

**RESOLUTION**

WHEREAS, the Township of Edison and OPEIU Local 32 (DPW Supervisors) are parties to a collective negotiations agreement covering the period January 1, 2007 to December 31, 2011, which has expired; and

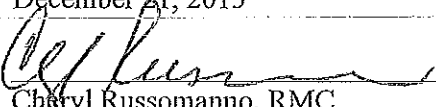
WHEREAS, the Township and OPEIU Local 32 (DPW SUPERVISORS) have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor agreement; and

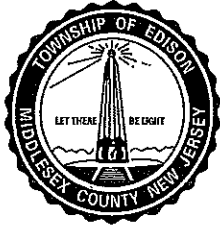
WHEREAS, the Township and OPEIU Local 32 (DPW SUPERVISORS) have reached an understanding on terms and conditions for a new agreement subject to ratification by the Township and approval by the Governing Body; and

WHEREAS, the terms and conditions for a new agreement have been ratified by the membership of OPEIU Local 32 (DPW Supervisors).

**NOW THEREFORE BE IT RESOLVED** that the Council hereby accepts and ratifies the attached Collective Negotiations Agreement relative to OPEIU Local 32 (DPW Supervisors) for the period January 1, 2012 through December 31, 2017.

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

  
Cheryl Russomanno, RMC  
Municipal Clerk



# EDISON

*Office of the Business Administrator*

**Thomas Lankey, Mayor**

Edison Municipal Complex  
100 Municipal Boulevard  
Edison, New Jersey 08817-3302  
Main Phone: (732) 248-7298  
Main Fax: (732) 287-6679

February 3, 2016

Mary Short  
OPEIU Local 32  
Autumn Ridge Office Park  
3350 Highway 138, Bldg. 2, Suite 125  
Wall, NJ 07719

Re: OPEIU Contract

Dear Ms. Short:

Enclosed please find 2 originally executed copies of the new contract and MOU between the Township of Edison and OPEIU Local 32 for your records. Please ensure same are distributed to your members.

Sincerely,

Maureen Ruane  
Business Administrator

cc: Cheryl Russomanno, Township Clerk  
June Brescher, Human Resources

**A G R E E M E N T**

**BETWEEN**

**OFFICE AND PROFESSIONAL EMPLOYEES, AFL-CIO LOCAL 32**

**-and-**

**TOWNSHIP OF EDISON**

**January 1, 2012 through December 31, 2017**

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	DUES DEDUCTION	2
ARTICLE III	UNION SECURITY	4
ARTICLE IV	GRIEVANCE PROCEDURE	5
ARTICLE V	SENIORITY	8
ARTICLE VI	JOB VACANCIES, NEW JOBS CREATED	9
ARTICLE VII	LAYOFF AND RECALL	11
ARTICLE VIII	WAGES	13
ARTICLE IX	LONGEVITY	14
ARTICLE X	VACATIONS	15
ARTICLE XI	HOLIDAYS	17
ARTICLE XII	LEAVES	18
ARTICLE XIII	HOURS OF WORK AND OVERTIME	21
ARTICLE XIV	MANAGEMENT RIGHTS	23
ARTICLE XV	NON-DISCRIMINATION	25
ARTICLE XVI	CLOTHING ALLOWANCE	26
ARTICLE XVII	PERSONAL DAYS	27
ARTICLE XVIII	INSURANCE	28
ARTICLE XIX	WORK INCURRED INJURIES	30
ARTICLE XX	FULLY BARGAINED AGREEMENT	31
ARTICLE XXI	SEPARABILITY & SAVINGS	33
ARTICLE XXII	MAINTENANCE OF WORK OPERATIONS	34
ARTICLE XXIII	OUTSIDE EMPLOYMENT	35
ARTICLE XXIV	BULLETIN BOARDS	36
ARTICLE XXV	EDUCATION BENEFITS	37
ARTICLE XXVI	TERM OF AGREEMENT	39

**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:

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.

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 mandatory 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 subject to arbitration.

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 there under, 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 permanent vacancies occur, the Township shall determine the qualifications required for the position and shall determine through internal posting and external advertising, which if any of the applicants meets the qualifications required for appointment to said position. Preference shall be given to employees already hired if said employee meets all necessary qualifications. However, the Township has every right to employ from outside the Union membership if all qualifications cannot be achieved from within.

