

AGREEMENT BETWEEN THE TOWNSHIP OF EDISON

AND

THE NEW JERSEY REGIONAL COUNCIL OF CARPENTERS AND ITS  
LOCAL 821

JANUARY 1, 2001 THROUGH DECEMBER 31, 2006

**Louis N. Rainone**  
**DeCotiis, FitzPatrick, Cole & Wisler, LLP**  
**Glenpointe Centre West**  
**500 Frank W. Burr Boulevard**  
**Teaneck, New Jersey 07666**

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE I RECOGNITION.....	2
ARTICLE II UNION SECURITY .....	3
ARTICLE III GRIEVANCE PROCEDURE.....	5
ARTICLE IV SENIORITY.....	8
ARTICLE V HOURS OF WORK AND OVERTIME.....	12
ARTICLE VI HOLIDAYS .....	15
ARTICLE VII VACATIONS.....	16
ARTICLE VIII LEAVES .....	18
ARTICLE IX VETERANS RIGHTS AND BENEFITS .....	22
ARTICLE X WELFARE AND PENSION BENEFITS .....	23
ARTICLE XI WORK SCHEDULE.....	26
ARTICLE XII DISCHARGE.....	27
ARTICLE XIII NON-DISCRIMINATION.....	28
ARTICLE XIV CLASSIFICATIONS AND WAGE RATES .....	29
ARTICLE XV SEPARATION, RETIREMENT AND SEVERANCE PAY .....	30
ARTICLE XVI MANAGEMENT RIGHTS.....	32
ARTICLE XVII FULLY BARGAINED PROVISIONS .....	34
ARTICLE XVIII EDUCATIONAL PROGRAM .....	35
ARTICLE XIX P.A.C.....	36
ARTICLE XX DRUG AND ALCOHOL POLICY.....	37
ARTICLE XXI MISCELLANEOUS.....	38
ARTICLE XXII UNIFORMS .....	39
ARTICLE XXIII DURATION OF AGREEMENT .....	41
APPENDIX A WAGE RATES .....	42
APPENDIX B WAGE RATES .....	44

**THIS AGREEMENT** made and entered into on this of November in the year 2003 between the TOWNSHIP OF EDISON, hereinafter referred to as the "EMPLOYER", and The NEW JERSEY REGIONAL COUNCIL OF CARPENTERS AND ITS LOCAL 821, with its principal place of business at 91 Fieldcrest Avenue, Raritan Plaza II, Edison, New Jersey, hereinafter referred to as the "UNION".

**WITNESSETH:**

**WHEREAS**, the Union has presented proof that it represents a majority of the Sanitation, Garage, Disposal, Road, Parks, Police Garage Mechanic, Traffic Maintenance, Recycling, Clericals in the Parks, Sanitation and Roads only, and Public Buildings employees, excluding supervisory, office and clerical employees, and

**WHEREAS**, the Township of Edison by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all Sanitation, Garage, Disposal, Road, Parks, Police Garage Mechanic, Traffic Maintenance, Recycling, Clericals in the Parks, Sanitation and Roads only, and Public Buildings employees, excluding supervisory, office and clerical employees of the Township of Edison.

The purpose of this agreement is to promote harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment

**NOW, THEREFORE**, it is mutually agreed between the parties hereto as follows:

**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 Sanitation, Garage, Disposal, Roads, Parks, Police Garage Mechanic, Traffic Maintenance, Recycling, Clericals in the Parks, Sanitation and Roads only, and Public Buildings areas, excluding supervisory, office and clerical employees of the Township of Edison in all those matters specifically provided herein pertaining to wages, hours, and conditions of employment.

**Section 2.** The bargaining unit shall consist of all Sanitation, Garage, Disposal, Roads, Parks, Police Garage Mechanic, Traffic Maintenance, Recycling, Clericals in the Parks, Sanitation and Roads only, and Public Buildings employees, excluding supervisory, office, sanitary landfill clerk, and clerical employees of the Township of Edison.

**Section 3.** Wherever used herein the term "Employees" shall mean and be construed only as referring to a Sanitation, Garage, Disposal, Roads, Parks, Police Garage Mechanic, Traffic Maintenance, Recycling, Clericals in the Parks, Sanitation and Roads only, and Public Buildings employees covered by this agreement.

