

A G R E E M E N T

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES, AFL-CIO LOCAL 32

-and-

TOWNSHIP OF EDISON

January 1, 2002 through December 31, 2006

Prepared By:

Louis N. Rainone, Esq.
DeCotiis FitzPatrick Cole & Wisler, LLP
Glenpointe Centre West
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
(201)928-1100

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ARTICLE I
RECOGNITION

Section A. The Township hereby recognizes the Office and Professional Employees, AFL-CIO, Local 32 (hereinafter the “UNION”) as the sole and exclusive negotiating agent and representative for all full-time supervisors and foremen, employed by the Township of Edison in Building and Grounds, Parks, Recycling, Streets, Sewage, Disposal, Municipal Garage, Auto Compound, Traffic Control, Water and Sanitation within the meaning of the act.

Section B. The title "employee" shall be defined to include the plural as well as the singular and to include both males and females.

ARTICLE II

DUES DEDUCTIONS

Section A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

Section B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Division of Personnel during the month following the filing of such card with the Township.

Section C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing authorized deductions for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

Section D. The Union will provide the necessary "check-off" authorization form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Division of Personnel.

Section E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Division of Personnel. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

Section F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits of other forms of liability that shall arise out of or by

reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

Section G. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union, and this Agreement has been executed by the township after it had satisfied itself that the Union is a proper majority representative.

Section H. 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 thirty (30) calendar days after such deduction is made.

ARTICLE III

UNION SECURITY

Section A. The Employer agrees it will give effect to the following form of Union Security:

1. All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

2. It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

ARTICLE IV

GRIEVANCE PROCEDURE

Section A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise effecting the terms and conditions under this Agreement.

Section B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

Section C.

1. The term "Grievance" as used herein means an appeal by the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies affecting mandatorily negotiable terms and conditions of employment, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation application or alleged violation of the terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein. the issue of whether a dispute comes under those categories cited in sentence 2 shall be arbitrable.

Section D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety

unless any Step is waived by mutual consent:

Step One: The Union shall institute action in writing under the provisions hereof within five (5) working days affected employee or employees after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Agreement allegedly violated, and the remedy requested by the grievant. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

The aggrieved party and the Department Head shall attempt to render an oral report on the filed grievance within five (5) working days of filing. If no agreement is rendered within five (5) working days, the Department Head shall have an additional five (5) working days to reply in writing to the filed grievance.

Step Two. If the Department Head is absent and no acting Department Head has been appointed then the Business Administrator or his designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance. If no agreement can be reached at Step One within five (5) working days of the initial discussion with the Department Head, the aggrieved or the Union may present the grievance in writing within five (5) working days thereof to the Business Administrator.

Step Three. If the grievance is not settled through Steps One and Two, then either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) working days of receipt of the Business Administrator's response. The costs for the services of the arbitrator shall

be borne equally by the Township and the Union. Any other expense, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

Section E. The arbitrator shall not have the authority to add, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of this arbitrator shall be final and binding.

Section F. Upon prior notice to and authorization of the Township Business Administrator or his designee, the designated Union Representatives shall be permitted as members of the Shop Steward, grievant and pertinent witnesses to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.

Section G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance procedure has been initiated within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be moved to the next Step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

Section H. No settlement of a grievance shall contravene the provisions of this Agreement.

Section I. A grievance may be brought under this procedure by the Union as a class

grievance. A class grievance shall be submitted directly to the Business Administrator at Step Two of this procedure.

ARTICLE V

SENIORITY

Section A. Seniority is defined as an employee's total continuous years of service with the Township of Edison.

