

RESOLUTION R.338-062024

EXPLANATION: A Resolution authorizing the Township to enter into a five (5) year labor agreement with Teamsters Local #469 pursuant to the attached Memorandum of Understanding.

WHEREAS, the Township of Edison and TEAMSTERS Local #469 are parties to a collective negotiations agreement covering the period January 1, 2023 through December 31, 2027, which has expired; and

WHEREAS, the Township and TEAMSTERS Local #469 have engaged in good faith collective negotiations in an effort to reach an agreement or otherwise resolve terms and conditions for a new labor agreement; and

WHEREAS, the Township and TEAMSTERS Local#469 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 TEAMSTERS Local #469.

NOW THEREFORE BE IT RESOLVED that the Council hereby accepts and ratifies the attached Memorandum of Understanding relative to TEAMSTERS Local #469 for the period January 1, 2023 through December 31, 2027.

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 June 26, 2024.



Cheryl Russomanno, RMC
Municipal Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWNSHIP OF EDISON
AND
TEAMSTERS LOCAL UNION NO. 469**

WHEREAS, the Township of Edison (hereinafter the “Township”) and Teamsters Local 469 (hereinafter the “Union” or “Local 469”) are parties to a Collective Negotiations Agreement which expired on December 31, 2022; and,

WHEREAS, the Township and the Union have conducted negotiations for a successor agreement; and,

NOW, THEREFORE IT IS AGREED, by and between the Township and the Union as follows:

1. Article XVIII - Wages

- a. Revised Language:
 - January 1, 2023 3%*
 - January 1, 2024 3%*
 - January 1, 2025 3%
 - January 1, 2026 3%
 - January 1, 2027 3%

*Retroactive to January 1, 2023

- i. In lieu of the 2023 increase, the following titles shall receive salary adjustments:
 - 1. Equipment Operator A - \$33.30 / \$69,263.79
 - 2. Equipment Operator B - \$33.02/ \$68,675.25
- ii. Effective January1, 2023, the Building & Ground Maintenance title shall receive the following adjustment in lieu of the 2023 annual increase:
 - 1. Current Employees shall have their salary adjusted to \$70,735.
 - 2. New Hires – \$66,675
- iii. Effective January1, 2023, the Tree Lineman title shall receive the following adjustment in lieu of the 2023 annual increase:
 - 1. Current Employees shall have their salary adjusted to \$71,500.
 - 2. New Hires – \$69,250

- b. Compensatory Time: Members may, in lieu of overtime and in accordance with all local, state, and federal laws, accrue a maximum of eighty (80) hours of compensatory time. Such time may not be carried over to the following fiscal year and must be paid out on the final payroll cycle each November. For clarification, each hour of overtime shall convert to 1.5 hours of compensatory time. At the time of payout, Compensatory time shall be paid at the base hourly rate.
- c. Pay Schedules: Beginning on January 1, 2024, Employees covered under this agreement shall be paid in accordance with township policies and schedules.
- d. Annual Increases – Annual increases shall be implemented on January 1st of each calendar year.
- e. Starting Salaries: New hires shall be hired in accordance with Salary Schedule A.
- f. Promotions and Out of Title work rates: Members who are promoted to a new position shall receive the starting salaries outlined in Salary Schedule A, or a 5% increase, whichever is greater. The same formula shall apply to temporary out of title work. Out of title work shall be offered to members who best meet the necessary qualifications, as determined by the employer. In the event that multiple members qualify equally, the most senior qualified member shall be selected.

Employees who receive a permanent promotion on or after July 1st shall forgo the subsequent annual increase in lieu of the promotional increase. By way of example, an employee who is permanently promoted to a title on August 1, 2023, shall forgo the January 1, 2024, annual increase.

2. Article XI – Longevity

- a. Add Language – “All employees hired after December 2, 1993, following the conclusion of their fifth (5th) year of employment with the Township, shall be eligible for a one-time increase to their base salary of \$1,000. All employees hired after December 2, 1993, following the conclusion of their tenth (10th) year shall be eligible for a one-time increase to their base salary of \$1,500.” *

*Upon ratification of this agreement, employees shall receive the aforementioned longevity based on their current years of service with the Township. By way of example, an employee with seven (7) years of service shall, upon signing of the successor CNA, receive \$1,000. An employee with eleven (11) years of service shall, upon signing of the CNA, receive \$2,500.