**ARTICLE II  
UNION SECURITY**

**Section 1.** The Township of Edison agrees that it will institute a form of Union security by which an employee who selects to not become a member of the Union shall be set a service fee equivalent to eighty-five (85%) percent of the initiation fee and annual dues payable to the Union by members. The implementation of this Union Security Clause shall be in accordance with the rules and regulations promulgated in accordance with law.

**Section 2. Check-Off of Union Dues**

- a. The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.
- 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.
- 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 3.** 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 4.** The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

**Section 5.** No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

**Section 6.** The Employer will continue a weekly pay schedule for the employees of this bargaining unit.

**Section 7.** It is hereby agreed by the Employer and the Union that upon request of the Council Representative, and upon reasonable notice, the Employer 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) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

**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 to be a waiver of further appeal of the decision. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).
- 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 an oral or written decision on the grievance. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).

- 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 Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the respective Department and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is unanswered by Management within the time limits, it is assumed that the grievance is denied and the Union has the absolute right to proceed to the next step).
- d. If the decision given by the Director of the respective Department involved to the Union does not satisfactorily satisfy the grievance, the Union shall notify the Business Administrator, or his designee, within three (3) working days, of its desire to meet with the Department Head, who shall meet with a representative of the Union within five (5) working days after receipt of the notice by the Business Administrator. A written decision shall be given to the Union within three (3) working days thereafter. (If the grievance is not answered within the time limit, the Township shall be considered as deciding the grievance in favor of the employee who filed the grievance).
- e. In the event the grievance is not satisfactorily settled by the meeting between the respective Department Head and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Board of Mediation to aid them in the selection of an Arbitrator, according to the rules and regulations of the Board, who shall have 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, 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 provisions of this Agreement Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said



hearing, such as witnesses and major representatives of each party.

**Section 5.** The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

**Section 6.** It is clearly understood by the parties that the Employer 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 Employer's representative, it shall be submitted to the New Jersey Public Employment Relations Commission for arbitration.

**ARTICLE IV  
SENIORITY**

**Section 1.** The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire in a Department basis, with the employee with the longest length of continuous and uninterrupted Department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer. The provisions of this section notwithstanding, for the purpose of job assignments seniority within a division shall control.

**Section 2.** Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

**Section 3. Probationary Period**

- a. The first ninety (90) days of employment for all new employees shall be considered a probationary period.
- b. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period 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 newly engaged probationary employees if they are dismissed during the probationary period.

**Section 4. Job Vacancies, New Jobs Created**

- a. If new jobs are created or if permanent vacancies, or promotional opportunities, occur of fourteen (14) days duration, in a higher-rated position, the Director of Public Works shall determine the qualifications required for the position and shall determine

which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Department Head of the respective Department within three (3) calendar days after the notification of the selection is made.

- b. The Employer agrees to post a notice of such new job or vacancy on the bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Departmental employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skill and ability to perform the work required. However, all other department employees are eligible to bid. Lateral and down-bidding will not be considered; however, the Employer may waive this prohibition in case of health problems. Once the Employer publishes a seniority list, for any reason, the Union or any of its membership must grieve said list within fifteen (15) days or the list becomes binding.
- c. If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the three (3) working days required under Section 4(b) above.
- d. Any employee so selected to fill such job shall be granted a training period of up to thirty (30) calendar days. If it shall be determined by the Employer at any time after the initial twenty (20) days of the training period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the training period. If removed from the position during or at the end of the training period, the employee shall receive the rate of

the position to which said employee is assigned.

- 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 and shall determine the appropriate hourly wage rate accordingly.

#### **Section 5. Force Reduction**

- a. The Employer agrees that it will not engage any new employees unless all of the regular, full-time employees are working the scheduled hours noted in this agreement.
- b. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer; however, no employees assigned to and performing the duties of a classification which is above that of Laborer shall be laid off unless an employee who is retained is qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be re-hired.
- c. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, secondly, into a classification carrying a lesser rate of pay, and, finally, into a classification carrying a higher rate of pay, only if said employee is qualified to perform the duties and is of greater seniority than the employee being bumped.
- d. Notice of any impending lay-off shall be placed upon the bulletin board seventy two (72) hours prior to the lay off.
- 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 no later than the regular shift beginning on the 4th calendar day following the 3rd calendar day after the date of the receipt accompanying the notice mailed by certified mail to the last address of the employee contained in the department files.
3. Lay-off of more than twenty four (24) consecutive months.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**Section 1.** The normal work week shall be from Monday to Friday, both inclusive, for all employees except:

- a. Those employees hired with the written understanding that they may be assigned to a different work week
- b. Those employees hired after the execution of this contract.