ARTICLE VI

JOB VACANCIES, NEW JOBS CREATED

Section A. If new jobs are created, or if vacancies occur in a lateral or higher rated position, the Department Head shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. Job classifications not covered by this contract and found equal in performance, skill, and ability, then seniority in the Township shall apply. If the Township determines multiple individuals to be equal in performance, skill, and ability, then seniority in the classifications covered by this contract shall prevail. If an employee member of the Union applies, he or she shall be interviewed, and if not chosen, the Township will set forth the reason, in writing. If applicants are promoted from another classification, the Department Head agrees to post a notice of such new job or vacancy on the bulletin board within three (3) working days of such an opening. The Township reserves the right to temporarily place an employee who is outside the Bargaining Unit to satisfy a need arisen by a vacancy. This temporary assignment will last for no more than forty five (45) working days and during this period of time a temporary employee shall not be included in the Bargaining Unit. At the end of the forty five (45) work day period, the Township must determine whether the position is to become permanent or not. If it is not permanent, the employee so placed shall be removed from the position and be placed back into the position from whence he came. (The Township will post this job vacancy that is being temporarily filled within three (3) working days. The posting shall remain for a period of five (5) additional working days. At the end of the eighth (8th) day, the forty five (45) work day count begins for the temporary placement.) A temporary position can be filled one time only.

Section B. If a bidder is a successful applicant, he will be notified in writing within ten (10) working days after the expiration of the five (5) working days required under "Section A" above.

Section C. If it shall be determined by the Department Head at any time after the first Seventy-Five (75) working days of the trial period that the said employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position. The employee shall receive the rate from the day he begins his trial period. If removed from the position during, or at the end of the trial period, he shall receive the rate of pay of the previous job.

ARTICLE VII

LAYOFF AND RECALL

Section A. Layoff is the separation of a permanent employee from a position for reasons other than delinquency or misconduct. Class of employees subject to layoff will be determined by the Department.

Section B.

1. Layoff or demotion of permanent employees shall be in the order of seniority within the last employee hired as the first laid off or demoted.

2. For the purposes of layoff, demotion, recall, and bumping, seniority shall be determined by the length of an employee's time within the bargaining unit.

Section C.

1. Displaced employees may bump laterally or down to lower classifications and receive the rate of pay specified for the lower classifications.

2. An employee subject to layoff shall receive written notice at least twenty (20) days before the layoff, except in extenuating circumstances. The employee must notify the Township Business Administrator, in writing of his or her intention to exercise bumping rights within four (4) working days of receipt of the layoff notice. All employees subsequently affected by the exercise of rights shall be notified in writing, and shall have an opportunity, when applicable, to exercise their bumping rights within four (4) working days. However, the total time period within which the bumping must be exercised will be fourteen (14) days from when the first employee received his/her layoff notice. It is understood that anyone laid off because another employee exercised his or her bumping rights will not receive the fourteen (14) days notice prior

to layoff because of the exercising of bumping rights pursuant to this Agreement.

3. A displaced employee may only bump into a position where he or she has the ability and necessary specified or important education background to properly learn the new job to a professional level within a four-week period. If training is necessary for the break-in period, the rate of pay shall commensurate with the productivity anticipated during the break-in period.

4. Probationary employees do not have bumping rights.

Section D. All employees who are laid off shall have first right to be re-employed in the same or a similar position for which the laid-off employee is qualified, in the inverse order in which they were laid off, and the Township shall not employ anyone until all laid-off employees have been fully reinstated with all pay and privileges. Employees who have been laid off as a result of a reduction in work force shall be entitled to a recall for a period of time equal to their seniority not to exceed twelve (12) months.

Section E. If an employee refuses reinstatement at any time during the twelve (12) month period, then all re-employment rights are relinquished. Employees must be able to report back to work within fourteen (14) days of being notified by the Township.

Section F. Part-time employees shall not be eligible to bump full-time employees.

ARTICLE VIII

WAGES

A. The base wages for employees shall be as follows:

	2002	2003	2004	2005	2006
	3.1%	3.1%	3.2%	3.2%	3.2%
Supervisors	28.5574	29.4426	30.3847	31.8581	32.8775
Foremen	25.924	26.7276	27.5828	28.9665	29.8934

B. The base salary for any employee hired or promoted into the bargaining unit after the effective date of this Agreement shall be as established by the Mayor in accordance with N.J.S.A. 40:69A-43a.