3. Article VIII – Insurance

- a. Medical and Prescription Plan
 - i. Remove POS Plan
 - ii. PPO Plan Revisions
 - 1. \$20 Co-Pay In-Network
 - 2. \$50 Emergency Room Co-Pay
 - 3. \$300/\$600 Out of Network Deductible
 - 4. Unlimited Short-Term Therapies
 - 5. 50 Chiropractic Visits Annually
 - 6. Claims for medical service shall be paid at the Fair Health rate of 90%
 - 7. Diabetic Supplies & Durable Medical Equipment – 100% In Network
 - 8. Ambulance – 100%
 - 9. Private Duty Nurse – 100%
 - iii. Prescription (Non-Maintenance) Co-Pays:
 - 1. \$0 Generic
 - 2. \$5 Preferred (Medically necessary or no generic available)
 - 3. \$20 non-preferred
 - iv. Prescription Maintenance Co-Pays:
 - 1. Mail order 90-day supply follows non-Maintenance co-pay.
 - 2. No Mail Order
 - a. \$25 Generic
 - b. \$30 Preferred
 - c. \$50 non-Preferred
 - v. Waivers – Waivers shall not be provided for dependent children, or spouses who are also employed by the Township.
 - 1. Flat waiver of \$3,500
 - vi. Contributions
 - 1. Frozen at current levels
 - vii. Section 4 – Modified language: “Any employee who retires after completion of ten (10) years in service with the Township and twenty-five (25) years of full-time service PFRS, who had at least ten (10) years of service in a NJ pension system as of November 16, 2011, will be eligible for Township-paid benefits in a retirement, with no contributions from the retiree required.” *

* Parties intention is to extend the benefits for an additional two (2) members and agree to modify the final date shall more than two members qualify.

4. Article VI- Vacation:

Add new Section 5:

Employees hired between January 1st and June 30th shall be credited with a full year of service on January 1st of the anniversary year. Employees hired after June 30th shall be credited with a full year of service beginning on January 1st following the anniversary date of employment.

5. Article VII – Leaves:

- a. Section 2(a) – Modified Language: Pursuant to N.J.S.A. 11A:6-19.2 (2013), this section shall not be applicable to Employees hired on or after May 21, 2010.
- b. Add Section - “Major Illness: Major Illness is defined as either (1) a serious health condition; (2) a health condition which negatively impacts a person’s daily function or quality of life; or (3) a serious health condition which excessively strains their caregivers. Any employee, 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 nine (9) months for each occurrence. An extension of the major illness leave beyond the nine (9) month period will be at the discretion of the Business Administrator when the employee has been diagnosed with a terminal illness. This decision will be based on medical information provided by the employee's physician and is not grievable.

The first time an employee uses major illness leave of absence, said employee shall not be charged sick time. Any subsequent use of major illness leave will require employees to utilize three (3) sick days prior to the major illness leave commencing. If an employee needs to utilize major illness leave within 365 days of returning from a prior major illness leave, he/she will be required to utilize six (6) sick days prior to the major illness leave commencing. Employees who have less than the required accrued time shall be without pay during that period.

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 an examination by a third doctor to be paid by the township and selected out of the current PPO Physician's Directory. Said doctor's opinion will be the determining factor. Any leave because of serious illness, major surgery, or non-work-related disability, must be supported by a doctor's written certification which must be renewed every thirty (30) days. This benefit will become effective after review and approval by Human Resources and will not be unreasonably denied.”

6. Article XII – Hours of Work and Overtime:

- a. Continuation of shift: Increase minimum from two (2) to three (3) hours. The remaining overtime language outlined in Section 3 of this article shall remain unchanged.
- b. Add Wednesday to Sunday Schedule: Employees hired to work at the Sports Facility, Splash Pad, Toth Center, or Recycling Yard may be assigned to a Wednesday to Sunday schedule, in addition to the previously defined schedules. Those employees assigned to the Wednesday to Sunday schedule shall receive their regular rate of pay for Saturday and Sunday shifts. Employees currently

assigned to another shift may not be reassigned to the Wednesday to Sunday schedule unless such reassignment is mutually agreed to.

- i. Employees currently assigned to schedules previously described shall maintain the same overtime and double time provisions.
- c. Add Section 3(a): “In the event of a snow or other weather-related emergency, Employees working outside of their normal schedule shall receive a guarantee of four (4) hours of work at the overtime rate of one and one half (1 1/2) times his or her normal rate. Following their 8th consecutive hour of work outside their normal schedule, members shall receive double time. Employees shall return to their regular rate of pay during their regularly scheduled shift. In the event that an employee has reached double time, then completes their regular shift, they will return to double time if they are required to stay after their shift has concluded. In addition, the regular shift shall not reset the calculations for double time. By way of example:

Example 1: Employee is called in at 8pm and is scheduled to report for their shift at 6am the following morning. Employees then work the regular shift of 6a-2:30p and is asked to continue working until 5:30pm. 8p-4a shall be paid at time and a half. 4a-6a shall be paid at double time. 6a-2:30p shall be paid at the regular rate of pay, and 2:30p-5:30p shall be paid at double time.

Example 2: Employee is called in at 4am and is scheduled to report for their shift at 6am the following morning. Employees then work the regular shift of 6a-2:30p and is asked to continue working until 10pm. 4a-6a Employee shall be paid at time and a half. 6a-2:30p shall be paid at the regular rate of pay, and 2:30p-8:30p shall be paid at time and a half, and 8:30p to 10p shall be at double time.

