

THIS AGREEMENT made and entered into on this First Day of January in the year 1984 (January 1, 1984), between the TOWNSHIP OF EDISON, hereinafter referred to as the EMPLOYER and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, with its principal place of business at 6-7 Village Square East, Botany Village, Clifton, 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, and Public Buildings and CETA 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, and Public Buildings and CETA employees, excluding supervisory, office and clerical employees of the Township of Edison.

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

ARTICLE 1. 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, and Public Buildings and CETA areas, excluding supervisory, office and clerical employees of the Township of Edison in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.

Section 2. The Bargaining unit shall consist of all Sanitation, Garage, Disposal, Parks, and Public Buildings and CETA employees, excluding supervisory, office, disposal 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, and Public Buildings and CETA employees covered by this agreement.

ARTICLE 2. UNION SECURITY

Section 1. 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 eight-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. The Union shall save the Employer harmless from any claims raised against it by an employee as a result of deducting the service fee.

John
113

November 13, 1985

CONTRACT PROPOSALS FOR EDISON D.P.W.

1. Upgrade health benefits. */DENTAL/*
2. Equipment Operators to be classified A & B Operators according to skills.
3. Increase Mechanics' tool allowance to \$250.00.
4. Increase Tandem Drivers rate by 20¢. *TWO ADDITION*
5. Funeral any relative - 2 days
Immediate family - add 1 day.
6. One (1) additional sick day.
7. One (1) additional personal day.
8. Scheduled overtime - to follow call in pay rate of four (4) hours.
9. Two (2) men on all trucks for plowing and spreading./
10. Longevity - add 1/8%.
11. Two (2) years (no ceiling on time)
12. ~~Back~~ truck drivers to be paid driver's rates.
13. Sanitation Department to take lunch at garage.
14. Only tire man will handle tires except in emergency. -
15. Personal day - no 24 hour notice.
16. Vacations - after 20 years - 2 days for every year of service.
17. Members with 30 years of service to retire at 55.
18. Employees with 25 years or more, Town will pick up health benefits upon retirement.
19. Operators who maintain equipment to receive tool allowance. */500.00*
20. \$1.50 each year of the contract. */HR.*
21. Overtime one (1) hour travel time to job and back.
22. New Welfare rate Blue Cross-Blue Shield and Rutgers Plan. */RHC*

DISCOUNT -

2080
150

154000
2080

3120.00

180
3

540

WELFARE BENEFITS

Section 1. The Employer agrees to contribute to Teamsters Local 11 Welfare Fund the sum of Fifty Dollars (\$50.00) per week for each employee in the bargaining unit including Family Dental and Prepaid Prescription coverage. Such payments are to be made for any employee covered by the terms of this Agreement and who have been employed any part of the week. Such Fund is to continue to be administered in accordance with the Trust Agreement by an equal number of Employer and Employee Trustees. The Employer hereby ratifies all of the acts of the Trustees and further authorizes and agrees that the Trustees have the power to amend the Trust Agreement in order to carry out all of the purposes authorized by law.

Section 1(a). The Employer agrees to contribute an additional \$7.00 weekly for all employees who are enrolled in the Rutgers H.M.O.

Section 1(b). The Employer further agrees to increase his weekly contributions per employee to the amount listed below on the following dates:

Effective January 1, 1987	-	\$51.00 per week
Effective January 1, 1988	-	\$52.00 per week

Section 2(a). The Employer hereby agrees to file appropriate contribution reports as authorized by the Trustees of the Welfare Fund together with the Employer contributions as are required herein and do so on or before fifteen (15) days following the end of the month for which the payment is being made.

Section 2(b). The Employer further agrees that should they fail to pay their contributions to the Welfare Fund on or before the fifteen (15) days mentioned in this Section, the Employer shall pay a penalty of twelve per cent (12%) for each additional month or part of a month for which the Employer fails to pay the contribution.

Section 2(c). The Employer further agrees that contributions received later than thirty (30) days following the end of the month for which the payment is being made, shall be credited to the month immediately preceding the month in which the payment is received.

Section 3. The Trustees shall have the right to expend monies as provided by the Trust Agreement, to set aside and maintain a Reserve Fund and to establish additional benefits that are authorized by law. No Employer or employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of said Funds.

Section 4. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative of the Welfare Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions

required to be made by the Employer to said Fund. If the Employer fails to make the contributions provided for herein within the time required by this Agreement and the rules and regulations of the Welfare Fund, then the Trustees may, in addition to any other remedies, cancel out the insurance coverage for such employees on whose account the Employer has failed to contribute and if that occurs, the Employer shall be responsible to each of such employees for any claims which may arise because of the loss of coverage.