C. Wage increases are retroactive to January 1, 2002.

ARTICLE IX

LONGEVITY

A. Full-time employees shall receive longevity adjustments in the following manner:

4.0%	COMPLETION OF 4TH YEAR
4.5%	COMPLETION OF 5TH YEAR
5.0%	COMPLETION OF 8TH YEAR
5.5%	COMPLETION OF 10TH YEAR
6.0%	COMPLETION OF 12TH YEAR
6.5%	COMPLETION OF 14TH YEAR
7.0%	COMPLETION OF 16TH YEAR
7.5%	COMPLETION OF 18TH YEAR
8.0%	COMPLETION OF 20TH YEAR
8.5%	COMPLETION OF 22ND YEAR
9.0%	COMPLETION OF 24TH YEAR

B. Employees hired on or after January 1, 1993 shall not be eligible for longevity.

Bargaining Unit shall be governed by the provisions of Section A above. The purpose of this Section is to cap employees with more than 25 vacation days at the number of days they were to receive for calendar year 1999 under the predecessor Collective Bargaining Agreement and to allow all other members of the unit and any new members to obtain a maximum of 25 vacation days.

ARTICLE XI

HOLIDAYS

Section A. Each employee shall receive the following holidays off with pay:

- | | | | |
|----|------------------------|-----|-----------------------|
| 1. | 1/2 New Years Eve | 9. | Independence Day |
| 2. | New Years Day | 10. | Labor Day |
| 3. | Martin Luther King Day | 11. | Columbus Day |
| 4. | Lincoln's Birthday | 12. | Election Day |
| 5. | Washington's Birthday | 13. | Veteran's Day |
| 6. | Good Friday | 14. | Thanksgiving Thursday |
| 7. | Memorial Day | 15. | Thanksgiving Friday |
| 8. | 1/2 Day Christmas Eve | 16. | Christmas Day |

Section B. Those employees working on any of the above holidays shall be paid at a rate equal to two and a half times their normal rate of pay.

ARTICLE XII

LEAVES

Section A. Unpaid Leave: Any employee for a sound reason may receive unpaid leave at the sole discretion of the Township for a maximum period of six (6) months upon request and may be granted possible extensions upon approval of the Business Administrator. Said unpaid leave shall only be granted after employee's use of appropriate accrued unused paid leaves. During said unpaid leave, the employee shall be required to assume the cost of medical coverages. Failure to return from a granted unpaid leave shall be considered automatic termination.

Section B.

1. Definition - Sick leave shall mean paid leave that shall be granted to an employee who:

- a. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position: or
- b. Is quarantined by a physician because the employee has been exposed to a contagious disease.

2. Each employee shall receive thirteen (13) days a year for sick leave to be paid days off. Any unused time shall be accumulated from year to year to be used solely for the purposes outlined in Section B(1) above.

3. All those employees who are members of the Union on the date of this agreement and who retire in good standing shall have their accumulated sick time treated in accord with

one of the following options. Employees shall notify the Employer of their irrevocable option within 30 days of the execution of the date of this agreement. Any employee who fails to select an option shall receive option A:

Option A. Payment of one hundred percent of all accumulated sick leave to a maximum of Twenty Thousand Dollars (\$20,000.00). Any employee who has accumulated more than \$20,000.00 in accumulated sick leave as of January 1, 2004 shall be capped at the amount as of that date calculated using 2004 rates of pay. The Township shall determine the number of accumulated sick days available to the employee in excess of the \$20,000.00 cap established herein and shall buy back those sick days over the term of this agreement at a time to be determined by the Township in its sole discretion. The Township may spread said buy back over a number of payments, however the amount to be paid for the sick days shall be based upon the hourly rate of the employee for the year in which payment is made. If any employee who has ten (10) years of continuous service in the Township should predecease his retirement from the employer, any accrued benefits shall be paid to his/her beneficiaries. Employees, who have selected this option, may elect to be paid for unused sick time accumulated in the future. The rate of pay will be 100% for the first six (6) sick days unused, and 50% for the second six (6) days of unused sick time. The employee must notify the Employer on January 10th of his or her election, payment to be made in the first pay check after February 15th of the year.

Option B. Payment of one hundred percent of all accumulated sick time as of January 1, 2004. The Township shall determine the number of accumulated sick days

available to the employee as of January 1, 2004 and shall buy back those sick days over the term of this agreement at a time to be determined by the Township in its sole discretion. The Township may spread said buy back over a number of payments, however the amount to be paid for the sick days shall be based upon the hourly rate of the employee for the year in which payment is made.