**Section 2.** Any work performed beyond eight (8) hours in any day of the normal work week shall be considered overtime compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

Any work performed on Saturday of the employee's normal work week, except for employees assigned to work weeks 2,3 or 4 pursuant to Article XI, Sections 2 and 3, shall be compensated for at one and one half (1 1/2) times the regular hourly rate of pay, and all work performed on Sunday of the employee's normal work week shall be considered overtime and compensated for at two (2) times the regular hourly rate of pay. Employees assigned to work weeks 2,3 or 4 pursuant to Article XI, Sections 2 and 3, will be compensated at one and one-half (1 1/2) times the regular hourly rate of pay for any work performed on days worked in addition to their normal work week.

**Section 3.** Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.

**Section 4.** The Employer shall notify the employees, except for those identified in Article V, Section 1a and 1b above, of any Saturday or Sunday work not later than the end of the shift on Thursday of that week only if such Saturday or Sunday work is scheduled prior to the end of the shift on Thursday of that week. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Employer to cancel such scheduled overtime be limited.

**Section 5.** 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 guaranteed eight (8) hours pay at said employee's

rate of pay.

**Section 6.** Overtime shall be distributed as equally as practical among employees capable of performing the work available Overtime work offered but refused by any employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime. However, should all employees capable of performing overtime on an overtime basis refuse the work available, the Company shall have the right to schedule such overtime amongst the employees capable of performing the work on a basis of the reverse order of seniority. Overtime will be distributed equally among all employees during the term of this agreement.

**Section 7.** In the event an employee is called back to work after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate, with one half (1/2) hour increments.

**Section 8.** Except in case of emergency or in the event of performance 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 lay-off due to a reduction in force.

**Section 9.** Employees shall be granted one fifteen (15) minute coffee break in the morning and one fifteen (15) minute coffee break in the afternoon without loss of pay. Employees shall receive a thirty (30) minute lunch break without pay. If an employee options not to use a fifteen (15) minute break in the morning and/or in the afternoon, that time is determined as lost.

**Section 10.** When an employee is called in on an emergency for snow removal, they shall be granted one (1) hour of traveling time and if the employee works eight (8) hours or more, said employee shall be granted a one-half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period for each four (4) hours over the above mentioned eight (8) hours. (At each such meal period, the employee shall be reimbursed for his meal at the rate of \$5.00 for breakfast, \$8.00 for lunch, and \$10.00 for supper). The Department of Transportation standards for time off shall be followed.

**Section 11.** In the event an employee is temporarily

transferred to a higher pay classification and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification for the period of time during which said employee is so transferred and so performed the duties of the higher rated classification. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

**Section 12.** Supervisors and (Foremen) will not perform work normally performed by members of the bargaining unit, except in an emergency or for training.



**ARTICLE VI  
HOLIDAYS**

**Section 1.** The Employer guarantees to all employees within the bargaining unit, the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

New Year's Day	Columbus Day
Martin 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
Labor Day	New Year's Eve (1/2) Day

**Section 2.** Employees who work on any of the above holidays shall be paid for such work at the rate of two and one-half (2-1/2) times the employee's regular rate, which shall include the holiday pay. To be eligible for holiday pay, said employee must work the scheduled day before and the scheduled day after the holiday unless the day is an excused day with pay, or there are extenuating circumstances to be stated in writing.

**Section 3.** If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Employer. For those employees whose regular work week includes Saturday or Sunday, if a holiday falls on a scheduled day off it will be observed on the next work day.

**Section 4.** If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within a vacation period, the said employee shall have the right upon adequate notice to the Employer, to refuse the holiday pay and to take a work day off, not during said employee's vacation period, nor the day before or the day after a holiday and suffer no loss in pay.