Section B. The Township agrees to post a notice of such new jobs or vacancies on the bulletin board for a period of five (5) working days. Such notice shall contain the job title, job description, rate of pay, necessary qualifications, and when the job will become available. Employees must submit a letter of interest and attach a resume or work experience summary. If a current employee is selected as the successful candidate they will be personally notified and a notice placed on the bulletin board within 5 days.

Section C. Any employee so selected to fill such a position shall be granted a trial period of seventy-five (75) days. During that trial period a thirty (30) and sixty (60) day written progress report will be reviewed by that employee and his direct supervisor. If prior to the seventy-five (75) day trial period it is determined that the employee is not meeting the needs of the position, he or she will be returned to his or her previous position and maintain his or her seniority and salary status.

Section D. The Township reserves the right to temporarily place an employee who is outside the Bargaining Unit to satisfy a need arisen by a vacancy for a period not to exceed forty-five (45) days. A temporary position can be filled one time only.

Section E. Any new employee selected will have a probationary period of 180 days

and will be compensated at the contractual rates for their title. Employees may be discharged without cause during this 180 day probationary period. If the Employee is unsuccessful in completing this probationary period and they were previously a Township Employee, they will be demoted back to their prior position. This 180 day probationary period is applicable to employees hired or promoted permanently as of January 1, 2015; this probationary period does not apply to acting employees.

## 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.

1. 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.

2. 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.

1. Effective 2012, 2013 and 2014, Employees shall receive the following retroactive pay:
  - i. Less than ten (10) years of service to the Township as of the date this MOU is executed: \$400.00 per year paid out, less taxes and pension and the \$400.00 will also be added to the base salary for each year
  - ii. Ten (10) years thru nineteen (19) years of service to the Township as of the date this MOU is executed: \$500.00 per year paid out, less taxes and pension and the \$500.00 will also be added to the base salary for each year
  - iii. Twenty (20) or more years of service to the Township as of the date of this MOU: \$750.00 per year paid out, less taxes and pension and the \$750.00 will also be added to the base salary for each year
2. Salary Increase:
  - i. Effective January 1, 2015: 2.0%
  - ii. Effective January 1, 2016: 2.0%
  - iii. Effective January 1, 2017: 2.0%

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, 2012.

D. If a member of this bargaining unit is asked to perform the duties of a position in a higher classification, that employee shall receive out of title pay at the rate for the higher classification.

**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.

C. An employee promoted into a position covered by this bargaining unit shall receive longevity only if said employee was receiving or qualified for longevity under his/her previous bargaining unit contract.

**ARTICLE X**

**VACATIONS**

Section A. 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:

1 year 1 day per month not to exceed 10 days.

From the beginning of year 2 until the end of year 5 12 days

From the beginning of year 6 until the end of year 9 16 days

From the beginning of year 10 until the end of year 10 20 days

One day for each additional year beginning year 11 to a maximum of 25

Section B. For all employees who become a member of the Union on or after January 1, 2016, the vacation schedule shall be as follows:

- o First year of employment: 10 days
- o 2-5 years of employment: 12 days
- o 6-10 years of employment: 15 days
- o 11-15 years of employment: 18 days
- o 16-20 years of employment: 20 days
- o 21 or more years of employment: 25 days

Section C. Beginning in contract year 2016, members can sell back one week of vacation annually, at a 1 for 1 rate. The notice of intention to sell back must be provided to the Township by December 1<sup>st</sup> of the prior calendar year for budgetary purposes.

Section D. Beginning in contract year 2017, if a member retires on or after July 1<sup>st</sup> of any calendar year, s/he shall be entitled to be credited with their full annual allotment of vacation days for that calendar year and shall be entitled to be paid out for unused time at the time of retirement.

Section E. Any unused vacation time may be carried over from year to year, up to one years allotted vacation time, with approval of Director, which will not be unreasonably withheld.

Section F. In the event that an employee is promoted to job classifications covered by this contract who has now been granted a lesser vacation schedule, said employee shall continue to be covered by a lesser vacation.

