

RESOLUTION

WHEREAS, the Township of Edison and U.A.W. Local 2326 AFL-CIO are parties to collective negotiations agreement covering the period January 1, 2006 to December 31, 2010, which has expired; and

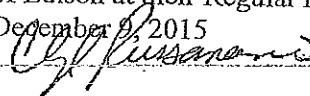
WHEREAS, the Township and UAW have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor agreement; and

WHEREAS, the Township and UAW 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 negotiating committees for the Township and UAW unanimously agree to recommend this understanding and Collective Negotiations Agreement for ratification and approval.

NOW THEREFORE BE IT RESOLVED that the Council hereby accepts and ratifies the attached Collective Negotiations Agreement for the period January 1, 2011 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 9, 2015


Cheryl Russomanno, RMC
Municipal Clerk

MEMORANDUM OF UNDERSTANDING

Agreement made this ____ day of November 2015 represents the complete and final understanding on all negotiable issues between the Township of Edison, hereinafter referred to as ("the Township"), and U.A.W. Local 2326 AFL-CIO (hereinafter referred to as "UAW").

WHEREAS, the Township and UAW are parties to collective negotiations agreement covering the period January 1, 2006 to December 31, 2010, which has expired; and

WHEREAS, the parties 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 parties 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 negotiating committees for the Township and UAW unanimously agree to recommend this Understanding for ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Article III- Grievance Procedure

- Modify Section 3 (b)
 - Change three (3) working days to five (5) working days for the Supervisor to provide a written decision on the grievance.
- Modify Section 3 (c)
 - Change five (5) working days to ten (10) working days for the Director to provide a written decision on the grievance.

2. Article IV- Seniority

- Modify Section 3 (d)
 - Any employee so selected to fill such a job shall be granted a trial period of ninety (90) days with a thirty (30) day written progress report meeting. Remainder of paragraph remains unchanged.

3. Article IV- Holidays

The vacation schedule for new hires as of the execution of the MOU will be amended as follows:

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

4. Article VII- Leaves

- Amend Section 2(a)- Sick Leave
 - Sick leave will reduced from thirteen (13) days to twelve (12) days for all new hires as of the execution of the MOU
- Amend Section 4- Bereavement Leave
 - Employees will be granted:
 - Four (4) working days off for immediate family
 - Three (3) working days off for a grandparent or other member of the household
 - One (1) working day off for aunt, uncle and two (2) working days for in-laws (specifically parent, brother and sister)

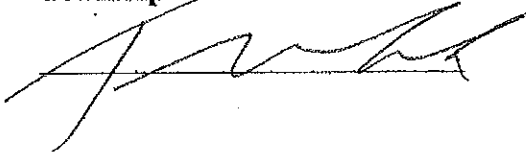
5. Article VIII- Medical Insurance

- Section A
 - Add: "All employees and retirees shall continue to contribute to his/her health care coverage consistent with the terms of Chapter 78, P.L. 2011."
 - Co-pays will remain the same if the amount is over the maximum.
 - Add: "Effective the date of this MOU, new hires, upon retirement, shall receive the same health benefits as current bargaining unit staff."
 - The Township shall provide POS, PPO and DA plans.
 - Delete traditional coverage.
- Modify Section 3:
 - 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.
- Coverage for dependents shall terminate on said dependent's twenty-sixth (26th) birthday.
- As of the date of the execution of this MOU, current employees shall be offered the dental coverage said employees are currently enrolled. New employees shall receive the modified dental coverage as provided by the Township to new confidential employees.

11. Appendix

Add new title – Effective January 1, 2016 T.V. Sewer Inspector shall receive an hourly rate of \$26.93.

Township of Edison



UAW Local 2326

Willard Eccleston 12/4/15

AGREEMENT BETWEEN

TOWNSHIP OF EDISON

AND

U.A.W. LOCAL 2326 AFL-CIO

January 1, 2011 to December 31, 2017

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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 Sewer Division, excluding 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 terms employees shall mean and be construed as only referring to Township of Edison Sewer Division employees 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 eighty-five (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 the 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 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 hearing, the Township of Edison will inform the newly hired employees who fall within the bargaining unit that they may join the Union thirty-one (31) days thereafter. However, said newly hired employee may be discharged without cause for a period of one hundred twenty (120) days from the date of employment.

SECTION 3 - 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 the 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.

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) 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, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Supervisor. The Supervisor shall, within five (5) working days thereafter, give a written decision on the grievance.
- c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Director of Public Works. Within three (3) working days thereafter, the grievance shall be discussed between the Director of Public Works and representatives of the Union. A written decision shall be given to the Union within ten (10) working days thereafter.
- d. If the decision given by the Director of Public Works to the Union does not satisfactorily settle the grievance, the Union shall notify the Director of Public Works within three (3) working days after receipt of the notice. A written decision shall be given to the Union within ten (10) working days thereafter.
- e. If the decision given by the Business Administrator, or his designee does not satisfactorily settle the grievance, the Union shall within ten (10) days notify the Township. Then within ten (10) days either party may request the New Jersey Public Employment Relations Commissions 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 – 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 mediations with the Union and the Township representative, it shall be submitted to the New Jersey Public Employment Relations Commissions for arbitration.

ARTICLE IV

SENIORITY

SECTION 1 – The employer shall establish and maintain a seniority list of employees, names and dates of employment from the date list hired on a divisional basis, with the employee with the longest length of continuous and uninterrupted divisional service to be placed at the top of said list. The names 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 foot of the list. The seniority of each employee shall date from the employees' date of last hire within the division.

SECTION 2 – The first one hundred twenty (120) 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 said new jobs or vacancies on the bulletin board for a period of five (5) 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.
- c. If a current employee is selected as the successful candidate they will be personally notified and a notice 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 ninety (90) days with a thirty (30) day written progress report/meeting. If it is determined that the employee is not meeting the needs of the position, he or she will be returned to his previous position and maintain their seniority status.

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. Conversely, employees working at a lower classification will suffer no loss of pay during that time period.

SECTION 6 – The parties agree that in the event the Township enters into a contract for the operation of the Sewer Division by a third party, the Township and the Union will negotiate the effects of such a contract on the employment of the division's employee.

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 Year's Day	Columbus Day
New Year's Eve (1/2 day)	Labor Day
M.L. King's Birthday	Election Day
Lincoln's Birthday	Veteran's 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 regular rate of pay. 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 regular 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.

SECTION 4 – If the holiday falls within the vacation period of an employee, that employee will not be charged with a vacation day and will qualify for holiday pay. Approved vacation days are considered an excused day off.

ARTICLE VI

VACATIONS

SECTION 1 – The Township agrees to grant all employees within the Union vacation with pay in accordance with the following schedule:

Hired before January 1, 1990

<u>Length of Service</u>	<u>Vacation Days Per Year</u>
1st 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 10 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 10 th Years	1 day for every year of service Thereafter

The provision above notwithstanding, any employee hired after January 1, 1997 shall receive no more than 25 days. Any employee that currently received more than twenty-five (25) days will be locked at the current level of days they receive as of January 1, 2008.

The vacation schedule for employees employed after December 4, 2015 will be amended as follows:

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

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 February 1st of each year and to 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.

SECTION 4 – Vacations shall be taken during the year in which they are earned, however, employees can carry over vacation days from one year to another with written approval from the Director of Public Works. 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.

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 Director of Public Works 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. Extensions 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. (Family Leave Act/Military Leave)
- f. The final determination for approval will be that of the Director of Public Works and that decision cannot be appealed unless it is found to be in direct conflict with part of this section.

SECTION 2 – PAID SICK LEAVE

- a. Thirteen (13) paid sick days shall be granted to all employees covered under this Agreement. Those days will be cumulative from year to year, with the exception that employees employed after December 4, 2015 shall receive twelve (12) sick days. Employees having not used one or more sick days for that year 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) unused from a given year and wishes to be paid wages for their remaining time, in lieu of accumulating same, may be paid 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 paycheck after February 15th.

- b. Upon retirement, employees shall be paid one hundred percent (100%) of all unused sick days to a maximum cap of fifteen thousand (\$15,000.00) dollars or the total amount of accumulated sick time as of January 1, 2003 at 2003 rates, whichever is greater. Should the accumulated sick time of any employee fall below the fifteen thousand (\$15,000.00) dollars provided in this article as a result of subsequent utilization, that employee will be limited by the cap.
- c. The Director of Public Works may require any employee to present a doctor's statement, other proof of illness, or take whatever action necessary if abuse of time is suspected.
- d. In the event an employee is absent due to a work related injury which entitles him to Worker's Compensation, the Township agrees to reimburse the employee at full pay for a time period not to exceed one (1) year and at two-thirds (2/3) pay for the rest of the compensation. The employee shall endorse any worker's compensation checks for his leave back to the Township. Worker's Compensation law will prevail. (Employee must be out for seven (7) consecutive calendar days in order to be eligible for pay on the eighth (8th) day).
- e. The Township shall provide, at its own cost, disability coverage for non-job related injuries. The employee will be entitled to two-thirds (2/3) of his or her weekly salary for a period not to exceed six (6) months.

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 approval of the immediate Supervisor.
- b. Personal days cannot be taken prior to or after any paid holiday or vacation period and cannot be taken without prior approval from 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 for immediate family. Employees will be granted three (3) working days off for a grandparent or other member of the household. Employees will be granted two (2) working days off for in-laws (specifically parent, brother and sister). Employees will be granted one (1) working day off for aunts and uncles.
- b. The 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 to 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 for any portion of his or her normal work schedule when released by the Courts. Employee shall produce proper proof of attendance and it shall include his release from jury time. Jury Duty pay may be reduced from the employee's compensation at the discretion of the Township.

ARTICLE VIII

MEDICAL INSURANCE

- a. All employees and retirees shall continue to contribute to his/her health care coverage consistent with the terms of Chapter 78, P.L. 2011. The employee's co-pays will remain the same if the amount is over the maximum.

Employees employed after December 4, 2015, shall, upon retirement, receive the same health benefits as current bargaining unit staff.

The Township shall provide a Blue Cross and Blue Shield POS or an optional PPO hospitalization and major medical insurance plan. The POS plan with coverage of 70/30 out of network is at no cost to the employee. The PPO plan or the POS plan with a coverage of 80/20 out of network can be obtained only by the payment each month at the following rates:

Single	\$33.10 per month	Parent/Child	\$61.03 per month
Husband/Wife	\$66.45 per month	Family	\$84.86 per month

Any employee hired after April 1, 2003 shall be provided a POS hospitalization and major medical insurance plan, with a 70/30 out of network benefit, and major medical, single coverage only, and a modified dental plan consistent with that offered to new confidential employees. Said employees may buy up to the 80/20 POS coverage or the PPO coverage at the rate indicated above or buy up to family coverage at a rate to be established by the Township from year to year. The Township has the right to change insurance carriers or to institute self insurance programs as long as the same or equal benefits are provided.

Effective December 4, 2015, current employees shall be offered the dental coverage under which said employees are currently enrolled. Employees employed after December 4, 2015, shall receive the modified dental coverage as provided by the Township to new confidential employees.

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

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

	Generic	Brand
Beginning July 1, 2007	\$5.00	\$10.00
Beginning July 1, 2008	\$0.00	\$15.00
Beginning July 1, 2009	\$0.00	\$20.00
Beginning July 1, 2010	\$0.00	\$25.00

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 covered in this Agreement, except that any retiree attaining the age sixty-five (65) and qualified must enroll into Part A and Part B of Medicare. While the Township will continue to pay eligible retiree's medical insurance, the Township will not be responsible for the retiree's Medicare premium.

SECTION 3 – Any employee who is eligible to receive medical benefits under this Agreement may voluntarily elect to decline or reduce the medical coverage in its entirety or eliminate his/her number of members covered to a lower coverage status than the maximum provided. 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 spouse shall not be eligible for health benefits or municipal contributions under this Article.

ARTICLE IX

DISCHARGE AND TERMINATION

SECTION 1 – No employee shall be discharged except for just and sufficient cause. The Union shall be notified of the discharge of an employee in writing with reason for said discharge. This includes all members of the bargaining unit except new employees serving under their probationary period of one hundred and twenty (120) 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 – 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 4 – Unit members who retire as of December 31, 2016, members with 30 years of service as of December 4, 2015, and members who are subject to a layoff plan shall receive twenty (20) days of terminal day and/or severance pay. Upon retirement, employees will receive payment up to 1 year of accrued but unused vacation time in final year. The following bargaining unit members shall be eligible to receive twenty (20) days severance payment at the time of retirement: Russell Cackowski, James Renner and Rosario Dalessandro. All other members will only receive severance if they are laid off, consistent with the provisions of this subsection. In addition, all employees will, when leaving the services of the employer, complete and sign the Termination Receipt when receiving their full compensation. This receipt will be filed in the employees' Personnel File as part of his permanent record and clear all future claims against the Township.

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 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. The Union and employees understand that educational opportunities are however not the sole responsibility of the employer and not always financially compensated by the Township.

SECTION 4 – After one (1) year of employment, 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 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.

SECTION 5 – Employees covered in this Agreement will be paid on a weekly basis.

ARTICLE XI

LONGEVITY

- a. Employees hired after January 1990 will not be entitled to longevity until the completion of four (4) years.
- b. Employees hired after October 1st of 1993 will not be entitled to collect longevity until completion of ten (10) years of service.
- c. Employees hired after April 1st of 2007 will not be entitled to collect longevity.

Years of Service

The year in which employee completes:

2 years	3.0%	16 years	6.5%
4 years	3.5%	18 years	7.0%
6 years	4.0%	20 years	7.5%
8 years	4.5%	22 years	8.0%
10 years	5.0%	24 years	8.5%
12 years	5.5%	25 years	9.0%
14 years	6.0%		

ARTICLE XII

HOURS OF WORK AND OVERTIME

SECTION 1 – The normal workweek shall comprise of five (5) days of eight (8) hours each. The employees eight (8) hours will be spread over eight and one-half (8½) hours with one-half (1/2) hour unpaid meal break. In addition, each employee is entitled to two (2) paid fifteen (15) minute breaks that shall be taken with the approval of his or her immediate supervisor. The Township shall provide ten (10) calendar days notice of any work schedule changes.

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 hourly 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 granted four (4) hours of work at the overtime rate on one and one-half (1½) times his or her regular hourly rate. All work performed on Sunday of the employees normal workweek shall be considered overtime and shall be compensated at two (2) times the regular hourly rate and guarantee four (4) hours work. The Township reserves the right to hold the employee for the entire time being paid.

SECTION 4 – If employee is being detained after the conclusion of his normal work shift, employee will be entitled to a two (2) hours pay at the overtime rate.

SECTION 5 – Except in the 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 – In the event of a Sewer Emergency, any employee in that department shall go to the next level of overtime if he or she works beyond six (6) consecutive hours of overtime.

SECTION 7 – When an employee is called in for an emergency and works 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 up to six (\$6.00) dollars provided that a receipt is turned into the supervisor.

SECTION 8 – The Township will distribute overtime as equally as practical among employees qualified to perform said duties. Employees will be notified of scheduled overtime a minimum of forty-eight (48) hours in advance of said assignment.

ARTICLE XIII

MANAGEMENT RIGHTS

SECTION 1 – Management shall have the right to determine all matters concerning the management and administration of the Sewer Division and how it coordinates its efforts as part 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 job 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.

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, picketing, strikes, slowdowns, boycotts or attempt to interfere with the normal operation of the sewer division or the municipality. In the event that 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

WAGES AND CLASSIFICATIONS

The following are the wages and classifications for the term of this Agreement:

For the calendar years 2011, 2012, 2013 and 2014, Employees shall receive payments consistent with the attached salary guide.

Employees shall receive the following salary increase:

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

ARTICLE XV

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 one hundred and eighty (\$180.00) dollars each year for the purchase of two (2) pairs of ankle top safety boots on a voucher system.
- B. Work gloves will be provided as needed.
- C. Each employee will be paid eight hundred and fifty (\$850.00) dollars each year as a clothing allowance. The purpose of such allowance is for the purchase of new clothing and the maintenance of that clothing during the year. The Township reserves the right to require receipts for the purchase of said work clothing in the amount of six hundred (\$600.00) dollars on a yearly basis.
- D. 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.
- E. The Union will have at least one (1) representative on the Township Safety Committee that meets regularly to discuss various employee working conditions with the Township and their JIF insurance representative.

SECTION 2 – The Township shall provide hepatitis vaccinations shots through the Township Health Department to all representatives of this bargaining unit at no cost. It is further agreed that the Township Drug and Alcohol Policy will apply to all members of the bargaining unit.

SECTION 3 – The Township agrees that a residency requirement is not necessary for employment in the Sewer Division.

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, and 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

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2011 and shall continue in full force and effect until December 31, 2017. This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing 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 set forth, 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.

UAW LOCAL 2316 AFL-CIO:

TOWNSHIP OF EDISON:



Willard Eccleston



Hon. Thomas Lankey, Mayor



Maureen Ruane, Business Administrator