**ARTICLE VII  
VACATIONS**

**Section 1.** The Employer agrees to grant all employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this agreement:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
1st year	1 day per month (not to exceed 10 days)
2 to 5 years	12 days
6 to 9 years	16 days
10 years	20 days
After 11 years	1 additional day for each year after 11 years

Employees hired after January 1, 1990, shall be granted the following vacation schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
1 - 5 years	10 days
6 - 9 years	15 days
10 years	20 days
After 11 years	1 additional day for each year after 11 years

**Section 2.** The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with the above schedule.

**Section 3.** The vacation schedule shall be posted by the Employer on January 2 of each year on the bulletin board and shall remain until April 15 for employees to select vacation periods. All vacations must be selected by April 15. In preparing the final vacation schedules, the Employer shall endeavor to assign vacations on the basis of department seniority of its employees. The Director of the Department of Public Works and (the Director of Parks Department) shall in any event have the right to schedule vacations so as to permit efficient man-power in order to maintain adequate coverage during the vacation period. The Employer must post the final authorized vacation list by May 1. The above notwithstanding, employees assigned to the Sanitation Division shall make vacation selections on or before February 15<sup>th</sup> of each year.

**Section 4.** Vacations may be taken any time between January 2 and December 31. Any employee not requesting a

specific vacation period by the April 15 removal date set forth in Section 3 above shall have his vacation determined at the discretion of the Director of Public Works.

**Section 5.** Any employee may carry over up to two (2) weeks vacation for one (1) year only. Any such vacation not taken in the second year shall be lost. Accumulation shall be for one (1) year only and the entire carried over period in addition to the current vacation must be taken in the second year unless employer cancels any employee's vacation, then said vacation shall be carried over to the next year.

**Section 6.** If an employee needs to take vacation time, he may take it in four (4) hour increments. The employee must have prior approval within twenty-four (24) hours of request.

**Section 7.** The provision of this Article notwithstanding, the total number of vacation days for any employee hired after January 1, 1996, shall not exceed twenty-five (25) days.

**ARTICLE VIII  
LEAVES**

**Section 1. Leaves of Absence Without Pay**

- a. Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extensions for such leaves may be granted. Such a leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.
- b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.
- c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work, or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons when the leave is desired and the expected return to duty date.

Any employee leaving a position prior to receiving such written authorization by the respective Department Head involved shall be deemed to have left said position and abandoned such job title. Further, such an act shall be considered a resignation from the employment of the Employer

**Section 2. Paid Sick Leave**

- a. Twelve (12) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year, subject to the provisions of this Section. Employees having not used one or more of their sick days for that year will have the option to be paid their current wage rate for up to six (6) of these unused days in lieu of accumulating same. Any employee who has more than six (6) days unused from a given year and wishes to be paid wages for their remaining days, in lieu of

accumulating same, may be paid one (1) day's current rate of pay for every two (2) unused sick days. The purpose of this provision is that, at the end of each calendar year, an employee may elect to be paid for unused sick time. 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. Upon retirement, employees shall be paid one hundred (100%) percent of all unused sick days, to a maximum of:

a. Ten Thousand Dollars (\$10,000.00) for employees retiring before the date of the execution of this contract; or,

b. Twelve Thousand Five Hundred Dollars (\$12,500) for employees retiring after the date of the execution of this contract. It being the intent of the parties that this benefit is not retroactive to the beginning of the term of this contract.

b. The Director of Public Works, or his designee, may request at any time a physician designated by the Employer to determine sick time certification. All costs for said examination shall be borne by the Township. Proof of illness shall be defined to be a statement from a physician including the nature of the illness and a prognosis for recovery. If the Director determines that a pattern of suspected abusive illness exists, he shall have the right to demand a physician's certification of illness at any time notwithstanding the three (3) day limitation. Refusal to comply with such a request will subject the employee to disciplinary action.

c. In the event an employee is absent due to a work connected injury which entitles him to Workmen's Compensation, the Township agrees to reimburse the employee at full pay for up to six (6) months sick leave, with the understanding that the employee shall endorse any Workmen's Compensation checks for that period back to the

Township. Workmen's Compensation law will prevail (An employee must be out for a period of seven (7) consecutive days, inclusive of Saturday and Sunday, in order to be eligible for pay on the eighth day).

