

AGREEMENT BETWEEN

THE CITY OF WOODBURY and LOCAL 360 UNITED FOOD AND COMMERCIAL

WORKERS UNION

ADMINISTRATIVE and CLERICAL EMPLOYEES



EFFECTIVE: JANUARY 1, 2023

EXPIRATION: DECEMBER 31, 2027

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AGREEMENT

THIS AGREEMENT, with an effective date as of the 1st day of January, 2023, by and between City of Woodbury (hereinafter referred to as "City") and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 360 (hereinafter referred to as "UNION") chartered by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION affiliated with AFL-CIO, CLC.

ARTICLE 1 – PURPOSE

The City and the Union actively participated in joint negotiations through their authorized negotiating representatives with the purpose of promoting harmonious relations between the City and the Union, establishing an equitable procedure for the resolution of differences and establishing rates of pay, hours of work, and other conditions of employment. These negotiations have resulted in this Agreement establishing mutually satisfactory terms and conditions of employment, as more particularly hereinafter set forth.

ARTICLE 2 – RECOGNITION

A. The employer recognizes the Union as the exclusive representative of all full-time and regular part-time administrative and clerical employees in the City of Woodbury.

Excluded: All managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, professional employees, police, casual employees, and all other employees employed by the City of Woodbury. It is understood that upon exceeding six (6) consecutive months of full-time employment in any one calendar year period, an employee shall attain the status of full-time and be included in the unit.

B. This Agreement shall be applicable to those classifications set forth in ARTICLE 27 (Rates of Pay) and to such additional classifications as the parties may agree to in the future. The City agrees to negotiate appropriate wage rates for any new position created within the bargaining unit. Any dispute over inclusion of a title in the unit shall be resolved by PERC.

C. Work performed under the community service program will not result in loss of employment or loss of regularly scheduled hours of bargaining unit employees.

ARTICLE 3 – MANAGEMENT RIGHTS

A. The employer hereby retains and reserves unto itself, without limitation, all powers rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

C. Except to the specific extent set forth herein, nothing contained in this Agreement shall be construed to deny or restrict the employer of its right, responsibility or discretion to hire, fire, transfer and otherwise direct the work force, to determine the amount, quality and quantity of the work to be performed, and the schedule for its performance, to subcontract and/or discontinue operations, to establish, consolidate or eliminate positions, for economic or other good reason, and to promulgate work rules, rules of procedure and rules of operation.

ARTICLE 4 – MAINTENANCE OF WORK OPERATIONS

A. The Union agrees that neither the Union nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any employee taking part in, any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action during the term of this Agreement, it is agreed that participation in any such activity by an employee may be deemed grounds for imposition of appropriate disciplinary action against such employee, including discharge.

C. The Union agrees that it will take all reasonable steps to prevent unit members from

participating in any strike, work stoppage, slow-down, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees during the term of this Agreement.

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

ARTICLE 5 – UNION ACTIVITIES

A. There shall be no discrimination against any employee because of union membership or non-membership, or because of activities in favor of, or against, the Union.

B. The Union shall be permitted to use one bulletin board for official union notices in the employee break area in the Administration building, one (1) in the Public Works Department, and one (1) in the Police Department.

C. The Union will furnish the employer with the name of the union steward, which may be changed from time to time as necessary.

D. The shop steward shall handle union representation matters during non-work time unless otherwise mutually agreed by the parties. If management, in its discretion, does not agree to process a grievance during the work day, then management will be available to the shop steward for grievance processing either immediately before or after working hours.

E. Nothing herein shall restrict the Business Agent from discussing grievances and/or other contract related matters with management during working hours, subject, however, to the requirement that any such discussions shall not interfere with the normal operation of the department.

ARTICLE 6 – GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding grievances relating

to the terms and conditions of employment. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation of application of any of the provisions of this Agreement. The term "the Union" under this Article shall mean Union Representative. Both parties agree that these proceedings will be kept as informal and confidential as possible at all levels of the procedure.