4. All accumulated time shall be prorated for the year in which an employee retires as of the last day of work. This shall include vacation, personal days, clothing and shoe allowance or any sick time pursuant to Section B(3) above. There shall be no terminal leave under this agreement except as provided for in Article XII, Section E.

Section C. Jury Duty: An employee who is called for Jury Duty shall be paid for the scheduled working time lost; however, the employee shall be required to give prior notice to the employer of said employee's call for Jury Duty. If on any given day an employee is attending jury duty within the County of Middlesex and the employee is released by the Court prior to 2 p.m., that employee shall be required to work that day in order to receive pay for that day.

Section D. An employee shall be granted four (4) working days off with full pay upon the death of a wife, husband, son, daughter, parent, brother, sister, grandparent, all step relatives or similar degree and brothers, sisters, parents and grandparents of employee's spouse.

An employee shall be granted one (1) working day off with full pay, in case of death of a relative not enumerated in Section A above or a person who has unusually close relationship with the employee for the purpose of attending the funeral. Such leave is subject to the prior approval of the immediate supervisor or department head.

Section E. Terminal Leave: Any employee who resigns in good standing having been

continuously employed by the Township for ten (10) years or more shall receive twenty (20) days of terminal leave or severance pay.

Section F. Major Illness: Any employee after two years permanent service shall in case of major illness determined by a physician selected by the Township or major surgery which requires lengthy absenteeism, not to exceed a period of one (1) year, will receive full compensation. This benefit will become effective after an absence of twenty (20) working days. This is in lieu of disability insurance. The Township may provide disability insurance coverage in lieu of this benefit. In the event that there is a difference of professional opinion between the Township physician and the employee's personal physician, the employee will submit to examination by a third doctor to be paid by the Township and selected from a list provided to the Union by the Township. Said doctor's opinion shall be controlling.

Section G. Military Leave: All bargaining unit employees shall be entitled to military leave in accordance with State statutes.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

Section A. Start times shall be included in this agreement as they exist as of October 1, 2004.

Section B. Any work performed beyond eight (8) hours in any one day shall be considered overtime and compensated at the rate of one and one-half (1 1/2) times the hourly rate of pay. A guarantee of 4 hours shall be paid for said work.

Section B2. Employees may be assigned to the following work weeks subject to the provisions of this Article:

Work week 1. Monday – Friday
Work week 2. Wednesday – Sunday
Work week 3. Tuesday – Saturday
Work week 4. Sunday – Thursday

Only those employees hired or promoted into the unit after October 1, 2004 may be assigned to work weeks 2, 3 or 4 without their consent.

Section C. Any work performed on a non-scheduled work day shall be compensated at one and one-half (1 1/2) times the hourly rate of pay. There shall be a guarantee of four (4) hours pay if called in on a non-scheduled work day.

Section D. Any work performed on Sunday for employees who work a Monday through Friday work week shall be compensated at two (2) times the hourly rate of pay. There shall be a guarantee of four (4) hours pay if called in on Sunday.

Section E. In the event an employee is called back to work after the end of a normal work shift, the employee shall be compensated for at one and one-half (1 1/2) times the hourly rate of pay.

There shall be a guarantee of four (4) hours pay.

Section F. Emergency time. After every eight (8) hour shift the rate of pay shall increase by one-half (1/2) times the rate. The Township agrees to enforce applicable Department of Transportation regulations concerning maximum hours of work.

Section G. Dinner Allowance. Each employee shall receive a five (5.00) dollar allotment for dinner. This shall be paid employees after five (5) continuous hour shifts after lunch Monday-Friday. Emergency time; Saturday, Sunday, and holidays, said dinner allowance shall be paid after every five (5) hour shift.

Section H. The starting times for any employee as established in Section A above, may be changed by the employer upon ten (10) days' notice unless a change is required due to an emergency affecting the public health or safety as determined by the Director of Public Works.

ARTICLE XIV

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, as well as the following rights:

1. To exercise the executive management and administrative control of the Township and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. Proposed new rules or modification of existing rules governing negotiable working conditions shall be negotiated with the Union before they are established as provided by the statute.