- d. If an employee has used all of his sick time, and he becomes ill, time will be charged to his remaining vacation time. If this practice appears to be abused, the Employer reserves the right to request a doctor's note to determine the validity of the illness. If an employee is suspended without pay for disciplinary purposes, the employee is not entitled to any pay.

### **Section 3. Personal Leave Days**

- a. An employee shall be entitled to no more than five (5) personal leave days with pay per annum for the transaction of personal business. Personal leave days with pay may be withheld on the day before or the day following any paid holiday or vacation, except in extenuating circumstances. All personal leave days require prior approval of the Employer at the time the request is made, except that two (2) such days may be utilized on the basis of same-day approval in the event of a verified emergency.

### **Section 4. Bereavement Leave Pay**

- a. Employees will be granted four (4) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse or child, and four (4) days in the event of the death of any other member of the immediate family defined as parent, parent-in-law, child, sister or brother, spouse, grandparents, grandparents-in-law, brother-in-law, sister-in-law, or other members of the employee's household. The Employer reserves the right to verify the legal relationship of the family member of the employee.
- b. Employees shall be granted one day off, the day of the funeral, without loss of pay, for the funeral of any other relative.
- c. Effective January 1, 1982, if an employee in the bargaining unit has to travel 450 miles to

attend a funeral, he shall be entitled to one  
(1) extra day off without loss of pay.

**Section 5. Jury Duty**

An employee who is called for Jury Duty shall be paid eight (8) hours straight time for 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. Any increase over and above present court financial payments shall be deducted from the wage rate called for by this Agreement.

**ARTICLE IX  
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 of 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 the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time for scheduled working time lost.

**Section 4.** The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.



**ARTICLE X**  
**WELFARE AND PENSION BENEFITS**

**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
2001	\$2.00	\$0.00
2002	\$2.00	\$0.00
2003	\$5.00	\$0.00
2004	\$8.00	\$0.00
2005	\$10.00	\$2.00
2006	\$10.00	\$2.00

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

vi. Coverage for dependents shall terminate on said dependents twenty-third (23)<sup>rd</sup> birthday.

2) Traditional Plan with weekly employee contributions as follows:

	2004	2005	2006
Single	10.00	15.00	16.00
Parent/child	18.00	28.00	30.00
Husband/Wife	20.00	30.00	33.00
Family	25.00	39.00	42.00

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

vi. Coverage for dependents shall terminate on said dependents twenty-third (23)<sup>rd</sup> 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.

D. Any excess contributions for medical or hospitalization made by employees after August 1, 2003 shall be refunded.

**Section 2.** Payment of a Life Insurance Policy is based upon the present policy in force within the Township.

**ARTICLE XI  
WORK SCHEDULE**

**Section 1.**

The regular hours of operation shall be 5:30 a.m. to 7:00 p.m.. The work shifts for the Vehicle Maintenance Division shall be as follows:

First shift- 5:30a.m. to 2:00 p.m.

Second shift- 10:30 a.m. to 7:00 p.m.

The Employer may assign an early start time during the months of June, July and August, with due justification, for the following departments: Sanitation, Roads, Recycling, Parks, and Vehicle Maintenance. The Township also reserves the right to assign Sanitation employees early starting times between 6:00 a.m. and 8:00 a.m., with just cause.

**Section 2.** 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 with the written understanding that they may be assigned to a different work week, and those employees hired after the execution of this contract may be assigned to work weeks 2, 3 or 4 without their consent.

**Section 3.** Shift and work week assignments may be changed at any time upon mutual agreement by the Employer and Employee. Any employee hired prior to the date of the execution of this contract who agrees to be assigned to work weeks 2, 3 or 4 shall receive a 2% salary differential. Shift and work week assignments will be made by the Director of Public Works with the approval of the Business Administrator on 30 days notice.

No employee hired prior to the execution of this contract except for employees of the Vehicle Maintenance Division shall be assigned to a different shift unless this was understood by the employee at the time of employment. Shift assignments in the Vehicle Maintenance Division shall be based upon seniority within job classifications. Any employee assigned to the second shift in the Vehicle Maintenance Division shall receive a 2% shift differential.