B. Procedure

1. Time Limit – The number of days indicated at each level, should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Specified Time Limits:
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed as a denial of the grievance, permitting the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - b. Days shall mean work days for the purpose of time limits for the filing and processing of grievances.

C. Processing:

LEVEL ONE: SUPERVISOR

A grievance must be submitted in writing within ten (10) working days of its occurrence and submitting it to the Administrator or designee. The grievance shall include the nature of the grievance, the union's position and the remedy sought.

The Superintendent shall render his decision, in writing, with a copy to the Union, within seven (7) work days of the submission of the written grievance to him.

LEVEL TWO: ADMINISTRATOR

The grievant may appeal the designee's decision to the Administrator within seven (7) work days of the denial of the grievance by the Superintendent. The appeal must be in writing and it must note the dissatisfaction with decision previously rendered. The Administrator

shall meet with the Union and then communicate his decision in writing to the grievant and the Union within seven (7) work days of its submission.

LEVEL THREE: ARBITRATION

If the Union is not satisfied with the disposition of the grievance at Level Three, the Union may proceed to mediation prior to going to binding arbitration by giving written notice thereof to the Administrator within twenty (20) work days from the date of the issuance of the Administrator's decision.

The binding arbitrator shall be appointed pursuant to the procedures of the Public Employment Relations Commission. Nothing herein shall preclude the parties from agreeing to the appointment of a mutually agreeable binding arbitrator.

D. Limitations:

1. The binding arbitrator shall be limited to hearing and deciding only one grievance and shall neither hear nor decide multiple claims without the express written agreement of the parties.
2. The jurisdiction of the binding arbitrator shall be limited to those matters within the specific terms of this Agreement. The binding arbitrator shall first rule on the timeliness and arbitrability of the grievance under the contract, if so requested by either party.
3. The binding arbitrator shall limit the hearing to the issue submitted and shall consider no other material or evidence. The binding arbitrator shall have no power to make an award inconsistent with law or the provisions of this Agreement. The award can add nothing to, nor subtract anything from the Agreement.
4. Any claims, excluding claims for back wages, shall be valid from the date the grievance was first filed with the Supervisor. Claims for back wages shall be valid from the date of entitlement.
5. The award shall be issued within twenty-five (25) calendar days of the close of the hearing and shall be binding, subject to confirmation at the discretion of the City

E. Cost:

Each party will bear its own costs of case preparation and presentation. The fees and expenses of the binding arbitrator are the only costs which will be shared by the parties and such costs will be shared equally.

F. General Provisions

1. The filing or pendency of any grievance shall not impede the normal management and continuing operation of the department. Employees shall not refuse to perform any duty or assignment based upon the pendency of any grievance.
2. All parties and employees will cooperate in investigating and providing pertinent information concerning a grievance being processed.
3. Arbitration proceedings shall be conducted at mutually agreed upon times.

G. Notwithstanding anything to the contrary in this Article, and provided that there is no alternate statutory remedy, arbitration with respect to disciplinary matters shall be final and binding, and not advisory. As an alternative, provided that there is mutual consent, the parties may elect to proceed with binding mediation of disciplinary disputes through the Federal Mediation and Conciliation Service. With respect to any such disciplinary dispute, the arbitrator (or mediator) shall first determine the question of jurisdiction and whether the matter in issue constitutes discipline.

ARTICLE 7 – PROBATIONARY PERIOD

A. All full-time and regular part-time employees shall serve a three (3) month probationary period from their date of hire. The determination of extension of the probationary period will be determined with mutual agreement between the Union and the Administrator. During the probationary period, the employer shall have the right to discipline and/or dismiss the employee and such action shall not be subject to appeal. Notice will be given to the employee, Union and/or Shop Steward when an employee's probationary period is extended or completed. An inadvertent failure to give notice shall not invalidate an extension or create any additional rights.

ARTICLE 8 – SENIORITY

A. Seniority is defined as the employee's continuous unbroken length of service with the employer beginning with the most recent date of hire. Seniority lists shall be established by the City one (1) time each year and submitted to the Local Union.

