They shall be designated as “Even Side Swing” and “Odd Side Swing,” respectively.

3. A Swing PST may be assigned to any of the existing shifts set forth in Appendix A.
4. A Swing PST shall be provided their shift assignment no less than two (2) weeks prior to the date of the scheduled shift.
5. Swing PSTs shall not be required to bid for the use of vacation, holiday, or personal days. Swing PSTs shall submit an application to the Division Commander for use of vacation, holiday, or personal days at least three (3) days prior to the date leave is sought or as soon as practicable.
6. The position of Swing PST will be filled by a volunteer, with preference given based on seniority. Should no PST volunteer to fill the position, it shall be filled in order of reverse seniority.
 - a. The second 0900-1940 shift and the second 1920-0600 shift are swing shifts, which can be changed by management to fill foreseeable PST shortages.

D. In the event of death of an employee, the employee's family shall be entitled to payment for all accrued vacation time at the full rate of pay in effect on the date of death.

E. In the event of termination, earned vacation will be paid.

ARTICLE 11

SICK LEAVE

A. In the year in which the employee is hired, he or she is entitled to one (1) day per month sick leave for the number of months worked in that particular year. Commencing January 1st of the following year, an employee shall be entitled to fifteen (15) days per year sick leave, notwithstanding the number of months worked in the previous year. Said days shall be accumulative. Paid sick leave time may be used by an employee if a member of his family is seriously ill or has been seriously injured, thereby requiring the employee to remain at home so as to assist the family member. The term "immediate family" is herein defined so as to include an employee's spouse, domestic partner (see section 4 of P.L. 2003, c. 246), civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative. Such sick time shall not be greater than that which is specified in Civil Service Rule, N.J.A.C. 4A:6-1.3.

B. The Township has developed, in accordance with its management prerogative, and distributed to each employee, either in person, through the intranet or via electronic mail, a 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:

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

- 5) 5th Offense - Major Discipline (6+ Days)
- 6) 6th Offense – Termination

ARTICLE 12

PERSONAL DAYS

A. Two (2) days per year.

B. Are to be used for personal business only and will not be unreasonably denied.

C. Requests must be made in writing to the Communications Division at least twenty-four (24) hours in advance, except in case of emergency where under such circumstances the twenty-four (24) hour advance notice is not required.

D. Employees on leave of absence or who terminate during the year are not entitled to personal days other than those earned.

E. Cannot be used in conjunction with vacation days, unless employee has prior written approval from the Police Director.

F. New employees must complete six (6) months of continuous service to be eligible for personal days. During first year of employment personal days are earned one (1) day every six (6) months.

G. After completion of the first year of employment personal days are credited on January 1.

H. Personal days are subject to shift vacation pick limits, including the limitations set forth in Article 10, Section C. However, management may approve personal days in excess of this limit if the request will have no adverse effect on staffing levels and coverage.

I. Personal days must be used in the year earned and cannot be converted into vacation days or accumulated.

ARTICLE 13

DEATH IN THE FAMILY

A. In the event of death of a member of the PST's immediate family, the PST shall be granted four (4) 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 spouse, children, brothers, sisters, mother, father, grandchildren, grandmothers, grandfathers, mother-in-law, father-in-law, stepchildren, stepbrother, stepsister, stepmother and stepfather shall constitute the employee's immediate family. In the event of the death of an employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the PST shall be granted two (2) consecutive working days absence with pay.

B. In the event of death of an employee's step-relation, not specifically mentioned in Paragraph A above, but of the same degree as the family members designated in this Paragraph A, or in the event of the death of an employee's aunt or uncle, the employee shall be granted one working days absence with pay. The employer reserves the right to request documentation concerning the relationship.

ARTICLE 14

UNION BUSINESS

A. The President, Vice-President, and/or Shop Stewards of the Union, or Delegate will be granted time off without loss of pay for the purposes of attending Union conventions, negotiations meetings (when held with representatives of management), conferences, or Union related conferences provided that the total amount of such time off without loss of pay during each calendar year of this Agreement shall not exceed fifteen (15) working days. The employee must notify the Employer of said leave at least five (5) days prior to the convention or conference. This five (5) days' notice requirement is also applicable to ARTICLE 15 (Union Educational Leave).

B. Less than five (5) days' notice may be required by agreement with management. Leave under this section shall be limited to one employee at a time.

ARTICLE 15

UNION EDUCATIONAL LEAVE AND ADVANCED DEGREE RECOGNITION

A. Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union when notice is submitted by the Union that said employee or employees have been accepted for schooling. Ten (10) working days per year shall be allocated for Union educational leave purposes. Only one (1) employee may take leave at any one time, and any one (1) employee shall take no more than five (5) working days of this leave per year. The Union agrees to use this leave reasonably.

B. Employees returning from authorized leaves of absence, as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.

C. An employee who complies with all of the following requirements shall be entitled to a one hundred dollar (\$100) bonus if he/she earns an Associate's Degree, a two hundred dollar (\$200) bonus if he/she earns a Bachelor's Degree, and a three hundred dollar (\$300) bonus if he/she earns a Master's Degree. In order to be eligible for the bonus:

1. The degree received by the employee must be related to the employee's job with the Township. The Township shall have sole discretion to determine whether a degree is related to the employee's job.
2. The employee must notify the Township in writing at least ninety (90) days in advance of receiving the degree.
3. The employee must provide a copy of the degree to the Township within ten (10) days of receiving the degree.
4. The degree must be obtained after the execution of this agreement.

D. The bonus available to employees pursuant to this paragraph shall be paid by the Township within ninety (90) days after the above conditions have been met.

E. An employee who receives the advanced degree bonus must maintain employment with the Township for at least one (1) year after receiving the bonus. Where an employee's employment with the Township terminates prior to one (1) year, the employee must return the bonus he/she received within ten (10) days of termination or his/her final paycheck will be docked accordingly.

ARTICLE 16

DISCIPLINE

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

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

C. 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.

D. 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.

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

ARTICLE 17

HOURS OF WORK

A. All PSTs will work a four (4) day on and four (4) day off rotating schedule, assigned to work with either the Odd Side Patrol or Even Side Patrol, as set forth in Appendix A (Schedule and Bid Sheet).

B. PSTs will be assigned to a shift in the Director's sole discretion for the first year of their employment.

C. For all other PSTs, shifts shall be bid on seniority in PST job title basis. Shift Bidding will occur whenever a shift vacancy occurs and in November for the following calendar year. The PST will be given the opportunity to bid shift, but not side. These bids will take effect as of the first full tour in January, and shall remain in effect until the last full tour in December. Notwithstanding the foregoing, the Township shall retain the right to assign PSTs to shifts regardless of seniority when special skills, special abilities or training is required. The Director shall request voluntary shift reassignments. In the event there are no volunteers for said assignment the Director may, at his discretion, select the PSTs. The assignment shall be for a period not to exceed six (6) months or until the Director determines the need to be concluded.

D. Breaks:

- 1) Lunch Break – One (1) hour per day
- 2) Coffee Break – Thirty (30) minutes per day, to be broken into two (2) fifteen (15) minute breaks.

E. A meal allowance of \$20.00 will be provided after four (4) hours continuous work in excess of regularly scheduled shift, provided the employee works a minimum of 12 continuous hours.

F. Overtime:

- 1) To be paid at a rate of one and one half (1 ½) times the regular rate of pay when a PST works anything over their regularly scheduled shift.
- 2) All overtime shall be disbursed on a rotating seniority basis both for advanced Overtime and Call In Overtime. The overtime log should be utilized and kept up to date, whenever a PST is being called in.
- 3) If the overtime is expected to be 4 hours or less, then the PSTs currently working have the right of first acceptance, then the first shift coming in will be offered, then the off-duty side will be offered. If no one accepts the overtime assignment at that point, the Township can keep the on-duty personnel on to work the overtime assignment.
- 4) If the overtime is expected to be over 4 hours, the off-duty side PSTs have the right of first acceptance, and should be called in according to the overtime call in log. If unable to fill, then the PSTs currently working will be offered, then the first shift coming in will be offered. If no one accepts the overtime assignment at that point, the Township can keep the on-duty personnel on to work the overtime assignment.
- 5) All necessary overtime shall be given to PSTs and shall not be offered to Police Officers, Supervisors, or any other certified employees unless all PSTs refuse or are unavailable, and except in cases of emergencies as declared by the Business Administrator and/or by the Police Director.

ARTICLE 18

SALARIES

A. Salaries shall be as set forth in Appendix B (PST Pay Scale), effective and retroactive to the dates set forth therein.

B. Salary increases will be retroactive to July 1, 2020. Employees must be on the payroll at the time of payment and/or retired to be eligible for any retroactive payments.

ARTICLE 19

LONGEVITY PLAN

A. PSTs are not entitled to longevity payments.

B. Notwithstanding the foregoing paragraph, employees whose salaries had been previously adjusted by having their longevity rolled into their base pay are entitled to have such adjusted amounts follow them in the event they are promoted to any promotional positions within the bargaining unit.

ARTICLE 20

JOB DESCRIPTIONS

Employees' job descriptions shall be as set forth in the applicable Civil Service titles.

ARTICLE 21

PROMOTIONS

The Township agrees to create a promotional position of Senior PST, for employees in at least their 5th year of employment with the Township as a PST.

ARTICLE 22

CONTRACTING

There shall be no contracting out of any services performed by employees in the bargaining unit during the life of this Agreement.

ARTICLE 23

FAMILY LEAVE

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.

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

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 and personal days concurrently with any leave time granted pursuant to this Article for baby bonding, but employees may not use their sick time concurrently with any leave granted pursuant to this Article for baby bonding. Leave time granted pursuant to this Article for baby bonding must be taken consecutively.

While on qualifying leave, employees may also apply for New Jersey Family Leave Insurance benefits to bond with a newborn, newly adopted, newly placed foster child, or to provide care for a seriously ill or injured family member.

ARTICLE 24

JURY DUTY

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

ARTICLE 25

ARMED FORCES

An employee who is a member of the Armed Forces shall be granted such leave of absence for military service as is required by and in accordance with applicable State and Federal law.

ARTICLE 26

GENERAL PROVISIONS

A. A bulletin board will be made available by the Employer at each of the work locations for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. The Employer has the right to request that the Union remove material from the bulletin boards which is profane, obscene, defamatory of the Employer or its representatives, or which is otherwise in violation of this contract or other Township policies or procedures.

B. 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.

C. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, but not to discuss matters which are a grievance.

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

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

F. Any employee working in an acting capacity in a job level higher than his/her own shall be paid at least the entry level of the higher job classification providing that the entry level is at least six (6%) percent higher than his/her own pay rate, subject to the following:

1. Except in cases of emergencies, no employee may work out of title until approval is granted through the Business Administrator and a copy of that approval is given to the employee prior to the employee performing said work. In emergency situations, approval by the Business Administrator may be obtained after the fact but no later than two (2) weeks after the assignment begins.
2. That said assignment must be for at least one (1) week. Any calendar week which includes a holiday and thus consists of only four (4) work days will be considered one (1) week for purposes of out-of-title work. All layoffs, recalls and demotions will be in accordance with New Jersey Civil Service Laws and Regulations.

ARTICLE 27

MANAGEMENT RIGHTS

A. 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.

B. The Employer further reserves the right to control by way of a separate rule and/or regulation, in writing, the employees' use of Township vehicles, more specifically controlling the use of said vehicles so that the cost of operating same will be minimized.

C. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established, as same as provided for by statute. However, this provision shall not apply to any rules which have been held or may be held by the Courts not to be subject to negotiation.

ARTICLE 28

NO STRIKE CLAUSE

The Union shall not instigate, call, engage in, or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of the Township's service to the community.

ARTICLE 29

EMERGENCIES

In the event of an emergency, as determined by the Business Administrator, any PST who is unable to report to work will be paid for the day. Employees who do manage to get to work, and who do work, will receive a compensatory day off. The Business Administrator may declare a second emergency day during the year, in which case the same policy shall prevail. Any additional days of emergency which occur, the employee may charge his time off to any time on the books: personal days, vacation days, sick time, or compensatory time.

ARTICLE 30

PAYMENT OF SICK LEAVE ON RETIREMENT

A. For employees hired prior to June 24, 1999, at the time of death or retirement, the employee shall be entitled to payment for all accumulated unused sick leave, to be paid at the rate of one-half (1/2) of the rate of pay in effect on the date of retirement or death, up to a maximum of Fifteen Thousand (\$15,000) Dollars. All vacation time must be used prior to retirement in order to be eligible to receive sick leave payment except when approved by the Business Administrator upon recommendation of the Department Head for reasons of Township business.

B. For employees hired on or after June 24, 1999 the above provisions shall apply except that the maximum pay-out of sick time upon retirement shall be capped at Seven Thousand Five Hundred Dollars (\$7,500).

ARTICLE 31

TEMPORARY DISABILITY BENEFITS

The Employer agrees to provide Union members with temporary disability benefits, equal to the New Jersey State Disability Plan, at no cost to the employee.

ARTICLE 32

HEALTH BENEFITS

A. No medical, health or dental rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement, except as outlined below. These benefits include Hospitalization and Major Medical coverage in existence for covered employees on the effective date of this Agreement.

B. For the purpose of this Article, dependent shall be defined in accordance with law and past practice. The family deductible shall be met when any combination of insureds (employee or dependent) meet the deductible.

C. If an employee works 30 hours per week or more, he/she shall receive full major medical, hospitalization, and prescription benefits, and will be considered full and eligible for all health benefits.

D. 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.

E. 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 benefits details are available in the benefit grid, which reflects the current benefits.

F. 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, which reflects the current benefits.

G. Any employee who is out of work and receiving workers' compensation benefits shall not be required to pay his or her health benefits contribution during the period for which he or she is receiving workers' compensation benefits. The Township of Woodbridge will be responsible for the payment of health benefit contributions while an employee is receiving Worker's Compensation Benefits.

H. 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.

I. 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.

Effective January 1, 2021, the Township's prescription drug plan shall exclude the medications set forth in Appendix C (Preferred Drug List Exclusions). 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.

J. Retirees who retire with twenty-five (25) or more years of service are eligible

for medical and hospitalization benefits in retirement. 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. All other retirees shall be eligible for benefits under "COBRA" only.

The lifetime retiree maximum medical benefit for major medical under the Traditional/PPO plan shall be \$250,000 effective January 1, 2009. The lifetime retiree maximum medical benefit for major medical under the POS plan shall be \$1,000,000 effective January 1, 2009. 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. 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 retirees.

K. The 80th percentile Usual and Customary out-of-network payment schedule shall be replaced with an out-of-network payment schedule based on the 200% of Medicare fee standard.

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. 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 annual hearing aid examination up to a maximum of three hundred dollars (\$300.00) per employee.

N. The Township agrees to provide optical insurance for the employee and his/her 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 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.

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

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

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

S. Effective July 1, 2014, the Township agrees to increase coverage of lasik surgery by 5% of the current amount such that the average discount will be 15.75% of the usual and customary charges.

T. 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.

U. Employees and retirees shall make contributions at the 2019 Tier 4 Levels of Chapter 78 for the life of this contract. The 2019 contribution rates will stay in effect until a successor agreement is reached at which time if no agreement is reached on contributions, the health insurance contributions shall revert to the Tier 4 Chapter 78 levels upon implementation of the new agreement.

V. Since the Township is self-insured, “plan costs” shall be determined based upon COBRA rate equivalents.

ARTICLE 33

UNIFORMS

A. Initial uniforms will be issued by the Township at no cost to the PST. The uniform will be consistent with the most current version of WPD SOP 372.3.3 and/or the current version of such policy and procedure and any amendments made thereto.

B. The Uniform Allowance for PSTs shall be increased as follows:

Effective January 1, 2020 - \$950

Effective January 1, 2021 - \$1000

Effective January 1, 2022 - \$1050

Said allowance is to be paid May 30th of each year, and the employee must provide receipts to the Township by November 1st of year.

ARTICLE 34

PST RIGHTS

A. A personnel file shall be established and maintained for each Employee covered by this Agreement in accordance with the procedures used for other civilian personnel.

a. Upon advance written notice and at reasonable times, any PST may review his/her personnel file. However, this appointment for review must be made through the Director or his/her designated representative.

b. Whenever a written complaint concerning a PST is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the PST is given a copy of the complaint, the identification of the complainant shall be excised.

c. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed. Removal of any material from a personnel file by any PST shall subject that PST to appropriate disciplinary action.

B. Whenever a PST is subjected to interrogation for any reason which could lead to disciplinary action, the PST shall, prior to the interrogation, be informed of the nature of the investigation and the identity of the interrogating officer(s). The PST will be afforded an opportunity to consult with a union representative before being interrogated. To the extent possible, the interrogation shall be conducted at a reasonable hour, preferably while the PST is on duty. The interrogation will be reasonable in duration and shall include rest periods, if necessary. A complete record of the interrogation may be kept at the request of either party and at the requesting party's

expense. Failure to answer questions truthfully could result in disciplinary action up to and including termination.

C. All job related training, e.g. CPR, BTC, EMD, and CTO in-services and refreshers will be furnished by the Township.

ARTICLE 35

SEVERANCE PAY

If for any reason work or services provided by members of this bargaining unit are abolished or discontinued as a service to the Township of Woodbridge, for the purposes of contracting privately for all or part of said service, those employees who will be discharged without cause, other than the abolishment of said work or services, and having completed five (5) years of satisfactory employment with the Township shall receive severance compensation at the rate of Six Hundred (\$600.00) Dollars for each year of continued service and major part of year thereof.

ARTICLE 36

DRUG AND ALCOHOL POLICY

Employees shall be subject to the Township's Alcohol and Drug Free Workplace Policy.

ARTICLE 37

DURATION

A. This Agreement shall be effective as of the 1ST day of July, 2020 and shall remain in full force and effect until the 30th day of June, 2023. 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 no 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.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day
of _____, 2021.

FOR THE EMPLOYER:

TOWNSHIP OF WOODBRIDGE

Attest:

By: _____
Business Administrator

FOR THE UNION:

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, Local 3044-1

Attest:

By: _____

APPENDIX A

WOODBIDGE POLICE DEPARTMENT PST WORK SCHEDULE/BID SHEET

SIDE	DAY 1	DAY 2	DAY 3	DAY 4
O/E	0600-1245	0600 - 1800	0600 - 1800	0600 - 1800
O/E	0600 - 1800	1115 - 1800	0600 - 1800	0600 - 1800
O/E	0600 - 1800	0600 - 1800	1115 - 1800	0600 - 1800
O/E	0600 - 1800	0600 - 1800	0600 - 1800	1115 - 1800
O/E	0900 - 1940	0900 - 1940	0900 - 1940	0900 - 1940
O/E	1245 - 2320	1245 - 2320	1245 - 2320	1245 - 2320
O/E	2315 - 0600	1800 - 0600	1800 - 0600	1800 - 0600
O/E	1800 - 0600	2315 - 0600	1800 - 0600	1800 - 0600
O/E	1800 - 0600	1800 - 0600	2315 - 0600	1800 - 0600
O/E	1800 - 0600	1800 - 0600	1800 - 0600	2315 - 0600
O/E	1920 - 0600	1920 - 0600	1920 - 0600	1920 - 0600

The asterisk “*” denotes the swing shifts (i.e., the second 0900-1940 shift and the second 1920-0600 shift), which can be changed unilaterally by management to fill foreseeable PST shortages.

DISPATCHERS DESIGNATED (O) WILL WORK WITH ODD SIDE PATROL SQUAD

DISPATCHERS DESIGNATED (E) WILL WORK WITH EVEN SIDE PATROL SQUAD

See attached Schedule and Bid Sheet.

APPENDIX B

PST PAY SCALE

Salaries shall be effective and retroactive to the following dates:

	July 1, 2020	July 1, 2021	July 1, 2022
Start	\$40,658	\$41,431	\$42,218
1 st Year	\$48,912	\$49,841	\$50,788
3 rd Year	\$57,574	\$58,667	\$59,782
5 th Year (Senior)	\$65,216	\$66,455	\$67,718
7 th Year (Senior + 2)	\$70,209	\$71,543	\$72,902
9 th Year (Senior + 4)	\$73,368	\$74,762	\$76,182

APPENDIX C

2021 PREFERRED DRUG LIST EXCLUSIONS