Any hours worked outside of the regularly scheduled shifts are subject to approval of the Business Administrator and the Director.”

Section 6: Increase combined Breakfast/Lunch/Dinner break to \$40 per call-in event.

7. Article IV – Seniority:

- a. Section 2: Probationary period for all new hires shall be (120) days.

8. Article XIV – Miscellaneous:

- a. Section 1(a): Increase footwear/clothing allowance \$75 each year of agreement.
 - i. Add Language: Clothing allowance shall be paid with the first pay cycle of April annually.
 - ii. Add Language: Employees wearing prescription safety glasses shall be reimbursed by the Township up to \$250 annually. Safety glasses may include safety sunglasses.
- b. Section 1(e): Increase tool allowance for Mechanics and Mechanic Helpers by

\$50.00 each year of agreement.

- c. Section 1(g): Modified Language –
 - i. Laborers hired with a CDL shall progress to a Laborer II following the probationary period.
- d. Section – The Township reserves the right to implement a CDL Training program. Members who are designated a CDL trainer shall receive a stipend of \$1,500 annually. CDL Trainers shall be offered to qualified members based on seniority unless an articulable reason exists to forgo seniority.

9. New Article – Job Descriptions and Titles

- a. The Job Titles and Descriptions Appendix is hereby incorporated as Article XIX.
 - i. Modified Language:
 - 1. Road Division Class "A" Operator must have:
 - a. Tanker Endorsement
 - b. Air Brake Endorsement
 - c. Class "A" CDL
 - d. Ability to successfully operate, as determined by the Director or their Designee, all items listed in Class "B" Roads Requirements as well as the ability to successfully operate a bulldozer, excavator, grader, tractor trailer.
 - 2. Roads Division Class "B" Operator must have:
 - a. Tanker Endorsement
 - b. Air Brake Endorsement
 - c. Class "B" CDL
 - d. Ability to successfully operate, as determined by the Director or their Designee: Road Paver, Backhoe, Loader, Roller, Vactor and Sweeper
 - 3. Parks Division Class "B" Operator must have:
 - a. Tanker Endorsement
 - b. Air Brake Endorsement
 - c. Class "B" CDL
 - d. Ability to successfully operate, as determined by the Director or their Designee: Backhoe, Loader, Roller, Bucket Truck, Tree Claw
 - 4. Sanitation and Recycling Division Class "A" and "B" Operator requirements shall remain unchanged.
 - b. Modified Language:
 - i. Increase Public Building 3p-11p Shift Differential to \$1.00.
 - ii. Increase CDL pay to \$150 per year.
 - iii. Permanent promotional positions shall be offered to members who best meet the necessary qualifications, as determined by the employer. In the event that multiple members qualify equally, the most senior qualified member shall be selected. By way of example, should the Director

identify a candidate as the “most qualified”, that candidate shall be offered the position.

- c. Clerk – The parties understand and agree that, should the position become vacant, the position shall be eliminated.

10. New Article - Job Descriptions And Titles:

Modify the 1st and 2nd sentence of the third paragraph of the new Article XIX as follows:

Any new employee in the following titles must, within one year of beginning employment in the Township, obtain a minimum of a Class B CDL license. Failure to obtain a CDL in the following titles could result in progressive disciplinary action that may result in dismissal.

11. Terms of Agreement

- a. January 1, 2023 – December 31, 2027

The MOA is subject to approval by the Township Council and ratification by the membership of the Union. Any terms from the prior ~~agreement not addressed in this MOA are~~ deemed incorporated into this agreement.

DATED: _____

TOWNSHIP OF EDISON

TEAMSTERS LOCAL 469

Salary Schedule A

<u>Title</u>	<u>Starting Salaries</u>	
Automated Driver	\$62,750.00	\$30.17
Building & Grounds Maintenance	\$66,675.00	\$32.05
Clerk	\$68,250.00	\$32.81
Custodian	\$58,750.00	\$28.25
Diesel Mechanic	\$80,000.00	\$38.46
Diesel Welder	\$72,750.00	\$34.98
Equipment Operator A	\$67,245.00	\$32.33
Equipment Operator B	\$66,675.00	\$32.06
General Maintenance Public Buildings	\$63,000.00	\$30.29
Laborer 1	\$43,000.00	\$20.67
Laborer 2	\$48,250.00	\$23.20
Laborer 3	\$53,500.00	\$25.72
Leadman	\$61,500.00	\$29.57
Lifter	\$58,750.00	\$28.25
Maintenance Person	\$60,500.00	\$29.09
Mechanic	\$72,000.00	\$34.62
Tandem Truck Driver	\$62,000.00	\$29.81
Tire Repair	\$58,750.00	\$28.25
Tree Lineman	\$69,250.00	\$33.29