Section G. The provisions of Section A above notwithstanding, any current member of the Bargaining unit who, as of calendar year 1999, had earned more than 25 vacation days under previous contracts shall have their vacation days capped at that number. All other members of the 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:

- a. New Years Eve
- b. New Years Day
3. Martin Luther King Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Good Friday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Election Day
12. Veteran's Day
13. Thanksgiving Day
14. Thanksgiving Friday
15. 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 coverage. 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 for 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. Beginning in contract year 2016, members can sell back one week of sick time annually, at a 1 for 1 rate. The notice of intention to sell back must be provided of the Township by December 1<sup>st</sup> of the prior calendar year for budgetary purposes. The maximum payout at retirement for accumulated sick time is \$15,000.00.

3. Sick time shall be prorated for the year in which an employee retires as of the last day of work. There shall be no terminal leave for employee except as provided for herein in this

Article XII, Section E. A tentative retirement benefit calculation will be provided by the Human Resources Office thirty (30) days prior to the date of retirement. Payment of the retirement benefits will be made no later than 30 days after retirement.

4. As of January 1, 2016, an existing Township employee who is promoted into this unit shall receive a payout of their existing accumulated sick time prior to their promotion, at the rate of their former position. They will then receive sick time pursuant to the terms of this contract.

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/Severance Pay: (1) Any employee who leaves the employment of the Township by December 31, 2016, shall receive twenty (20) days of terminal leave or severance pay. The terms of this section however, shall not apply to those employees who have been discharged for cause. This benefit will sunset on January 1, 2017. (2) Any

employee who is laid off from the Township on or after January 1, 2017 shall receive twenty (20) days of severance pay.

Section F. Major Illness: Employees, after completion of two (2) years of full time consecutive service, in the case of major illness, major surgery, or non-work related disability, which requires lengthy absenteeism will receive full compensation, not to exceed one (1) year for each occurrence. Employees may use this benefit for a total not to exceed five-hundred twenty (520) days during said employee's career. This benefit will become effective after an absence of twenty (20) days during the first two uses of this benefit, and then a graduated increase of ten (10) working days for each additional use thereafter. Any employees who have less than the required accrued time shall be without pay during that period. The benefit will become effective after review and approval by the Township. The Township reserves the right to confirm the employee's illness through examination by the Township physician. If there is a difference of professional opinion between the Township physician and the employee's 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 employee by the Township. Said doctor's opinion will be controlling. The Township reserves the right to provide disability insurance in lieu of this benefit.

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 six (6) hour shift the rate of pay shall increase by one-half (1/2) times the rate. The maximum rate for emergency time shall be double

time and a half. The Township agrees to limit the maximum hours of work during emergency operations to 16 consecutive hours.

Section G. Dinner Allowance. Each employee shall receive a five (\$15.00) 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. Members of this bargaining unit will be notified by the Human Resources Office of any documentation regarding disciplinary actions

being added to their respective personnel files.

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**

Clothing and shoe allowance was rolled into salary in 2005 and is no longer paid separately. Clothing and shoe 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 hired 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

5. Beginning in contract year 2017, if a member retires on or after July 1<sup>st</sup> of any calendar year, s/he shall be entitled to be credited with their full annual allotment of personal days for that calendar year and shall be entitled to be paid out for unused time at the time of retirement.

**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:

Prescription benefits will be offered pursuant to the plans as offered to all employees in the Township.

B. MEDICAL INSURANCE:

1. The traditional plan is eliminated as of January 30, 2016. All employees must enroll in the Townships PPO or POS plan by February 1, 2016.

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. Coverage for the employee's surviving spouse, who was the employee's spouse at the time of retirement and eligible dependents shall continue in the event of the retired employee's death. 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 a report to the Department Head immediately or prior to leaving at the end of the work day.

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

C. No loss of pay for twelve (12) months.

## 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, 2012 through December 31, 2017.

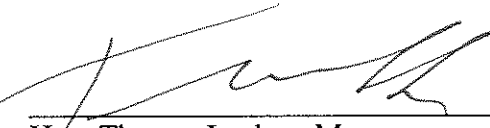
IN WITNESS THEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS ON THIS

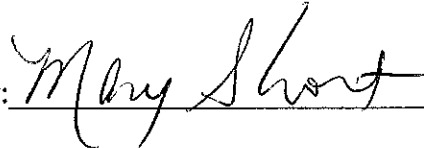
2 DAY OF February, 2016.