4. To hire all employees, whether permanent, temporary or seasonal; to promote, transfer, assign or retain employees.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Township from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient or nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40:1-1 et seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

ARTICLE XV

NON-DISCRIMINATION

No employee shall be discriminated against because of race, creed, religion, color, age, sex or national origin.

ARTICLE XVI

CLOTHING ALLOWANCE

Each employee shall be entitled to \$850.00 per year for years 2002 - 2004 clothing and for clothing maintenance which shall be paid in the first paycheck following April 1st each year. Beginning on January 1, 2005 the Clothing allowance shall terminate. Each employee shall be entitled to \$160.00 per year for years 2002-2004 for shoe allowance which shall be paid in the first paycheck following April 1st each year. Beginning on January 1, 2005 the Shoe Allowance shall terminate. Clothing requirements shall be established by the Director of Public Works.

ARTICLE XVII

PERSONAL DAYS

1. Employee covered under this Agreement shall be allowed five (5) days of personal leave annually for transactions of personal business with the approval of the Department Head. Such leave shall be non-cumulative.

2. A personal business day application shall, except in cases of emergency, be made at least three (3) working days prior to the personal day to be taken.

3. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day except in cases of emergency.

4. Employees promoted into the bargaining unit on or after January 1, 1993 shall enjoy personal days under the following schedule:

0-5 years	no days
5-10 years	1 day
10 & years	2 days

ARTICLE XVIII

INSURANCE

Section 1. The Township agrees to provide major medical, hospitalization, prescription, vision and dental coverage to permanent full time employees as follows:

A. PRESCRIPTION BENEFITS:

Employees shall be responsible for the following co-pays per thirty-four (34) day supply:

	Brand	Generic
2005	\$7.00	\$0.00
2006	\$10.00	\$0.00

B. MAJOR MEDICAL AND HOSPITALIZATION:

I. Employees hired prior to the date of the execution of this contract shall have the following options:

1) Point of Service (POS) Plan with no employee contribution:

a. In-Network provider with a co-pay of \$15 per visit

b. Out of Network provider as follows:

i. Individual deductible -- \$150

ii. Family deductible -- \$300

iii. For single coverage, the employee is responsible for thirty (30) percent of the first \$10,000.00 of submitted and covered eligible expenses up to \$3,000.00, excluding the deductible, after which benefits will be paid at one hundred

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

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

v. Coverage for dependents shall terminate on said dependents twenty-third (23)rd birthday.

2) Traditional Plan with 48 weekly employee contributions per year as follows effective January 1, 2005

	2005	2006
Single	11.50	14.50
Parent/child	21.50	27.50
Husband/Wife	23.50	30.00
Family	30.50	38.50

a. Deductions and co-pays as follows:

- i. Individual deductible -- \$300
- ii. Family deductible -- \$600
- iii. For single coverage, the employee is responsible for

twenty (20) percent of the first \$1,500.00 of submitted and covered eligible expenses up to \$300.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses. For family coverage, the employee is responsible for twenty (20) percent of the first \$3,000.00 of submitted and covered eligible expenses up to \$600.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses.

- iv. Benefits covered under this article shall have a maximum lifetime limit of two million dollars (\$2,000,000).
- v. Coverage for dependents shall terminate on said dependents twenty-third (23) rd birthday.

II. Employees hired following the date of the execution of this contract shall be provided with the following:

- 1) Point of Service (POS) Plan described in Section b(1) above, single coverage only: Employees may buy up to family coverage with an employee contribution of \$25.00 per weekly payroll.

- C. Vision and Dental coverage as provided to employees on January 1, 2001. Employees shall have the option to select alternative Dental coverage offered by the Township.
- D. Retirees with less than 25 years of service have the option of continuing insurance coverage by paying the Township the amount of the premium required to continue coverage. It is understood the Township will provide this benefit contingent upon the insurance carrier permitting same. The Township requires a six month premium in advance and is permitted to charge a 2% Administrative fee.
- E. Employees who work within Edison Township in a permanent full time capacity for twenty-five (25) full years will be provided the same health benefits as generally provided to other employees covered by this agreement when they retire, at no charge, and coverage for the employee's surviving spouse in case of death of the retired employees. Any retiree attaining the age of sixty-five (65), and qualified, must enroll into Part A and Part B of Medicare. While the Township will continue to pay for an eligible retiree's medical benefits, the Township will not be responsible for a retiree's Medicare premium.
- F. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits are provided.