Section 5. PENALTIES FOR FAILURE TO MAKE CONTRIBUTIONS:

The failure of the Employer to pay required contributions to the Welfare Fund shall authorize the Trustees to conduct an audit of the Employer's records for the purpose of determining the amount due the Welfare Fund. The Trustees may waive an audit and select the highest number of employees appearing on any previous Employer report in computing the amount due the Fund from the Employer and charge such Employer with such amount unless the Employer submits records to the contrary.

Section 6. LEGAL ACTION: In the event the Employer fails or refuses to make contributions within the time provided for herein, then the Trustees of the Welfare Fund are authorized to take any and all legal action including arbitration under the arbitration clause provided for in this Agreement for the purpose of collecting the delinquency from the Employer. In the event the matter is referred by the Trustees to an attorney for legal action and suit or arbitration is instituted, then the Fund may have judgment entered based upon the average number of employees reported by the Employer on any report filed by him during the one (1) year period preceding the institution of arbitration or court action. In the event legal action is taken as provided for herein, the Employer shall become responsible for the following:

- A. A legal fee of twenty per cent (20%) of the gross amount due from the Employer.
- B. Cost of making an audit.
- C. Interest at the rate of twelve per cent (12%) per annum of each monthly delinquency.
- D. All arbitration and court costs.

Section 7. The failure of any Employer to pay required contributions to the Welfare and Pension Funds, or to pay interest on such delinquencies, or legal and auditing fees and costs assessed against such delinquent Employer, as provided herein shall constitute a violation of this Agreement and the Union shall be authorized to remove the employees from the job, in which case they shall report for work daily and shall be paid a day's pay of eight (8) hours until the Employer settles his delinquent payments of contributions, interest, legal and auditing fees with the Fund Administrator.

5/6/86

Union
Larry Elnat - Garage
William A. Furey - Bus. Rep.
Don H. Esposito - Roads
Richard J. Herdt - Disposal

EDISON TWP.

Madeline
James J. J. J.

5/6/86

Union
Larry Ehnat - Garage
William A. Furey - Bus. Rep.
Gene A. Esposito Roads
Richard J. Smith Deposed.

EDISON TWP.

Gradules →
Green Gas Journal

5/13/86

Edison Negs.

William A. Feeney - Bus. Rep
Olan A. Egge - Roads
Larry Smart
Wm. Collins
William H. Hely

EDISON
John A. Williams
John A. Williams

5/13/86

Edison Regs.

William A. Feeney - Bus. Rep.
Alan J. Egert Roads
Larry Smart
Wm. Collins
William H. Hely

EDISON
James J. McPherson
John A. McPherson

12/10/85

EDISON NEGOS.

Union
W.A. Feuney - Local 11
W. Healy
Alan L. Esposito
M. Cuddehem

EDISON TWP.
James J. [unclear]
R. L. [unclear]

Agreement made this day of Dec. 10, 1985
between Local 11 I.B.T. and Collins Township.
Hereby agree to the terms, conditions and benefits
of the current labor agreement to continue
past its expiration date and all wages and
benefits to be retroactive upon agreement.

Union

W.A. Lemay

Township

James J. Deane
Gr. & Deleso

Union
 Larry Ehnat - Garage
 William A. Fusely - Bus. Rep.
 Roy H. Esquite Roads
 Richard J. Hereth Disposal.

EDISON TWP.

Madison →
 Green Bay →

5/6/86

Union
Larry Emsat - Garage
William A. Furry - Bus. Rep.
Gene H. Everett - Roads
Richard J. Hunt - Deposed.

EDISON TWP.

Madison
James J. J. J.

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.

ARTICLE 3. 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 involved 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 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 4. 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.

Section 1(a). Department entity shall prevail. In the event of a temporary absence or shortage of personnel, the Employer shall fill the same in the following manner:

1. The Employer shall select from the same Department an employee of higher classification with the least seniority available.

2. If no replacement is available in the higher classification, the Employer will fill the vacancy from the lesser classification with the highest seniority qualified.

3. If no qualified employees are available within the given department, replacement will be sought from the other department in the Unit, from like classification first, and thereafter as outlined in Paragraphs (1) and (2) herein.

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 sixty (60) 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 occur, of fourteen (14) days duration, in a higher-rated position, the Employer 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 dis-satisfied 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 three (3) 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. The Employer agrees to post the seniority list by February 1, of each year.

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 sixty (60) 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

employee 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 twelve (12) consecutive months.

Jan

ARTICLE 5. HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday both inclusive, and shall comprise five (5) days of eight (8) hours each.

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 (1½) times the regular hourly rate of pay.

Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one-half (1½) times

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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 (2X) times the regular hourly rate of pay.

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 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 equally as practical among the employees qualified and capable of performing the work available, except that an employee shall not be removed from a job that said employee has been performing on that day in order to provide such equitable distribution of overtime.

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 four (4) hours pay at the overtime rate.

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 no more than fifteen (15) minutes coffee break in the morning and no more than fifteen (15) minutes coffee break in the afternoon without loss of pay.

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 ten (10) hours or more, said employee shall be granted a one-half ($\frac{1}{2}$) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half ($\frac{1}{2}$) hour lunch period for each five (5) hours over the above mentioned ten (10) hours. (At each such meal period, the employee shall be reimbursed for his meal at the rate of \$3.00 for breakfast, \$5.00 for lunch, and \$5.00 for supper).

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 6. HOLIDAYS

Section 1. The Employer guarantees to all employees within the bargaining unit, the following holidays with 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 ($\frac{1}{2}$) Day
Independence Day	Christmas Day
Labor Day	New Year's Eve ($\frac{1}{2}$) Day
Employee's Birthday	

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 ($2\frac{1}{2}$) times the employee's regular rate, which shall include the holiday pay. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work 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.

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.

Section 5. If an Employee's Birthday falls within the work week and he desires a day other than his Birthday off during that work week, said employee must give two (2) weeks' notification to his supervisor.

Section 6. Holidays will be celebrated on the day designated for observation by the Township holiday schedule, published every year and distributed to all departments. Any premium pay for work on a holiday will be for work on the Observance Day.

ARTICLE 7. 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

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 30 for employees to select vacation periods. 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 manpower in order to maintain adequate coverage during the vacation period.

Section 4. Vacations may be taken anytime between January 2 and December 31. Any employee not requesting a specific vacation period by the April 30 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.

ARTICLE 8. LEAVES

Section 1. Leaves of Absence Without Pay

a. Upon making timely application, employees may apply to

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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. Upon retirement, employees shall be paid (one hundred (100%) percent) of all unused sick days.

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 check for that period back to the Township.

Section 3. Personal Leave Days

a. An employee shall be entitled to no more than four (4) 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 period except in extenuating circumstances. All personal leave days require prior approval by the Employer. But such approval will not be unreasonably withheld.

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, 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. 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 9. 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 10. WELFARE AND PENSION BENEFITS

9-28-78

Section 1. The Employer agrees to contribute to Teamsters Local #11 Welfare Fund in accordance with Appendix I attached hereto.

~~_____~~

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

Section 3. All employees shall continue to be provided at no cost to the employee with:

- a. Two pairs of ankle-top safety shoes (work) per year. One pair of regular work shoes and the second pair to be insulated boots. An additional pair of work shoes shall be provided to Sanitation Lifters in the Sanitation Department if required.
- b. Work gloves as needed.
- 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. Each employee in the Bargaining Unit shall be allowed a clothing allowance of \$370 per year. Payment shall be made upon submission of vouchers to the Employer by April 1.
- f. Each employee shall receive the sum of \$75 per annum for maintenance of clothing to be paid by voucher on or about July 1 of each year of the contract.
- g. 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.
- h. The Township shall pay for Temporary Disability Insurance coverage for each employee.

ARTICLE 11. WORK SCHEDULE

Section 1.

<u>POSITIONS</u>	<u>TIMES</u>
Disposal and Road Employees	8 a.m. to 4:30 p.m.
Sanitation Employees	7 a.m to 3:30 p.m.
Park Employees	8 a.m. to 4:30 p.m.

9-28-78

Section 2. It is agreed and understood that the Township reserves the right to reassign employees of Parks and Building and Grounds Departments during inclement weather which precludes the employees from performing their normal work assignments. Such reassignments will not require the Township to pay a higher rate of pay unless the employees are reassigned to specialized tasks.

ARTICLE 12. 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.

ARTICLE 13. GENERAL

Section 1. 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.

Section 2. 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 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 4. 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 5. The Employer will continue a weekly pay schedule for the employees of this bargaining unit.

ARTICLE 14. CLASSIFICATIONS AND WAGE RATES

Section 1. Wage rates for each classification employed by the Township shall be as set forth in Appendix II attached to this Agreement.

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

<u>Years of Service</u>	
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%

ARTICLE 15. SEPARATION 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 year's service | 1 day pay for each year of service |
| 5 years to 10 year's service | 1 day pay for each year of service |
| Over 10 year's 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. If an employee retires at age 62, the Township shall continue to provide full Welfare coverage for the retired employee until said employee reaches age 65 or is otherwise entitled to Medicare. In either such event, the obligation of the Township shall cease.

ARTICLE 16. 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 as long as the employees do not incur any medical or other related expenses.
6. Subcontracting and reorganization decisions but will discuss all such decisions with the Union prior to implementation.
7. Subcontracting and reorganization decisions.
8. To determine performance evaluation criteria but such criteria will be negotiated with the Union if they impact terms and conditions of employment.
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*

* 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.

ARTICLE 17. FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not

covered 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 18. EDUCATIONAL PROGRAM

The Employer agrees to contribute one cent (1¢) per hour to Teamster Local 11 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 11 Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE 19. TRANSFERS

Section 1. When an employee who was transferred for medical reasons and now is no longer medically disabled, he shall be returned to his old Department and his seniority shall prevail. Such request for transfer back to the original Department shall not be unreasonably denied.

Section 2. When a transfer is necessary, the Employer shall first ask for volunteers.

Handwritten initials/signature

ARTICLE 20. DURATION OF AGREEMENT

This Agreement shall become effective January 1, 1984 and shall continue in full force and effect until December 31, 1985.

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
DEPARTMENT OF PUBLIC WORKS

BY: [Signature]
[Signature]
[Signature]

TEAMSTERS UNION LOCAL NO. 11

BY: [Signature]
[Signature]
[Signature]
COMMITTEE [Signature]
[Signature]

Handwritten initials/signature

APPENDIX I

Section 1. The Employer agrees to contribute to the Teamsters Local 11 Welfare Fund the sums set forth below. Such payments are to be made for any employee covered by the terms of this Agreement and who have been employed any part of the week. Such Fund is to continue to be administered in accordance with the Trust Agreement by an equal number of Employer and Employee Trustees. The Employer hereby ratifies all of the acts of the Trustees and further authorizes and agrees that the Trustees have the power to amend the Trust Agreement in order to carry out all of the purposes authorized by law.

Effective January 1, 1984	\$32.50 per week
Effective June 1, 1984	\$45.00 per week
Effective January 1, 1985	\$48.00 per week

The Employer's liability shall be limited to the above contributions except as provided for in Sections 5 and 6 concerning failure to make timely contributions.

Section 2. The Employer hereby agrees to file appropriate contribution reports as authorized by the Trustees of the Welfare Fund together with the Employer contributions as are required herein and do so on or before thirty (30) days following the end of the month for which the payment is being made.

Section 3. The Trustees shall have the right to expend monies as provided by the Trust Agreement, to set aside and maintain a reserve fund and to establish additional benefits that are authorized by law. No Employer or employee covered by this Agreement, or the Union, shall have the right, title, vested interest or claim against any of said Funds.

Section 4. The Employer hereby agrees to permit an authorized representative of the Union, as well as an authorized representative of the Welfare Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said Fund. If the Employer fails to make the contributions provided for herein within the time required by this Agreement and the rules and regulations of the Welfare Fund, then the Trustees may, in addition to any other remedies, cancel out the insurance coverage for such employees

Handwritten initials/signature

on whose account the Employer has failed to contribute and if that occurs, the Employer shall be responsible to each of such employees for any claims which may arise because of the loss of coverage.

Section 5. Penalties for Failure to Make Contributions:

The failure of the Employer to pay required contributions to the Welfare Fund shall authorize the Trustees to conduct an audit of the Employer's records for the purpose of determining the amount due the Welfare Fund. The Trustees may waive an audit and select the highest number of employees appearing on any previous Employer report in computing the amount due the Fund from the Employer and charge such Employer with such amount unless the Employer submits records to the contrary.

Section 6. Legal Action

In the event the Employer fails or refuses to make contributions within the time provided for herein, the Trustees of the Welfare Fund are authorized to take any and all legal action including arbitration under the arbitration clause provided for in this Agreement for the purpose of collecting the delinquency from the Employer. In the event the matter is referred by the Trustees to an attorney for legal action and suit or arbitration is instituted, then the Fund may have judgement entered based upon the average number of employees reported by the Employer on any report filed by him during the one year period preceding the institution of arbitration or court action. In the event legal action is taken as provided for herein, the Employer shall become responsible for the following:

- a. A legal fee of 20% of the gross amount due from the Employer.
- B. Cost of making an audit.
- C. Interest at the rate of 8% per annum of each monthly delinquency.
- D. All arbitration and court costs.

Section 7. The failure of any Employer to pay required contributions to the Welfare Fund or to pay interest on such delinquencies, or legal and auditing fees and costs assessed against such delinquent Employer, as provided herein shall constitute a violation of this Agreement and the Union shall be authorized to remove the employees from the job, in which case they shall report for work daily and shall be paid a day's pay of eight (8) hours until the Employer settles his delinquent payments of contributions, interest, legal and auditing fees with the Fund Administrator.

APPENDIX II

All employees in the bargaining unit shall receive seven per cent (7%) across the Board for the year 1984, effective January 1, 1984.

All employees in the bargaining unit shall receive eight per cent (8%) across the Board for the year 1985, Effective January 1, 1985.

A.	<u>TITLE</u>	<u>RATE</u>	
		<u>1984</u>	<u>1985</u>
	Laborer	\$8.39	\$9.06
	Driver	8.75	9.45
	Tandem Truck Driver	8.99	9.71
	Equipment Operator	9.14	9.87
	Equipment Operator Disposal	9.24	9.97
	Sanitation Clerk	8.39	9.06
	Road Clerk	8.39	9.06
	Laborer (Back Up Man)	8.50	9.18
	Mechanic (Senior)	9.95	10.75
	Mechanic	9.14	9.87
	Mechanic's Helper	8.75	9.45
	Sanitation Lifter	8.50	9.18
	Welder	9.26	10.00
	Body and Fender Mechanic	10.00	10.80
	Diesel Mechanic	10.22	11.04
	Hydraulic Mechanic/ Welder	10.00	10.80
	Car Wash Operator	8.53	9.21
	Tire Repairman/Mechanic's Helper	8.75	9.45

All monies retroactive to January 1, 1984 and January 1, 1985.

B. Drivers, while operating the tractor trailer, will be paid an additional ten cents (10¢) an hour.

Individual rates apply only to those men so designated on the circulated schedule which is hereby made a part of this contract and employees cannot move from one individual rate to another. No new employees will be added to the individual rate lists. When all employees on the original list of individual rate categories have terminated their employment, the individual rate category shall cease to exist and will be automatically removed from the contract in effect at the time of the event.

The Township will supply the Mechanics One Hundred (\$100.00) Dollars tool replacement allowance per year.

APPENDIX III

WAGE RATES - PARKS DEPARTMENT

<u>TITLE</u>	<u>RATE</u>	
	<u>1984</u>	<u>1985</u>
Maintenance Man	\$8.75	\$9.45
Equipment Operator	9.14	9.87
General Maintenance - Public Buildings	9.14	9.87
Custodians - Public Buildings	8.15	8.80
Park Clerk	8.75	9.45
Lead Maintenance Man	8.86	9.57
Lead General Maintenance	9.30	10.04
Mechanic	9.14	9.87

Section 1. Any employee who works in the Public Buildings from 3:00 P.M. to 11:00 P.M. shall receive a shift differential of twenty five (25¢) cents per hour.

Section 2. For the length of this contract, these employees listed as Custodians working at the Edison Complex shall be red circled:

<u>NAME</u>	<u>RATE</u>	
	<u>1984</u>	<u>1985</u>
Delbert Menther	\$9.14	\$9.87
Gene Cywar	9.14	9.87

Employees of the Bargaining Group shall be paid an increase of seven per cent (7%) in the year 1984 and eight (8%) percent in 1985 based on the hourly compensation of 1983, which is included in the above rates.

Handwritten initials/signature

APPENDIX IV

A Safety Committee will be established in each Department and will periodically meet with the Employer's Safety Committee to fulfill the needs of the employees.

*John
Sis*

Memorandum of Understanding between Teamster Local No. 11 and the Township of Edison on Temporary Disability Insurance.

1. The cost to the employees in the bargaining unit shall be \$52.00 per year.
2. An employee to be eligible for Temporary Disability Insurance must be out eight (8) consecutive days.
3. The first eight (8) days an employee is out on Temporary Disability Insurance he has the option to use eight (8) sick days.
4. The second week out on Temporary Disability Insurance the said employee shall receive \$189.00 per week.
5. In the third week out on Temporary Disability Insurance, he shall receive two checks from the Insurance Company and he shall have the right or the option to buy back the eight (8) sick days that he used in #2.
6. The Township will provide all forms and handle all Temporary Disability Insurance.
7. The Township will pay the remainder of the cost on the Temporary Disability Insurance.

Final
1/8

TOWNSHIP OF EDISON

BY: [Signature]
[Signature]
[Signature]

TEAMSTERS LOCAL NO. 11

BY: [Signature]
[Signature]

COMMITTEE:
[Signature]
[Signature]
[Signature]

Final
1/8