**ARTICLE XII**  
**DISCHARGE**

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge. If an employee is to be disciplined, it must be done within five (5) working days

**ARTICLE XIII**  
**NON-DISCRIMINATION**

It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

**ARTICLE XIV  
CLASSIFICATIONS AND WAGE RATES**

**Section 1.** Wage rates for each classification employed by the Township shall be as set forth in Appendices A and B attached to this Agreement.

**Section 2.** In addition to the wage increase, employees shall receive a longevity bonus in accordance with the following schedules:

**Years of Service**

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

Employees hired after January 1, 1990, shall receive a longevity bonus as follows:

**Years of Service**

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

Employees hired after December 2, 1993, will no longer be eligible for longevity bonus.

**ARTICLE XV**  
**SEPARATION, RETIREMENT AND SEVERANCE PAY**

**Section 1.** Separation from the service of the Employer may result from voluntary resignation of the employee, or by the termination of said employee's services by the appropriate Department Head.

**Section 2.** Employees who resign will tender their resignation in writing, if possible, at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and breaking in a successor.

**Section 3.** Termination of a full-time employee's services can only be accomplished after such recommendation in writing has been referred to, reviewed, and approved by the appropriate Department Head

**Section 4.** 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 employee's Personal History File, as evidence of satisfaction of all claims against the Employer.

**Section 5. Severance Pay:** In the event of separation from employment through termination of service, except for cause, the following terms governing severance pay shall apply when related to length of service:

1 year to 5 years' service	1 day pay for each year of service
5 years to 10 years' service	1 day pay for each year of service
Over 10 years' service	20 working days

The terms of this Section shall not apply to part-time or temporary employees with the express understanding that under no circumstances shall severance pay be granted to employees who are discharged for cause, or who quit and terminate their employment of their own volition.

**Section 6.** 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.



**Section 7. Medical Benefits on Retirement**

- a. Employees upon retirement with twenty-five (25) years of pensionable service credit or on a disability retirement after fifteen (15) years of pensionable service credit with the Township, shall be eligible for continuous medical coverage for themselves and their eligible spouse or dependents at the time of retirement in accordance with the provisions of Article X, section 1 of this agreement. Employees not meeting the twenty-five (25) year requirement will be extended medical coverage at their own cost as required by Federal COBRA statutes.
- b. Any retiree or spouse 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.
- c. The provisions of subsection (a) shall not apply to any employee who is convicted under State or Federal Law of a crime or offense committed while in the employ of the Township of Edison which results in either the forfeiture of his or her Public Office or employment or bars said employee from Public Office or employment.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

**Section 1.** Management shall have the right to determine all matters concerning the management and administration of various Divisions of the Department of Public Works of the Township of Edison to include but not be limited to:

1. The right to direct the work force.
2. To fire and discharge for just cause, inefficiency, incompetence, and other good and sufficient reasons.
3. To determine manning levels and the number of employees required for a specific job assignment.
4. To determine its own negotiating team and administrators.
5. To determine its own procedures for the verification of sick time.
6. To determine qualifications for employment with the Township.
7. Subcontracting and reorganization decisions
8. To determine performance evaluation criteria
9. To determine reduction or expansion of facilities, equipment and supplies, and delivery of services to the public.
10. To determine job assignments and transfers
11. To determine promotion criteria and make productivity studies. Such criteria will be negotiated with the Union if they impact terms and conditions of employment. All said management rights are subject to, and limited by, the specific provisions of this agreement

**Section 2.** No lock out of employees shall be instituted by the Municipal 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, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve the suspension of or interference with the normal work of 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 from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Municipal Employer.

**Section 3.** The employer and the union agree to form a Labor and Management Committee to provide advice on items 10 and 11 in section 1 of this Article. No action or inaction of this committee shall in anyway interfere with the management prerogative set forth in items 10 and 11 or otherwise provided for in this contract.

**ARTICLE XVII**  
**FULLY BARGAINED PROVISIONS**

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 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.

ARTICLE XVIII  
EDUCATIONAL PROGRAM

Deleted.

**ARTICLE XIX**  
**P.A.C.**

The employer agrees to cooperate in the institution of a payroll deduction for a Union Political Action Committee in the event the Union determines to initiate a PAC.

**ARTICLE XX**  
**DRUG AND ALCOHOL POLICY**

The parties agree that they shall be bound by the Township's Drug and Alcohol Policy for employees with commercial driver's licenses and the policy for all other employees, which shall be incorporated herein by reference.

**ARTICLE XXI**  
**MISCELLANEOUS**

The parties recognize that there are five employees who were members of the UAW bargaining unit but who, as a result of the elimination of their positions are now employed in Union positions. These employees will immediately be enrolled in Edison Workers Union. Their salaries for year shall be maintained at their year 2000 level and they will be eligible for any pay increase provided for in this contract. The provision of Article VII, Section 2 notwithstanding the sick time buyout for these employees shall be capped at the amount of sick time accumulated on December 31, 2000 at 2000 rates or \$12,500 whichever is greater.



**ARTICLE XXII**  
**UNIFORMS**

- a. All employees shall wear OSHA approved shoes or sneakers at all times. Each employee will be provided \$160.00 each year for the purchase of Ankle-top safety shoes and insulated boots. Beginning calendar year 2004, payment shall be made on the first pay date following April first of each year.
- b. Sanitation and Recycling employees will receive fifteen (15) pairs of canvas gloves, three (3) pairs of cotton gloves and three (3) rubber gloves per year. All other departments will receive twelve (12) pairs of canvas gloves, three (3) pairs of cotton gloves and two (2) rubber gloves per year. Gloves will be replaced when old, damaged gloves are returned.
- c. Other protective clothing and equipment which in the opinion of the Employer is necessary to perform the job.
- d. Shields or goggles, prescription type, if necessary.
- e. Effective January 1, 2004 the clothing and maintenance allowance shall be increased to \$800.00 per year. Payment shall be made to the Employee when the annual budget is adopted. Beginning with calendar year 2004, clothing and maintenance allowance will be paid with the first pay check following April first of each year.
- f. The Director of Public Works shall establish a dress code for each Department and any employee without his or her proper uniform or safety equipment shall not be permitted to work and shall be docked for any time lost as a consequence of such failure to appear in proper attire and with appropriate safety equipment as determined by the Director. The Sanitation Department dress code will be blue or black sweat pants and orange tee shirts. In consultation the employees the Township may establish a secondary color shirt to be used between May and October.

- g. The Township shall pay 2/3 the cost of the Union Disability Insurance policy which covers each employee.
- h. The Township will supply the Mechanics and Mechanic's Helper with a tool replacement allowance each year of the contract. Effective January 1, 2004 the allowance shall be increased to \$350.00. Beginning with calendar year 2004, the tool allowance will be paid on the first pay date following April first of each year.

**ARTICLE XXIII  
DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective January 1, 2001 and shall continue in full force and effect until December 31, 2006.

This 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 case, the parties shall endeavor to negotiate a new Contract within sixty (60) days prior to the expiration of this Agreement.

Except as set forth above, all provisions of the collective bargaining Agreement between the parties remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

**TOWNSHIP OF EDISON**

**NEW JERSEY REGIONAL  
COUNCIL OF CARPENTERS**

BY: \_\_\_\_\_  
George A. Spadaro, Mayor

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Reina Murphy, Township Clerk

BY: \_\_\_\_\_

COMMITTEE:

\_\_\_\_\_  
Roger Palmer, President

\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

A. The wage rates for 2001-2006 for all employees hired prior to the execution of this agreement are as follows:

Title	2001	2002	2003	2004	2005	2006
Asst. Tire Repair	14.81	15.27	15.76	16.26	16.75	17.32
Body and Fender Mechanic	22.21	22.90	23.63	24.39	25.12	25.97
Custodians-Public Bldgs.	18.12	18.68	19.28	19.90	20.49	21.19
Diesel Mechanic	22.68	23.38	24.13	24.90	25.65	26.52
Driver	19.44	20.04	20.68	21.35	21.99	22.73
Equipment Operator A	20.51	21.15	21.82	22.52	23.20	23.99
Equipment Operator B	20.31	20.94	21.61	22.30	22.97	23.75
Equipment Operator C			20.68	21.94	22.60	23.37
Garage Apprentice	14.06	14.50	14.96	15.44	15.90	16.44
General Maintenance-Public Bldgs.	20.31	20.94	21.61	22.30	22.97	23.75
Hydraulic Mechanic/Welder	22.21	22.90	23.63	24.39	25.12	25.97
Lead Maintenance Man	19.69	20.30	20.95	21.62	22.27	23.03
Leadman	19.83	20.44	21.10	21.77	22.43	23.19
Lifter (hired AFTER Jan 1, 1990)	16.73	17.25	17.80	18.37	18.92	19.56
Lifter (hired PRIOR TO Jan 1, 1990)	18.88	19.47	20.09	20.73	21.35	22.08
Maintenance Man-Public Bldgs.	19.44	20.04	20.68	21.35	21.99	22.73
Maintenance Clerk	19.44	20.04	20.68	21.35	21.99	22.73
Maintenance Man	18.75	19.33	19.95	20.59	21.21	21.93
Mechanic	20.31	20.94	21.61	22.30	22.97	23.75
Mechanic's Helper	19.44	20.04	20.68	21.35	21.99	22.73
Steam Wash Operator/Tire Repair	18.94	19.53	20.15	20.80	21.42	22.15
Tandem Truck Driver	19.98	20.60	21.26	21.94	22.60	23.37
Tire Repairman/Mechanic's Helper	19.44	20.04	20.68	21.35	21.99	22.73
Traffic Maintenance Man	18.83	19.41	20.03	20.68	21.30	22.02
Welder	20.57	21.21	21.89	22.59	23.26	24.06

B. Any employee who works in the Public Buildings from 3:00 P.M. to 11:00 P.M. shall receive a shift differential of fifty(\$.50) cents per hour.

C. Effective December 2, 1993, Garage Apprentice after two (2) years goes to Mechanic's Helper rate.

D. Effective December 2, 1993, Asst Tire Repair after two (2) years goes to Mechanic's Helper rate.

E. To be eligible for the Equipment Operator C rate, an employee must be assigned to a two man recycling truck or one-armed robotic vehicle and possess a valid commercial drivers license.

F. The above wage rates reflect the following increases:

- 2001 - 3.1%
- 2002 - 3.1%
- 2003 - 3.2%
- 2004 - 3.2%

2005 - 3.0%  
2006 - 3.4%

## APPENDIX B

A. The wage rates for 2003-2006 for all employees hired following the execution of this agreement are as follows:

Title	2003	2004	2005	2006
Asst Tire Repair	15.76	16.26	16.75	17.32
Body and Fender Mechanic	23.63	24.39	25.12	25.97
Custodians-Public Bldgs	17.80	18.37	18.92	19.56
Diesel Mechanic	24.13	24.90	25.65	26.52
Driver	18.03	18.60	19.16	19.81
Equipment Operator A	18.71	19.31	19.89	20.56
Equipment Operator B	18.53	19.12	19.69	20.36
Equipment Operator C	18.03	18.60	19.16	19.81
Garage Apprentice	14.96	15.44	15.90	16.44
General Maintenance-Public Bldgs.	18.42	19.01	19.58	20.24
Hydraulic Mechanic/Welder	23.63	24.39	25.12	25.97
Lead Maintenance Man	19.34	19.96	20.56	21.26
Leadman	18.70	19.29	19.87	20.55
Lifter	17.80	18.37	18.92	19.56
Maintenance Clerk	18.42	19.01	19.58	20.24
Maintenance Man	18.42	19.01	19.58	20.24
Mechanic	21.61	22.30	22.97	23.75
Mechanic's Helper	18.27	18.86	19.42	20.08
Steam Wash Operator/Tire Repair	17.80	18.37	18.92	19.56
Tandem Truck Driver	18.53	19.12	19.69	20.36
Traffic Maintenance Man	18.42	19.01	19.58	20.24
Welder	21.89	22.59	23.26	24.06

B. Any employee who works in the Public Buildings from 3:00 P.M. to 11:00 P.M. shall receive a shift differential of fifty (\$.50) cents per hour.

C. Effective December 2, 1993, Asst Tire Repair after two (2) years goes to Mechanic's Helper rate.

D. To be eligible for the Equipment Operator C rate, an employee must be assigned to a two man recycling truck or one-armed robotic vehicle and possess a valid commercial drivers license.

E. The above wage rates reflect the following increases:

- 2004 - 3.2%
- 2005 - 3.0%
- 2006 - 3.4%