ARTICLE XIX

WORK INCURRED INJURIES

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within sixteen (16) hours thereof to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

C. No loss of pay for duration.

D. Determination of physician shall be grievable.

ARTICLE XX

FULLY BARGAINED AGREEMENT

A. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

B. 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 the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter; whether or not covered by 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.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The Union for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right not expressed in this Agreement.

D. This Agreement is separate and distinct from, and independent of all other agreements entered into between Union and other employer organizations irrespective of any similarity between this Agreement and any such other Agreements. No act or thing done by the

parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

F. The parties acknowledge that the Township has implemented a drug-free workplace policy for Township employees and Township employees holding commercial drivers licenses. The provisions of those policies which may be deemed negotiable under state law are made a part of this Contract for reference.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. 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 or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (the concerted failure to report for duty), work stoppage, slow-down, walk-out or other illegal job action against the Employer.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke appropriate penalties.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or 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 of the Union by its members.

E. The employer agrees not to lock out its employees.

F. All employees covered by this contract shall be bound by the Township's Drug and Alcohol Policy.

ARTICLE XXIII

OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employee recognizes that his/her primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if he/she is called back to perform service on an emergency basis at hours other than during his/her normal tours of duty. Employees will advise the Department Head of the location of said outside employment.

ARTICLE XXIV

BULLETIN BOARDS

The Township shall provide a bulletin board(s) in a conspicuous location that the Union and the Township agree to for the exclusive use of the Union for the purpose of posting Union announcements and other information. All such material shall first be submitted by a Union elected officer to the Township's Business Administrator or his designee and must be reviewed and approved by the Business Administrator or his designee before it can be posted. No such material deemed by the Business Administrator or his designee, to be controversial in nature, shall be posted.

The Union and Business Administrator or his designee will initial all notices before they are posted, and the parties agree that the Business Administrator's refusal to approve any notice will not be the subject of a grievance.

ARTICLE XXV

EDUCATION BENEFITS

All employees covered by this Agreement shall be eligible to receive financial reimbursement of job related courses, including career or development, in the following areas:

- (a) Business/Vocational/Technical courses.
- (b) Career development and continuing education courses which will aid the

employee in his employment with the Township.

The decision of job-relatedness and thus reimbursement eligibility is within the Township's sole discretion.

All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments which have also been approved by the Township, and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in the amount per credit hour as charged by Rutgers University. Prior approval from the employee's respective department head and the Township Administrator, indicating that the courses are eligible for reimbursement, must be obtained. All training courses that are successfully completed by the bargaining unit members, shall be paid for by the Township.

"Successfully completed" means that to gain reimbursement, the employees must obtain a certification from the educational institution involved, that if a grade of "C" or better, has been obtained. If no letter grades are provided, then a certification must show that the employee has completed and PASSED the course. Employees who leave the employ of the Township within one year of receipt of the monies shall remit all monies received except in cases of death or disability.

The cost of vocational training courses that are directly job related as determined by the

Business Administrator and employee's respective department head and which have been approved according to the Township's needs and budgetary concerns, will be reimbursed at the rate of 100%. All applications for vocational training courses must be submitted to the department head and the Administrator for review and approval before reimbursement can be granted.

Any annual renewal fee required for licenses maintained by the State of New Jersey and held by employees within the unit as a part of their job responsibilities shall be paid by the Township.

ARTICLE XXVI

TERM OF AGREEMENT

It is determined that this the term of this Agreement shall be January 1, 2002 through
December 31, 2006.

IN WITNESS THEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS ON THIS

_____ DAY OF _____, 2004 .

OFFICE AND PROFESSIONAL EMPLOYEES, AFL-
CIO, LOCAL 32 (Public Works Supervisors
and Foreman)

By:

TOWNSHIP OF EDISON

By: George A. Spadoro, Mayor

DATE: