

RESOLUTION

WHEREAS, the Township of Edison and Teamsters Local #469 are parties to a collective negotiations agreement covering the period January 1, 2007 to December 31, 2011, which has expired; and

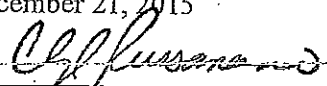
WHEREAS, the Township and Teamsters Local #469 have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor agreement; and

WHEREAS, the Township and Teamsters Local#469 have reached an understanding on terms and conditions for a new agreement subject to ratification by the Township and approval by the Governing Body; and

WHEREAS, the terms and conditions for a new agreement have been ratified by the membership of Teamsters Local #469.

NOW THEREFORE BE IT RESOLVED that the Council hereby accepts and ratifies the attached Collective Negotiations Agreement relative to Teamsters Local #469 for the period January 1, 2012 through December 31, 2017.

THIS IS TO CERTIFY that this is a true and compared copy of a Resolution adopted by the Municipal Council of the Township of Edison at their Regular Meeting of December 21, 2015


Cheryl Russomanno, RMC
Municipal Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWNSHIP OF EDISON

AND

TEAMSTERS LOCAL UNION NO. 469
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

January 1, 2012 to December 31, 2017

TABLE OF CONTENTS

AGREEMENT 3

ARTICLE I..... 3
RECOGNITION..... 3

ARTICLE II..... 3
UNION SECURITY 3

ARTICLE III..... 4
GRIEVANCE PROCEDURE 4

ARTICLE IV..... 6
SENIORITY..... 6

ARTICLE V 8
HOLIDAYS..... 8

ARTICLE VI..... 8
VACATIONS..... 8

ARTICLE VII 10
LEAVES 10

ARTICLE VIII..... 11
MEDICAL INSURANCE 11

ARTICLE IX..... 14
DISCHARGE AND TERMINATION..... 14

ARTICLE X 15
GENERAL 15

ARTICLE XI..... 15
LONGEVITY..... 15

ARTICLE XII 16
HOURS OF WORK AND OVERTIME..... 16

ARTICLE XIII..... 17
MANAGEMENT RIGHTS 17

ARTICLE XIV 18
MISCELLANEOUS 18

ARTICLE XV..... 19
VETERANS RIGHTS AND BENEFITS..... 19

ARTICLE XVI..... 19
FULLY BARGAINED PROVISION..... 19

ARTICLE XVII 19
DRIVE 19

ARTICLE XVIII..... 20
WAGES 20

ARTICLE XVII 20
DURATION OF AGREEMENT..... 20

AGREEMENT

This agreement made this first day of January, 2012 by and between the Township of Edison, and Teamsters Local Union No. 469, affiliated with the International Brotherhood of Teamsters, with its principal place of business at 3400 Highway 35, Suite 7, Hazlet, New Jersey, hereinafter called "the Union," for and on behalf of its members, now employed or hereafter to be employed by the Employer and collectively designated as Employees of the Public Works Department.

ARTICLE I

RECOGNITION

SECTION 1 - The Township of Edison hereby recognizes the Union as the sole and exclusive bargaining agent for all Employees now employed or to be employed in the Public Works Department, excluding the Sewer Division, supervisors, office and clerical employees of the Township of Edison in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

SECTION 2 - Wherever used herein, the term Employees shall mean and be constructed as only referring to Township of Edison Public Works Department Employees stated in Section 1 and covered in this agreement.

ARTICLE II

UNION SECURITY

SECTION 1 - The Township agrees that it will give effect to the following forms of Union Security. All present Employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing, provided said members agree that they wish to join the Union and maintain membership.

For Employees who have not signed and submitted to the Township a written authorization allowing the deduction of regular union dues, initiation fees, and assessments, the Township shall deduct from the wages of such Employees eight-five percent (85%) of the Union dues, initiation fees and assessments to the extent allowed under New Jersey law. Such deductions shall be made in the last pay day of each month and shall be forwarded to the union no later than the tenth day of the following month. The Union is required to notify the Township of the amount of dues to be deducted from the Employees' salaries and notify the Township of any changes in fees thirty (30) days prior to said change. The Union agrees to indemnify and save the Township harmless from any suit or liability arising because of action taken or not taken by the township pursuant to this article.

SECTION 2 - It is agreed that at the time of hiring, the Township of Edison will inform the newly hired Employees who fall within the bargaining unit that they shall join the Union thirty-

one (31) days thereafter. However, said newly hired Employee may be discharged without cause for a period of one (1) ninety (90) days from the date of employment.

SECTION 3 -

- a. The Township hereby agrees to deduct from the wages of Employees by means of a check-off, the dues uniformly required by the Union pursuant to the provisions of N.J.S. 52:14-15.9E. The Township, after receipt of written authorization from each individual Employee, agrees to deduct from salaries of said Employee their monthly dues and initiation fees. Such deductions shall be made from every pay for the fifty-two (52) weeks of the year in equal deductions.
- b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made. Dues deductions shall be paid to the union office in one monthly payment.
- c. The Employer agrees to forward the full name and address for all new Employees who become eligible for membership and for whom initiation fee is deducted. The Employer further agrees to notify the Union in the event dues for an Employee cannot be deducted from the designated salary and the reason thereof.

SECTION 4 - No Employee shall make or be requested to make any agreement, or enter into any understanding inconsistent or conflicting with the terms of this Agreement.

SECTION 5 - The Employer will continue a weekly pay schedule for the Employees of this bargaining unit, unless mutually agreed upon.

SECTION 6 - It is hereby agreed by the Director of Public Works and the Union that upon request of the Union Business Agent, and upon reasonable notice, the Director of Public Works shall release a Shop Steward or Stewards to attend to Union business matters and activities off premises. The past procedure for the handling of on premises matters by Union Stewards shall continue in full force and effect as heretofore.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1 - A grievance shall be a claim made by an Employee that said Employee has been harmed by the interpretation or application of this agreement.

SECTION 2 - A grievance to be considered under this procedure must be initiated in writing within ten (10) working days from the time when the cause for the grievance occurred and the procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

SECTION 3 – Procedure

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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 as a waiver of further appeal of the decision.
- b. The grievance must be instituted and served upon the Employee's Supervisor within ten (10) days from the time when the cause for the grievance occurred.
- c. If no satisfactory settlement is reached within ten (10) days, then the Business Agent shall appeal the grievance to the Department Head.
- d. If the decision given by the Department Head to the Business Agent does not satisfactorily settle the grievance, the Business Agent shall appeal, and serve, within ten (10) day, such grievance upon the Business Administrator. The Business Administrator shall give a written decision within twenty (20) working days thereafter.
- e. The Business Agent may file for arbitration with the New Jersey Public Employment Relations Commission, and consistent with PERC's rules and regulations, within ten (10) days from the Business Administrator's decision, or thirty (30) days from the non-reply of the Business Agent's appeal to the Business Administrator. The parties shall utilize PERC to aid them in the selection of an arbitrator, according to the rules and regulations of that Commission, who shall have the full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

SECTION 4 - The Arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this agreement. No dispute arising out of any questions pertaining to the renewal of this agreement shall be subject to the arbitration provision of this agreement.

SECTION 5 - The cost of the arbitration, other than the cost incurred individually by the parties in the preparation and presentation of their cases to the arbitrator, shall be shared equally by the Township and the Union.

SECTION 6 –

- a. It is clearly understood by both parties that the Township may file a grievance concerning the application and interpretation of this agreement. If said grievance cannot be resolved through negotiations with the Union and the Township representative, it shall be submitted to the New Jersey Public Employment Relations Commissions for arbitration.
- b. Attendance at arbitration hearings shall be limited to parties that have direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

ARTICLE IV

SENIORITY

SECTION 1 - The Employer shall establish and maintain a seniority list of Employees, names and dates of employment from the date last hired on a departmental basis, with the Employee with the longest length of continuous and uninterrupted departmental service to be placed at the top of said list. The name of all Employees with shorter length of continuous, uninterrupted service shall follow the name of such senior employees, in order until the name of the Employee with the shortest length of service appears at the bottom of the list. The seniority of each Employee shall date from the Employee's date of last hire within the department. Township seniority will prevail in matters of layoffs and vacation. Divisional seniority will prevail in matters of overtime and temporary transfers.

SECTION 2 - The first ninety (90) days of employment for all new Employees shall be considered their probationary period. During that aforementioned period, the Township may discharge such Employee for any reason whatsoever. Any Employee discharged during that period of time shall not have recourse to the grievance procedure as set forth in this agreement. The Employer shall have no responsibility for the re-employment of a newly engaged probationary period Employee if they are dismissed during the probationary period.

SECTION 3 - JOB VACANCIES, PROMOTIONS AND JOB CREATIONS

a. If new jobs are created or a permanent vacancy occurs, the Township shall determine the qualifications required for the position and shall determine through internal posting and external advertising which if any of the applicants meets the qualifications required for appointment to said position. Preference shall be given to Employees already hired and to the most senior Employee if said Employee meets all necessary qualifications. However, the Township has every right to employ outside the Union membership if all qualifications cannot be achieved from within.

b. The Township agrees to post a notice of such new jobs or vacancies on the bulletin board for a period of ten (10) working days. Such notice shall contain the job title, job description, rate of pay, necessary qualifications, and when the job will become available. Employees must submit a letter of interest and attach a resume or work experience summary. All qualified Employees shall have the right to an interview if a letter of interest and/or a resume is submitted.

c. If a current Employee is selected as the successful candidate they will be personally notified and a notice shall be placed on the bulletin board within five (5) days.

d. Any Employee so selected to fill such a job shall be granted a trial period of sixty (60) days. If it is determined that the Employee is not meeting the needs of the position, he or she will be returned to his or her previous position and wage rate and maintain their seniority status. Employees shall receive the rate of pay for the job as of the day that Employee begins his or her trial period. If reassigned, the Employee will receive the rate of pay for the position to which he or she is reassigned.

e. The Employer shall establish the hourly rate for any new or materially changed job and shall

notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs.

f. Lateral and down-bidding will not be considered; however, the Employer may waive this prohibition in case of documented health problems, by a physician.

SECTION 4 - Supervisors will not perform work normally performed by Employees of the bargaining unit except in an emergency or for the purpose of training.

SECTION 5 - In the event that an Employee is temporarily transferred to a higher classification, for that period of time said employee will be paid at the higher rate of pay. A temporary assignment shall be no longer than ninety (90) calendar days, at which time a determination shall be made to either place the Employee in the assignment permanently or return him/her to their previous position. Conversely, Employees working at a lower classification will suffer no loss of pay during that period.

SECTION 6 - FORCE REDUCTION

a. The Township agrees that it will not engage any new Employees unless all regular, full time Employees are working their scheduled hours assigned.

b. In the reduction or restoration of the work force, the rule to be followed shall be the length of service with the Township, however, no Employees assigned to and performing the duties of a classification, which is above that of a laborer, shall be laid off unless an Employee who is retained is qualified to perform the duties of the classification. The Employee with the least seniority shall be laid off first, and in rehiring the reverse shall apply.

c. In the event of a reduction in the number of persons in a job classification or the abolishment of a job classification, the displaced Employee may bump into a classification of equal or lesser classification if said Employee is qualified to perform the duties and is of greater seniority than the employee being bumped.

d. Notice of any impending layoff shall be placed upon the bulletin board seventy-two (72) hours prior to the layoff.

e. An Employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.
2. Failure to report to work for four (4) consecutive days without notifying a supervisor or department head.
3. Lay-off of more than twenty-four (24) consecutive months.

ARTICLE V

HOLIDAYS

SECTION 1 - The Township agrees that all Employees within the bargaining unit receive the following holidays off from duty with full pay for eight (8) hours at the Employee's regular rate of pay.

New Years Eve (1/2 day)	Labor Day
New Years Day	Columbus Day
M.L. King's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day

SECTION 2 - Employees working on any of the above holidays shall be paid for such time at two and one half (2½) times the Employee's regular rate of pay which shall include the holiday pay for hours normally worked.

To be eligible for holiday pay, said Employee must work the scheduled work day both before and after the holiday unless the day is excused with pay or there are extenuating circumstances stated in writing and approved by the Director of Public Works prior to the absence of duty. The use of a sick day is not considered excused for this purpose.

SECTION 3 - If a holiday falls on a regularly scheduled day off, it may be celebrated and compensated accordingly on the preceding or the day following such holiday at the discretion of the Township.

ARTICLE VI

VACATIONS

SECTION 1 - The Township agrees to grant all Employees within the Union vacation with pay in accordance with the following scheduled:

Hired Before January 1, 1990

<u>Length of Service</u>	<u>Vacation Days Per Year</u>
1 st year	10 days
2 nd thru 5 th year	12 days
6 th thru 9 th year	16 days
10 th year	20 days
After 11 years	1 day for every year of service thereafter

Hired After January 1, 1990

<u>Length of Service</u>	<u>Vacation Days Per Year</u>
1 st thru 5 th year	10 days
6 th thru 9 th year	15 days
10 th year	20 days
After 11 years	1 day for every year of service thereafter

The vacation schedule for new hires employed as of December 16, 2015 will be amended as follows:

- o One (1) year - ten (10) working days of vacation per year;
- o Two (2) years to five (5) years - twelve (12) working days of vacation per year;
- o Six (6) years to ten (10) years - fifteen (15) working days of vacation per year;
- o Eleven (11) years to fifteen (15) years - eighteen (18) working days of vacation per year;
- o Sixteen (16) years to twenty (20) years- twenty (20) working days of vacation per year;
- o Twenty (20) years and over - twenty-two (22) working days of vacation per year

The provision above notwithstanding, any Employee hired after January 1, 1996 shall receive no more than twenty-five (25) days. Any Employee that currently receives more than twenty-five (25) days will be locked at the current level of days they receive as of January 2009.

SECTION 2 - The Township agrees that in the event an Employee voluntarily leaves the employ of the Township before the vacation period, the Employee shall be compensated for any accrued vacation time that may be due said Employee in accordance with the agreed schedule.

SECTION 3 - The Township agrees in cooperation with the Union to schedule vacation on or before March 1st of each year and be posted on the bulletin board. The Township will endeavor to assign vacation on the basis of divisional seniority. It is agreed that the assignment of all vacations shall be determined by the Township with regard to its efficient operational needs. All Employees shall receive individual time allotment calendars by March 1st of each year.

SECTION 4 - The vacations shall be taken during the year in which they are earned, however, Employees can carryover vacation days from one year to another with approval of the Director of Public Works or designee. An Employee cannot use vacation time if his or her sick time is depleted except for extenuating circumstances approved in advance by the Director of Public Works. Sick, personal and/or vacation days may be used in four (4) hour increments.

ARTICLE VII

LEAVES

SECTION 1 - LEAVES WITHOUT PAY

a. All requests for unpaid leaves of absence shall be made by the Employee in writing directly to the Business Administrator or designee for consideration. It should include the dates requested and reason for leaving the work place.

b. Any request for a leave of absence will not exceed ninety (90) calendar days. Extension can be requested with thirty (30) days notice.

c. A leave of absence will not be granted to an Employee as a matter of convenience or temporary advantage to said Employee.

d. Leaves of absence will be granted when they are for educational purposes that have a direct relationship to the Employee's current position or advancement within the Township.

e. Leaves will be granted if they are determined to be covered by either State or Federal Law. (i.e. Family Leave Act/Military Leave)

f. The final determination for approval will be that of the Business Administrator or his or her designee, unless it is found to be in direct conflict of part e of this section.

SECTION 2 - PAID SICK LEAVE

a. Twelve (12) paid sick days shall be granted to all Employees covered under this agreement. Those days will be cumulative from year to year. Employees will have the option to be paid their current wage rate for up to six (6) days in lieu of accumulating them. Any Employee who has more than six (6) days unused from a given year and wishes to be paid wages for their remaining time, in lieu of accumulating same, may be paid on one (1) days current rate of pay for every two (2) unused sick days. The Employee must notify the Township on or before January 10th of his or her election, payment shall be made in the first pay check after February 15th.

b. Upon retirement, Employees shall be paid one hundred (100%) percent of all unused sick days to a maximum cap of fifteen thousand (\$15,000) dollars.

c. The Director of Public Works may require any Employee to present a doctor's statement or other proof of illness, if abuse of time is suspected.

d. In the event an Employee has a work related injury which entitles him to Workmen's Compensation, the Township agrees to reimburse the Employee at full pay for the time period of one (1) year. The Employee shall endorse any Worker's Compensation checks for this leave back to the Township.

SECTION 3 - PERSONAL LEAVE DAYS

a. An Employee is entitled to a total of no more than five (5) personal days with pay for the

transaction of personal business, with the approval of their immediate supervisor. Two (2) of the five (5) days may be utilized as same day emergencies.

b. Personal days cannot be taken prior to or after any paid holiday or vacation period and cannot be taken without prior approval of the Director of Public Works. However, the Director of Public Works has discretionary authority under extreme extenuating circumstances.

SECTION 4 - BEREAVEMENT LEAVE PAY

a. Employees will be granted four (4) working days off with pay at the Employees straight time rate of pay in the event of the death of a member of the Employees immediate family defined as spouse, civil partner, child, parent, grandparent, brother, sister, step (child, parent, sister, or brother) in law (parent, brother, sister, or grandparents) or other members of the Employees household. The Employer reserves the right to verify the legal relationship of the family member to the Employee.

b. Employee shall be granted one (1) day off, the day of the funeral, with pay for the funeral of any other relative.

c. If an Employee has to travel four hundred and fifty (450) miles or greater to attend a funeral of a family member, he shall be entitled to one (1) extra day off with pay.

SECTION 5 - JURY DUTY

An Employee who is called to Jury Duty shall be paid up eight (8) hours pay at his or her normal pay rate for scheduled working hours lost. However, the Employee shall be required to give prior notice to the employer of said Employee's call for duty and shall return to work if released by the court before noon. Employee shall produce proper proof of attendance and it shall include release from duty time. Any increase over and above present court financial payments shall be deducted from the wage rate called for by this Agreement.

ARTICLE VIII

MEDICAL INSURANCE

SECTION 1 –

All Employees and retirees shall continue to contribute to his/her health care coverage consistent with the terms of Chapter 78, P.L. 2011.

Employees will be offered the following options for medical coverage:

Employees hired before 11/01/03, the POS coverage will be at no cost.

All Payments and Plans will stay in current effect for 2007

Point of Service- POS plan (weekly)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Single	0	0	0	0	0
Parent Child	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Husband/Wife	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Family	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

In network provider with co-pay of \$15.00 per visit

Out of Network provider as follows:

A. Individual deductible - \$150.00

B. Family deductible - \$150.00

C. For single coverage, the Employee is responsible for thirty (30%) of the first ten thousand (\$10,000.00) dollars of submitted and covered eligible up to three thousand (\$3,000.00) dollars, excluding the deductible, after which benefits will be paid at one hundred (100%) percent of submitted expenses.

D. For family coverage, the Employee is responsible for thirty (30%) percent of the first twenty five thousand (\$25,000.00) dollars of submitted and covered eligible up to seven thousand five hundred (\$7,500.00) dollars, excluding the deductible, after which benefits will be paid at one hundred (100%) percent of submitted and covered eligible expenses.

E. Benefits covered under this article shall have a maximum lifetime limit of two million (\$2,000,000.00) dollars per person.

F. Hospital expenses will be included under the deductible and co-pay.

G. Coverage for dependents shall terminate on said dependent's twenty-third (23rd) birthday.

Preferred Provider Organization- PPO (weekly)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Single	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Parent Child	\$25.00	\$27.50	\$27.50	\$27.50	\$30.25
Husband/Wife	\$25.00	\$27.50	\$27.50	\$27.50	\$30.25
Family	\$25.00	\$27.50	\$27.50	\$27.50	\$30.25

In network provider with co-pay of \$20.00 per visit

Out of Network provider as follows:

A. Individual deductible - \$300.00

B. Family deductible - \$600.00

C. For single coverage, the Employee is responsible for twenty (20%) percent of the first fifteen thousand (\$15,000.00) dollars of submitted and covered eligible up to three

thousand (\$3,000) dollars excluding the deductible, after which benefits will be paid at one hundred (100%) percent of submitted expenses.

D. For family coverage, the Employee is responsible for twenty (20%) percent of the first thirty thousand (\$30,000.00) dollars of submitted and covered eligible up to six thousand (\$6,000.00) dollars excluding the deductible, after which benefits will be paid at one hundred (100%) percent of submitted and covered eligible expenses.

E. Benefits covered under this article shall have no maximum lifetime limit is unlimited.

F. Hospital expenses will be included under the deductible and co-pay.

G. Coverage for dependents shall terminate on said dependent's twenty-sixth (26th) birthday.

Vision and dental coverage as provided to Employees on January 1, 2001.

Payment of a Life Insurance Policy is based upon the present policy in force within the Township.

b. There shall be a co-payment on prescription drugs, per thirty-four (34) day supply as follows:

	<u>Generic</u>	<u>Brand</u>
Beginning 2007	\$0.00	\$10.00
Beginning 2008	\$0.00	\$15.00
Beginning 2009	\$0.00	\$15.00
Beginning 2010	\$0.00	\$20.00
Beginning 2011	\$0.00	\$22.00

SECTION 2 - Employees who work for the Township of Edison in a permanent, full-time capacity for twenty-five (25) years will receive the same health care benefits provided to current Employees and eligible dependents covered in this agreement, except that any retiree attaining the age of sixty-five (65) and qualified must enroll into Part A and Part B of Medicare. Employees employed after December 16, 2015 shall, upon retirement, receive the same health benefits as current bargaining unit staff. While the Township will continue to pay for eligible retiree's medical benefits, the Township will not be responsible for the retiree's Medicare premium. Retired Employees upon Medicare eligibility, who continue to receive the benefits will be responsible for monthly contributions as follows:

	<u>2009-2011</u> <u>Traditional</u>
Single	\$20.00 per month
Parent/Child	\$25.00 per month
Husband/Wife	\$30.00 per month
Family	\$40.00 per month

SECTION 3 - Employees have the option to choose not to enroll in the Township health benefit program, in part or in whole. If they so choose, they can request from the Business Administrator a monthly municipal contribution in lieu of receipt of benefits. If the Employee elects to reduce said coverage provided by the Township, the Employee shall receive fifty percent (50%) of the

difference up to \$5,000.00 between the original coverage premium under COBRA and the new coverage premium for the period of time that the Employee received the reduced coverage and which shall not be less than twelve (12) months. The employee may return to previous coverage status by providing the Business Administrator with written notice at least ninety (90) days prior to open enrollment period. Any Employee receiving health benefits from the Township through their spouses will not be eligible for health benefits or municipal contributions under this Article.

ARTICLE IX

DISCHARGE AND TERMINATION

SECTION 1 - No permanent Employee shall be discharged except for just and sufficient cause. The Union shall be notified of the discharge of any Employee in writing with reason for said discharge. This includes all members of the bargaining unit including new Employees serving under their probationary period of ninety (90) days.

SECTION 2 - Termination of a full-time Employee can only be accomplished after such recommendation in writing has been referred to, reviewed and approved by the Director of Public Works.

SECTION 3 - Disciplinary action must be issued within thirty (30) calendar days from the Township's knowledge of the occurrence of the event.

SECTION 4 - Employees who voluntarily resign will tender their resignation in writing to the Director of Public Works at least two (2) weeks prior to the effective date of resignation. Employees retiring into the PERS system should consider giving a minimum of ninety (90) days notice so that proper paperwork can be forwarded to all necessary parties.

SECTION 5 - All Employees will, when leaving the services of the employer, complete and sign the Termination Receipt when receiving their final compensation. This receipt will be filed in the Employees Personnel File as a part of his permanent record and clear all future claims against the Township.

SECTION 6 -

- (1) Any Employee who leaves the employment of the Township by December 31, 2016, shall receive twenty (20) days of terminal leave or severance pay. The terms of this section however, shall not apply to those Employees who have been discharged for cause. This benefit will sunset on January 1, 2017.
- (2) Any Employee who is laid off from the Township on or after January 1, 2017 shall receive twenty (20) days of severance pay.

SECTION 7 - If an Employee resigns his position with the Township and has five (5) years or more of service and he gives the Township two (2) weeks' notice, he shall be entitled to all the severance pay, vacation time, sick time and any other benefit due said Employee.

ARTICLE X

GENERAL

SECTION 1 - It is agreed that the parties hereto will continue their practice of not discriminating against any Employee for any reason which is covered under both the New Jersey and Federal regulations.

SECTION 2 - The Employer shall provide reasonable bulletin board space for the posting of official Union notices, educational opportunities, and job postings.

SECTION 3 - The Employer will exercise diligent effort to promote qualified Employees and provide educational opportunities in preparation for such advancement.

SECTION 4 - An Employee shall be entitled to use his or her vacation, sick and personal time allotted as of January 1st of each year provided that said time is used within the terms of this agreement. It is understood that if an Employee leaves their employment with the Township prior to the end of the year that said Employee must reimburse the Township for any unearned time used. It is further agreed that sick time is a benefit intended for that purpose and that purpose only. Should an Employee retire on or after July 1 of their final calendar year, such Employee shall be entitled to the full allotment of sick, vacation and personal days for that given year. This benefit is only applicable after January 1, 2017.

ARTICLE XI

LONGEVITY

Years of Service:

For year in which completes:

2 years	3.0%	12 years	5.5%
4 years	3.5%	14 years	6.0%
6 years	4.0%	16 years	6.5%
8 years	4.5%	18 years	7.0%
10 years	5.0%	20 years	7.5%

Employees hired after January 1, 1990:

4 years	2.0%	14 years	4.5%	24 years	7.0%
6 years	2.5%	16 years	5.0%		
8 years	3.0%	18 years	5.5%		
10 years	3.5%	20 years	6.0%		
12 years	4.0%	22 years	6.5%		

- a. Employees hired after December 2, 1993 will not be entitled to collect longevity.

ARTICLE XII

HOURS OF WORK AND OVERTIME

SECTION 1 – The normal work week shall comprise of five (5) days of eight (8) hours each, Monday thru Friday. The Employees eight (8) hours will be spread over eight and one half (8½) hours with one half hour unpaid meal break. In addition each Employee is entitled to two paid 15 minute breaks that shall be taken with the approval of his or her immediate supervisor.

a) Any Employee hired after November 17, 2003 may be assigned to a Tuesday thru Saturday work schedule. Employees working this schedule shall be paid two (2) times their normal pay rate for Sunday and one and a half (1½) their normal pay rate for Monday. The Township must provide ten (10) working days notice prior to scheduling said change.

SECTION 2 - Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and shall be compensated for at one and one half (1½) times the regular rate of pay. Any work performed on the sixth (6th) day of the Employees normal work week shall be compensated for at the rate of one and one half (1½) times the regular hourly rate of pay.

SECTION 3 - Any Employee called to work for any time non-consecutive with his or her regular hours shall be guaranteed four (4) hours of work at the overtime rate of one and one half (1½) times his or her regular hourly rate. All work performed on Sunday of the Employees normal work week shall be considered overtime and shall be compensated for at two (2) times the regular hourly rate and guaranteed four (4) hours work. The Township reserves the right to hold the Employee for the entire time being paid. If an Employee is detained after the conclusion of their normal work shift, said Employee will be entitled to a minimum of two (2) hours pay at overtime rate.

SECTION 4 - The following is a list of the current work schedules:

Vehicle Maintenance - 6:00 AM - 2:30 PM / 7:30 AM – 4:00 PM

Division of Streets – 6: 30 AM -3: 00 PM

Public Buildings & Grounds- 6:30 AM – 3:00 PM / 7:00 AM – 3:30 PM /1:30 PM 10:00 PM

Dept. of Solid Waste – 6:00 AM – 2:30 PM / 6:30 AM – 3:00 PM

Police Mechanics – 6:00 AM – 2:30 PM

Management reserves the right to adjust schedules by two (2) hours window, with a thirty (30) day prior notice.

SECTION 5 – Except in a case of emergency or in the event of an assigned job, no seasonal or part-time Employee shall perform in excess of forty (40) hours per week the duties of Employees in the bargaining unit, nor shall seasonal or part-time Employees be hired or retained if regular permanent Employees are on a temporary layoff due to a reduction in force.

SECTION 6 - When an Employee is called in for an emergency, he/she shall be granted one (1) hour travel time and when they work more than six (6) hours he or she is entitled to a one half (1/2) hour meal break and shall be granted additional meal breaks every four (4) hours thereafter.

In addition, each meal break the Employee will be compensated eight (\$8.00) dollars for breakfast, ten (\$10.00) dollars for lunch and fifteen (\$15.00) dollars for dinner.

SECTION 7 - The Township will distribute overtime by seniority, as defined in Article IV of this Agreement, as equally as possible among employees qualified to perform said duties, with the exception of a continuation of an assignment. Employees will be notified of scheduled overtime/non overtime duties a minimum of forty eight (48) hours in advance of said assignment. In cases of overtime, overtime shall be offered in seniority order in each Division, except for the Township's need, at its sole discretion, for specialized knowledge or training of an particular Employee. If overtime is accepted, the Employee shall move to the bottom of the list. If overtime is not accepted or the Employee fails to respond to the contact, the Employee shall move to the bottom of the list.

SECTION 8 - In the event an Employee reports for regularly scheduled work shift without having been previously notified that there is no work, the said Employee shall be granted eight (8) hours pay at said Employees rate of pay.

SECTION 9 - Laws for CDL Drivers - The Township agrees to limit the maximum of work during emergency operations to sixteen (16) consecutive hours.

ARTICLE XIII

MANAGEMENT RIGHTS

SECTION 1 - Management shall have the right to determine all matters concerning the management and administration of the Department of Public Works of the Township of Edison to include but not limited to:

The right to direct the work force including manning levels, work hours, days of operation, rules and regulations, disciplinary policies, require sick time, bereavement, and jury duty verification, and develop hiring, promotion and evaluation procedures.

Hire, terminate, layoff, promote and contract out services for efficiency and/or economic reasons.

Draft employee descriptions and qualifications to meet the needs of the division and the department.

Determine job assignments, transfers and work schedule changes that are in the best interest of the division and department.

All disciplinary write ups shall have a duration of three (3) years in the Employee's file. The above stated rights shall be limited to as long as they do not conflict with any of the negotiated terms in this contract.

SECTION 2 - No lock - out of Employees shall be instituted by the employer during the terms

of this agreement. The Union agrees that during the terms of this agreement neither the Union nor its officers, employees, or members will engage in, encourage, sanction or support mass resignations, mass absenteeism, strikes, slowdowns, boycotts, or attempt to interfere with normal operation of the Public Works Department or the municipality. In the event that the Union members participate in such activities in violation of this provision the Union shall notify those members so engaged to cease and desist and instruct the members to return to normal duties. Any Employee participating in these prohibited activities may be terminated by the Township.

ARTICLE XIV

MISCELLANEOUS

SECTION 1 - All Employees shall be provided with the following items at no cost to the employee:

A. Each Employee will be provided with a clothing/safety footwear allowance of \$1,200.00 for each year of the Agreement.

The purpose of such allowance is for the purchase of new clothing and safety footwear and for the maintenance of that clothing during the year. The payment of said allowance shall be paid by April 15th of each year. The Township reserves the right to set a uniform and dress code each year for its Employees of the Public Works Department.

B. Work gloves will be provided as needed.

C. The Township will supply protective clothing and equipment that is necessary to perform the duties of the division in accordance with PEOSHA requirements and regulations.

D. The Union will have at least three (3) representatives on the Township Safety Committee that meets regularly to discuss various Employee working conditions with the Township and their JIF insurance representative.

E. The Township will supply the Mechanics and Mechanics helpers with a tool allowance each year of the contract. Effective January 1, 2016, the amount will be seven-hundred-fifty (\$750.00) dollars per year. Specialty items shall be purchased by the Township. The Township shall provide all mechanics insurance coverage for their personal tools and personal tool boxes against fire or theft of tools as determined by the Township.

F. The Township shall pay 2/3 the cost of the Union Disability Insurance Policy which covers each.

ARTICLE XV

VETERANS RIGHTS AND BENEFITS

SECTION 1- The seniority rights of all Employees who enlist or who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such Employee shall have the right of reinstatement to the former position held or to a position or equal status, at the salary rate previously received by the Employee at the time of said Employee's induction into military service, together with all salary increases granted by the Employer to said Employee's previous position during the period of such military service.

SECTION 2- Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an Employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

SECTION 3- The Employer agrees to allow necessary time for an Employee in the reserves to perform the minimum duties required when called to fulfill his/her reserve duty obligations. Employee must provide the Township with written official military orders prior to said time. Employee's seniority rights shall be maintained and the Township shall pay the difference between such service pay and scheduled work time lost for mandatory reserve duty only.

SECTION 4- The Employer agrees to pay an Employee for all reasonable time involved in reporting for a physical examination for military service.

ARTICLE XVI

FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been subject to negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered in this Agreement, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XVII

DRIVE

The Township agrees to deduct from the paycheck of all Employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contribution Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase weeks worked excludes any week other than a

week in which the Employee earned a wage. The Employer shall transmit to DRIVE national Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's social security number and the amount deducted from the Employee's paycheck

ARTICLE XVIII

WAGES

Effective 2012, 2013 and 2014, Employees shall receive the following retroactive pay:

- a. Less than ten (10) years of service to the Township as of the date this MOU is executed: \$400.00 per year paid out, less taxes and pension and the \$400.00 will also be added to the base salary for each year
- b. Ten (10) years thru nineteen (19) years of service to the Township as of the date this MOU is executed: \$500.00 per year paid out, less taxes and pension and the \$500.00 will also be added to the base salary for each year
- c. Twenty (20) or more years of service to the Township as of the date of this MOU: \$750.00 per year paid out, less taxes and pension and the \$750.00 will also be added to the base salary for each year

Employees shall receive the following salary increases:

Effective January 1, 2015	2.0%
Effective January 1, 2016	2.0%
Effective January 1, 2017	2.0%

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2012 and shall continue in full force and effect until December 31, 2017. The agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change or modify or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within sixty (60) days prior to the expiration of this Agreement. Except as forth above, all provisions of this Collective bargaining Agreement between the parties remain unchanged.

In WITNESS THEREOF, the parties thereto set their hands and seal at Edison, New Jersey, THIS DAY of 2015.

TEAMSTERS LOCAL 469:

TOWNSHIP OF EDISON:

Michael Tkatch, Business Agent

Hon. Thomas Lankey, Mayor

Maureen Ruane, Business Administrator