TOWNSHIP OF EDISON

OFFICE AND PROFESSIONAL  
EMPLOYEES, AFL-CIO,


LOCAL 32(Public Works Supervisors and  
Foreman)

By:   
Hon. Thomas Lankey, Mayor

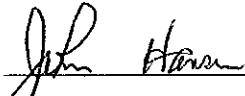
By:   
Date:

Date:

  
Maureen Ruane, Business Administrator

  
Date: 2/2/16

Date:

  
Date: 2/2/16

## MEMORANDUM OF UNDERSTANDING

Agreement made this \_\_\_\_ day of November 2015 represents the complete and final understanding on all negotiable issues between the Township of Edison, hereinafter referred to collectively as (“the Township”), and OPEIU Local 32, representing supervisors and foremen (hereinafter referred to as “OPEIU”).

WHEREAS, the Township and OPEIU are parties to a collective negotiations agreement covering the period January 1, 2007 to December 31, 2011, which has expired; and

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

WHEREAS, the parties have reached an Understanding on terms and conditions for a new agreement subject to ratification by the Township and approval by the Governing Body; and

WHEREAS, the negotiating committees for the Township and OPEIU unanimously agree to recommend this Memorandum of Understanding for ratification and approval:

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

1. **Article VI-Job Vacancies, New Jobs Created**

- Revise Section E to read: Any new employee selected will have a probationary period of 180 days and will be compensated at the contractual rates for their title. Employees may be discharged without cause during this 180 day probationary period. If the Employee is unsuccessful in completing this probationary period and they were previously a Township Employee, they will be demoted back to their prior position. This 180 day probationary period is applicable to employees hired or promoted permanently as of January 1, 2015; this probationary period does not apply to acting employees.

2. **Article VIII – Wages**

- Effective 2012, 2013 and 2014, Employees shall receive the following retroactive pay:
  - Less than ten (10) years of service to the Township as of the date this MOU is executed: \$400.00 per year paid out, less taxes and pension and the \$400.00 will also be added to the base salary for each year
  - Ten (10) years thru nineteen (19) years of service to the Township as of the date this MOU is executed: \$500.00 per year paid out, less taxes and pension and the \$500.00 will also be added to the base salary for each year
  - Twenty (20) or more years of service to the Township as of the date of this MOU: \$750.00 per year paid out, less taxes and pension and the \$750.00 will also be added to the base salary for each year

- Salary Increase:
  - Effective January 1, 2015: 2.0%
  - Effective January 1, 2016: 2.0%
  - Effective January 1, 2017: 2.0%

3. **Article X – Vacations**

- Add new Section B: For all employees who become a member of OPEIU Local 32 on or after January 1, 2016, the vacation schedule shall be as follows:
  - First year of employment: 10 days
  - 2-5 years of employment: 12 days
  - 6-10 years of employment: 15 days
  - 11-15 years of employment: 18 days
  - 16-20 years of employment: 20 days
  - 21 or more years of employment: 22 days
- Add new Section C: Beginning in contract year 2016, members can sell back one week of vacation annually, at a 1 for 1 rate. The notice of intention to sell back must be provided to the Township by December 1<sup>st</sup> of the prior calendar year for budgetary purposes.
- Add new Section D: Beginning in contract year 2017, if a member retires on or after July 1<sup>st</sup> of any calendar year, s/he shall be entitled to be credited with their full annual allotment of vacation days for that calendar year and shall be entitled to be paid out for unused time at the time of retirement.
- Re-letter all existing sections after adding the above

4. **Article XII – Leaves**

- Revise Section B2 to add the following sentence after the current first sentence: Beginning in contract year 2016, members can sell back one week of sick time annually, at a 1 for 1 rate. The notice of intention to sell back must be provided to the Township by December 1<sup>st</sup> of the prior calendar year for budgetary purposes.
- Revise Section B2 to add the following sentence at the end of the current paragraph (as revised above): The maximum payout at retirement for accumulated sick time is \$15,000.00
- Revise Section B3 to read as follows: Sick time shall be prorated for the year in which an employee retires as of the last day of work. There shall be no terminal leave for employee except as provided for herein in this Article XII, Section E. A tentative retirement benefit calculation will be provided by the Human Resources Office thirty (30) days prior to the date of retirement. Payment of the retirement benefits will be made no later than 30 days after retirement.
- Add new Section B4: As of January 1, 2016, an existing Township employee who is promoted into this unit shall receive a payout of their existing accumulated sick time prior to their promotion, at the rate of their former position. They will then receive sick time pursuant to the terms of this contract.

- Delete Section E, Terminal Leave and replace with the following: Terminal Leave/Severance Pay: Unit members who retire as of December 31, 2016, members with 30 years of service as of the date of the execution of this MOU and members who are subject to a layoff plan shall receive twenty (20) days of terminal day and/or severance pay.
- Revise Section F, Major Illness, to read as follows: Employees, after two (2) years of service shall, in the case of major illness, major surgery or non-work related disability which requires a lengthy absence shall receive 2/3<sup>rd</sup> of their annual salary, for up to one (1) year per occurrence. Employees will be permitted to use their accumulated sick and vacation time in thirds during this absence. Employees may use major illness leave for a total not to exceed 520 days during said employee's career with the Township. This benefit will become effective after an absence of twenty (20) days during the first two (2) uses of this benefit and then a graduated increase of an additional ten (10) working days for each additional use thereafter. Any employee who has less than the required accrued time shall be without pay during the waiting period. The benefit will become effective after review and approval by the Township. The Township reserves the right to confirm the employee's illness through examination by the Township physician. If there is a difference of professional opinion between the Township physician and the employee's 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 employee by the Township. Said doctor's opinion will be controlling. The Township reserves the right to provide disability insurance in lieu of this benefit. Employees on major illness leave resulting from an on-the-job injury will receive full compensation, for up to one (1) year.

5. **Article XIII – Hours of Work and Overtime**

- Revise Section F, Emergency Time, to add the following sentence after the current first sentence: The maximum rate for emergency time shall be double time and a half.

6. **Article XVII – Personal Days**

- Add new paragraph 5: Beginning in contract year 2017, if a member retires on or after July 1<sup>st</sup> of any calendar year, s/he shall be entitled to be credited with their full annual allotment of personal days for that calendar year and shall be entitled to be paid out for unused time at the time of retirement.

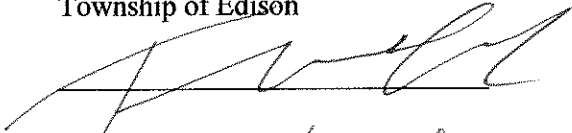
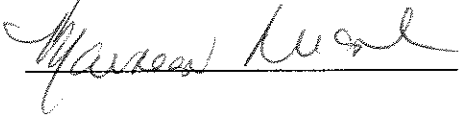
7. **Article XVIII– Insurance**

- Delete Section 1A Prescription Benefits and replace with the following: Prescription Benefits: Prescription benefits will be offered pursuant to the plans as offered to all employees in the Township.
- Delete Section 1B Major Medical and Hospitalization and replace with the following: Medical Insurance: The traditional plan is eliminated as of January 30, 2016. All employees must enroll in the Townships PPO or POS plan by February 1, 2016.
- Revise Section E to add the following sentence after the current first sentence. Coverage for the employee's surviving spouse, who was the employee's spouse at the time of retirement and eligible dependents shall continue in the event of the retired employee's death.

7. **Article XXVI – Term of Agreement**

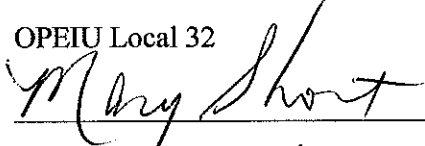
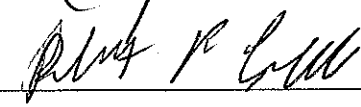
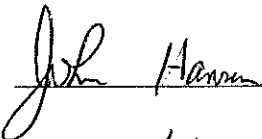
Revise to reflect that the term of this Agreement shall be from January 1, 2012 through December 31, 2017.

Township of Edison

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

DATED: 2/2/16

OPEIU Local 32

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

DATED: 2/2/16