B. When a position becomes available, it shall be posted and bid by employees within the City. Permanent vacancies and new positions shall be filled by seniority, provided they have the qualifications and ability to do the work involved and are equal qualifications to either applicants.

1. A list shall be maintained by the City and copied to the Union indicating the number of permanent vacancies available. Such permanent vacancies shall be opened for bid by all employees based upon seniority and the ability to do the work.
2. In filling a vacancy or new position, if it should become necessary to bypass an employee, the reasons for the denial shall be given in writing to such employee with a copy to the Union. The employee who was bypassed then shall have the right to appeal the action through the grievance procedure.

C. Seniority shall be maintained during approved leaves of absence.

D. When two (2) or more employees are hired on the same date, a lottery shall be held to determine permanent seniority status with the Employer.

ARTICLE 9 – LAYOFF

In case of an economically based demotion or layoff the most senior person will be retained. The City shall give two weeks' notice to the Union and to the employee of an intended layoff. Recall from layoff shall be in inverse order of layoff, provided, however, the employee is qualified to perform the work. Recall rights shall expire within eighteen (18) months from the layoff.

ARTICLE 10 – HOURS AND OVERTIME

A. The basic work week shall consist of thirty-five (35) hours, with such shifts as scheduled by the City.

B. The basic work week for employees shall be five (5) consecutive days, Monday through Friday, 8:30 am – 4:30 pm for the Administration Building, 8:00 am – 4:00 pm for the Police Department and 7:00 am – 3:00 pm for the Public Works employees, except during the summer months which will be 6:00 am – 2:00 pm with two (2) fifteen (15) minute breaks and one thirty (30) minute lunch break.

C. The overtime rate of time and one half (1 ½) of the employee's straight time hourly rate shall be paid for all hours worked in excess of thirty-five (35) hours in one week. Actual time worked on Saturdays, Sundays and holidays, which time is not included within the employee's regularly scheduled work week, shall be compensated at the overtime rate.

D. For purposes of overtime calculation, holiday, vacation, personal and sick time, shall be counted as time worked. However, employees may not combine benefit time and work time during the same day in order to earn more than eight (8) hours at the straight time rate.

E. Scheduled overtime work shall be rotated by seniority in the job classification within which the overtime opportunity exists. This provision shall not apply to employees held over on the job past quitting time in order to complete an assignment.

F. There shall be no pyramiding of overtime or other premium pay. In no case will an employee be compensated at more than eight (8) hours at the straight time rate for use of a benefit day.

G. Employees shall be entitled to two (2) fifteen (15) minute breaks.

H. All Employees shall receive an additional pay check in the calendar years when twenty seven (27) pay periods occur. The amount of the 27th pay will be calculated by dividing the annual contractual salary listed in ARTICLE 26 by 26.

ARTICLE 11 – PERSONNEL FILES

Employees desiring to inspect their personnel file shall submit a written request to set up an appointment for inspection. Inspections shall not be scheduled during working hours, however, arrangements will be made by the employer to make sure that the records are available for the employee's inspection after work hours.

ARTICLE 12 – WORK RULES

A. The employer may establish reasonable and necessary rules of work and conduct for employees. New rules or modification of existing rules shall be discussed with the Union prior to implementation.

B. Employees shall at all times follow all designated safety rules and procedures. An employee who is injured in the performance of his duties or during the work day shall immediately report the accident to the supervisor.

C. The employer shall maintain safe working conditions and will provide any necessary safety related equipment.

D. Existing personnel policies and work rules shall remain in effect except where specifically superseded by the terms of this Agreement.

ARTICLE 13 – EMERGENCY CALL IN PAY

A. An employee who, upon the City's request, returns to work after completion of his/her regular shift, shall be guaranteed not less than two (2) hours call in pay, regardless of the number of hours actually worked.

B. Emergency Closing: If a state of emergency covering Woodbury is declared by the Mayor of the City of Woodbury, and/or the City Administrator, due to inclement weather or other emergency which is expected to cause imminently hazardous travel conditions, employees may be excused from work without loss of pay. Employees who are required to work in the above cases while the rest of the work force is excused, shall be compensated at the rate of one and one-half (1-1/2) times the employees' hourly rate for all hours worked.

ARTICLE 14 – DISCIPLINE

A. Employees may be disciplined or discharged for conduct which is inconsistent with their status and obligations as City employees, or for conduct which violates commonly accepted standards of behavior. Some, but not all of the reasons, which may result in discipline or discharge, include the following:

1. Neglect of, or refusal to perform, assigned duties.

2. Dishonesty (including theft of property, falsification of time records, punching another employees' time card, arranging to have the employee's time card punched by another and deception concerning any fringe benefit).
3. Damage, defacement or other abuse of property or equipment.
4. Fighting or abusive conduct.
5. Creating hazards of fire, safety or health.
6. Possession, use, transfer or sale of, or being under the influence of, or impaired by, drugs or alcohol.
7. Incompetency, inefficiency or failure to perform assigned work in a satisfactory manner.
8. Unexcused, excessive or chronic absences and/or tardiness.
9. Violation of any of the provisions of the City's rules and regulations, or other statutes relating to the employment of public employees.
10. Conduct unbecoming an employee of the City.
11. Insubordination.

B. No employee shall be disciplined without just cause. Copies of written notification of disciplinary action shall be supplied to the affected employee and to the Union.

C. Upon request, an employee shall be entitled to the presence of a union representative in any investigatory interview.

ARTICLE 15 – JURY DUTY

Employees required to appear for jury duty shall be given time off without loss of pay in accordance with applicable law. The employee shall turn in to the employer upon receipt any payment received for jury duty along with the appropriate confirming documentation of jury duty. Failure to comply with this obligation shall result in a disallowance of the benefit. The employee shall report to work on any jury service day on which he is able to work at least one half of his normal shift.

ARTICLE 16 – BEREAVEMENT LEAVE

Five (5) days

1. Employee's spouse.
2. Employee's children and step children.
3. Employee's parents, foster parents, and step parents.
4. Parents of Employees' spouse and step parents.

Three (3) days

5. Employee's brother or sister or spouse's brother or sister.
6. Employee's grandparents or grandchildren
 - (a) In the event of death of an aunt or uncle a member shall be entitled to one (1) full day with pay to attend the funeral.
 - (b) The employee will not receive pay if he/she was scheduled off during this period.
 - (c) A request for time off for any reason not covered by these regulations shall be made to the department head and it shall be his responsibility to approve or reject the request. If such a request is granted, it shall be so noted on the employee's record.
 - (d) Qualifying leave under the Family and Medical Leave Act shall be as set forth in the Personnel Policies of the City of Woodbury.

ARTICLE 17 – LEAVE OF ABSENCE

A leave of absence without pay may be requested by an employee, who will submit in writing all facts bearing on the request to their supervisor, who will append his/her recommendation and forward the request to the Administrator.

The request will be granted or denied, at the discretion of the City. Such leaves of absence may be granted for periods not to exceed six (6) months. A leave of absence may be extended for an additional period, not to exceed six (6) months, also at the discretion of the City.

A leave of absence shall only be granted for good cause. No benefits or salary shall be provided by the City during such period and any guarantee of a position upon return to employment shall exist for only the initial six (6) month period of leave. Thereafter, no guarantee shall exist. All leaves paid or unpaid granted under this Agreement, shall run concurrent to the Family Medical Leave Act (FLMA) where applicable.

ARTICLE 18 – MILITARY LEAVE

Leaves of absence for military training or service shall be granted in accordance with law. Employees receiving orders to report for training or service shall immediately advise the Superintendent upon receipt of the orders.

Employees returning from military service shall be restored to work and have their wages and classification determined by the then existing laws provided they apply for work within the required period.

ARTICLE 19 – SALARY DEDUCTIONS

The employer agrees to deduct authorized credit union payments from the wages of employees upon receipt of proper written authorization. All such deductions and remittances shall be forwarded to the credit union office on an established periodic basis.

It is further recognized that the Union has a Political Action Committee and is entitled to voluntary contributions by its members. Upon receipt of a proper written authorization from an employee, the Employer agrees to deduct weekly contributions in the amount specified of said employee.

ARTICLE 20 – SICK LEAVE

A. Effective January 1, 2019, eligibility for sick leave shall be granted to all full-time and permanent part-time employees covered by this Agreement, who have completed thirty (30) days of continuous and exclusive service to the City from their date of hire. Sick leave may be taken in two (2) hour increments.

Employees shall receive an annual sick leave allowance of nine (9) days per calendar year. A doctor's note will be required after three consecutive days of absence. Sick time shall count towards time worked for the purpose of overtime.

B. Employees hired prior to May 22, 2010, at the end of each calendar year, the employee will be entitled to buy back up to five (5) days of accumulated sick leave not previously used at the current rate of pay.

ARTICLE 21 – TEMPORARY DISABILITY

A. TEMPORARY DISABILITY: Upon five (5) days of continuous absence due to illness or accidental injury, which is documented by a physician's report, an eligible employee will be entitled to the following benefits according to years of service. No employee shall return to work without a physician's report stating the employee is capable to resume their duties.

YEARS OF SERVICE		WEEKS AT	WEEKS AT	TOTAL WEEKS
At Least	Less Than	Full Salary	½ Salary	Coverage
1	2	4	2	6
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30 & Over		20	32	52

B. Such benefits shall continue for the period of time of disability. Upon return to employment and service for one (1) continuous year, an employee will re-qualify for full coverage above.

ARTICLE 22 – HOLIDAYS

A. During the term of this Agreement, the following holidays, or the days observed as such, shall be celebrated as holidays for all employees;

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Martin Luther King Day	Veteran's Day
Good Friday	Election Day*
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Juneteenth**	Christmas Day

* Election Day shall be a floating Holiday, which will be used at the discretion of the employee.

**Juneteenth will be celebrated on the third Friday in June

B. Work performed on the above holidays shall be compensated at time and one-half (1 ½) the employee's hourly rate.

C. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday.

D. In order to be eligible for holiday pay, the employee must work his/her scheduled work day before and his/her scheduled work day after the holiday unless the employee is on an approved leave.

E. Any holiday declared by the Federal or State Government may be observed and compensated as such by the City of Woodbury, subject to local government approval.

ARTICLE 23 – PERSONAL LEAVE

A. All employees shall be entitled to two (2) non-accumulative personal leave days without refund, within each calendar year. Permission to use a personal day must be requested in writing, at least two (2) days in advance, except in the case of an emergency.

ARTICLE 24 – VACATION

A. Vacation Leave

1. One (1) working days of vacation credit for each month of service from the date of employment up to and including December 31, next following the date of employment. (Total vacation days shall not exceed ten (10) working days in the first year.) Effective January 1, 2023
2. At one (1) year of continuous service – fifteen (15) days of vacation
3. At five (5) years of continuous service – twenty (20) days of vacation
4. At ten (10) years of continuous service – twenty-one (21) days per year, and one (1) additional day each year thereafter, up to a total of twenty-five (25) days per calendar year.

B. Years of service shall be calculated in accordance with continuous seniority.

C. After an employee has qualified for his/her first vacation, all future vacations shall be governed by the calendar year. Vacation credit must be taken during the year in which it is earned. When an employee is separated from the City, any unearned portion of used vacation shall be deducted from terminal pay.

D. An employee's preference for vacation time will be given full consideration, subject to the operational needs of the Department. Approval shall be determined by seniority, rotation and the time of the year that the vacation is to be taken. In the event of permanent separation from employment for reasons other than willful misconduct, the employee shall be entitled to terminal vacation pay on a prorata basis in proportion to the work year completed as of the date of separation.

E. If a holiday occurs during a vacation period, additional time shall be granted.

F. Part-time employees shall be entitled to vacation benefits on a pro-rated basis.

G. Employees hired on or after May 22, 2010, shall be entitled to buy back up to five (5) days of vacation at the end of each calendar year. This sellback of vacation days shall be paid out in January of the following calendar year.

H. In the year of retirement, (with 25 years of service), and provided the employee works at least one half of the work year, the employee shall be entitled to the full year vacation benefit without proration. If the employee works less than one half of the work year, the benefit shall be prorated to the date of retirement.

ARTICLE 25 – HEALTH BENEFITS

SECTION 1 – (a) Medical Plan: The City agrees to provide and pay the premium, subject to employee contributions set forth herein, for the New Jersey Direct 15 Plan, as presently offered under the New Jersey State Health Benefits Plan, or other insurance equal in coverage ("the benchmark plan"), for all employees, their spouse and eligible dependents. Employees can enroll in an available alternate plan offered under the State Health Benefits Plan by paying the difference in cost, if any, between the alternate plan and the benchmark plan.

All active employees who have not withdrawn from the City's health insurance program shall contribute towards the cost of health insurance, in accordance with the provisions of P.L.

2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall cease upon the employees retirement, at which time all employees with less than 20 years of creditable service in one or more State or locally-administered retirement systems, as of June 28, 2011, shall be required to make health benefit contributions during retirement, in accordance with the terms of P.L. 2011, Chapter 78.

Pursuant to P.L. 2011, Chapter 78, the City shall establish a flexible spending account to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefit plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

(b) Dental Plan: The City shall provide any of the dental benefit plans offered through the New Jersey State Dental Plan.

(c) Prescription Plan: The City shall provide prescription coverage for all employees, their spouses and eligible dependents, with benefits and prescription co-payments as presently offered under the New Jersey State Health Benefits Plan or another plan equal in coverage.

(d) Employees who retire with twenty-five (25) years of service to the City of Woodbury may continue to receive paid health insurance coverage. All eligible employees hired after January 1, 2014 will, upon retirement with the City, be eligible for single coverage benefits only.

ARTICLE 26 – RATES OF PAY

A. Effective January 1, 2023, all current employees shall be slotted into the new wage scales listed below and then, receive the remaining wage increases. :

	1-1-2023	1-1-2024	1-1-2025	1-1-2026		1-1-2027
<u>City Hall Admin Asst.</u>	<u>\$42,500.00</u>	<u>\$43,350.00</u>	<u>\$44,217.00</u>	<u>\$45,322.00</u>	Start	<u>\$44,505.00</u>
					3 years	<u>\$46,912.00</u>
					5 years	<u>\$48,319.00</u>
<u>Asst. Mun Fin Ofc</u>	<u>\$53,444.00</u>	<u>\$54,513.00</u>	<u>\$55,603.00</u>	<u>\$56,993.00</u>	Start	<u>\$56,222.00</u>
					3 years	<u>\$58,992.00</u>
					5 years	<u>\$60,762.00</u>
<u>Tax & Utility Clerk</u>	<u>\$42,325.00</u>	<u>\$43,172.00</u>	<u>\$44,035.00</u>	<u>\$45,136.00</u>	Start	<u>\$44,317.00</u>
					3 years	<u>\$46,719.00</u>
					5 years	<u>\$48,121.00</u>
<u>W&S Meter Coord</u>						
<u>& Asst. Billing Clerk</u>	<u>\$53,186.00</u>	<u>\$54,250.00</u>	<u>\$55,335.00</u>	<u>\$56,718.00</u>	Start	<u>\$55,946.00</u>
					3 years	<u>\$58,707.00</u>
					5 years	<u>\$60,468.00</u>
<u>Admin Secretary</u>						
<u>& Bd of Health Sec</u>	<u>\$56,070.00</u>	<u>\$57,191.00</u>	<u>\$58,335.00</u>	<u>\$59,973.00</u>	Start	<u>\$59,035.00</u>
					3 years	<u>\$61,891.00</u>
					5 years	<u>\$63,748.00</u>
<u>Police Clerk</u>	<u>\$48,643.00</u>	<u>\$49,616.00</u>	<u>\$50,608.00</u>	<u>\$51,873.00</u>	Start	<u>\$51,081.00</u>
					3 years	<u>\$53,692.00</u>
					5 years	<u>\$55,303.00</u>
<u>Police Admin Asst</u>	<u>\$43,500.00</u>	<u>\$44,370.00</u>	<u>\$45,257.00</u>	<u>\$46,388.00</u>	Start	<u>\$45,576.00</u>
					3 years	<u>\$48,016.00</u>
					5 years	<u>\$49,456.00</u>
<u>Housing Official &</u>						
<u>Code Enforcement</u>	<u>\$48,871.00</u>	<u>\$49,848.00</u>	<u>\$50,845.00</u>	<u>\$52,116.00</u>	Start	<u>\$51,327.00</u>
					3 years	<u>\$53,945.00</u>
					5 years	<u>\$55,563.00</u>

Any employee promoted to a different position at the City shall receive credit for years of service towards the Step Levels that begin on 1-1-2027.

During the term of this agreement, if the City of Woodbury merges with, or enters into a shared services agreement with any other jurisdiction designed to expand police coverage to territorial limits beyond Woodbury, the parties agree to reopen this Agreement for purposes of renegotiating existing wages and benefits.

ARTICLE 27 – TUITION REIMBURSEMENT –

Full-time employees shall be eligible for tuition reimbursement for any course of study relevant to the employee's duties and responsibilities as a City employee or to the duties and responsibilities of any department position to which the employee may reasonably seek promotion. In order to be eligible for reimbursement, the employee must obtain the City's written approval prior to enrollment in the course. No reimbursement shall be made unless the employee has obtained prior approval, completes the course and receives a passing grade.

ARTICLE 28 – SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions covered in this Agreement shall continue in full force and effect.

ARTICLE 29 – CHECK OFF AND AGENCY SHOP

A. The City agrees to check-off initiation fees and regular union dues, upon receipt of a lawful check-off authorization, executed by the employee, authorizing that such deductions are to be made.

B. The City agrees to deduct dues from the earnings of employees who become members of the Union upon receipt of a lawful check-off authorization, executed by the employee, authorizing that such deductions are to be made.

C. The Union shall certify to the City the amount of regular union dues and fees to be deducted pursuant to the check-off authorizations under this Article. Said deductions shall be on a bi-weekly basis and remitted to the Union on a monthly basis.

D. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of State law.

F. It is further recognized that the Union has a Political Action Committee and may request voluntary contributions from its members. Upon receipt of a lawful written authorization from an employee, the City agrees to deduct and remit such payments from wages as are authorized in writing by the employee.

G. The Union agrees to indemnify and save the City harmless against any and all claims, demands, suit or liability that might arise out of, or by reason of, action taken or not taken in respect to all actions and deductions made pursuant to the provisions of this Agreement.

ARTICLE 30 – RETIREMENT

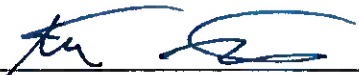
Employees participating as members of the PERS retirement system shall be entitled to all rights and benefits of said program.

Medicare Reimbursement – Current retirees when they hit the age of 65 and Medicare eligible, will receive Medicare Part D reimbursement for the retiree only and extend to the death of spouse upon death of the retiree. Those current employees with the twenty-five (25) years of service on November 27, 2018, and who will file for PERS Pension Retirement from the City of Woodbury will also be eligible to receive Medicare Part D reimbursement for the retiree only, and shall cease upon the death of the retiree.

ARTICLE 31 – DURATION

This Agreement shall be effective as of January 1, 2023, and shall continue in effect until December 31, 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.



UFCW LOCAL 360

4-27-2023

DATE



CITY OF WOODBURY

4/27/2023

DATE