

A G R E E M E N T

BETWEEN

THE TOWNSHIP OF EDISON

DEPARTMENT OF PUBLIC WORKS

and

UAW LOCAL 2326 AFL-CIO

January 1, 2001 to December 31, 2005

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ARTICLE I - RECOGNITION

Section 1. The Township of Edison hereby recognizes the Union as the sole and exclusive bargaining agent for all Employees now employed or to be employed in the Water and Sewer Departments, 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. Wherever used herein, the term "Employees" shall mean and be construed as only referring to Edison Township Water and Sewer Department Employees covered by this Agreement.

ARTICLE II - UNION SECURITY

Section 1. (a) The Township of Edison agrees that it will give effect to the following forms of Union Security. All present Employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing, provided said members agree that they wish to join the Union and maintain membership.

(b) For Employees who have not signed and submitted to the Township a written authorization allowing the deduction of regular union dues, initiation fees, and assessments, the Township shall deduct from the wages of such employees 85% (eight-five percent) of the union dues, initiation fees, and assessments to the extent allowed under New Jersey law. Such deduction shall be made in the last pay day of the month and shall be forwarded to the Union no later than the tenth day of the following month. The normal monthly dues applicable to employees covered under this Agreement as of its effective date is 1 3/4% of the Employee's salary.

The Union agrees to indemnify and save the Township harmless from any suit or liability arising because of action taken or not taken by the Township pursuant to this Article.

Section 2. It is agreed that at the time of hiring, the Township of Edison will inform newly-hired employees who fall within the bargaining unit that they may join the Union thirty-one (31) calendar days thereafter. However, the said newly-hired

employees may be discharged without cause for a period of forty-five (45) days from the date of employment.

Section 3. CHECK-OFF ON 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 every pay for the fifty-two (52) weeks of the year in equal deductions.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim made by an Employee that said Employee has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for the grievance occurred, and the procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

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 as a waiver of further appeal of the decision.

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 three (3) working days thereafter, give an oral or written decision on the grievance.

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 Director of Public Works. Within three (3) working days thereafter, the grievance shall be discussed between the Director of Public Works and a representative of the Union.

A written decision shall be given to the Union within three (3) working days thereafter.

d. If the decision given by the Director of Public Works to the Union does not satisfactorily settle the grievance, the Union shall notify the Public Works Director within three (30) working days of its desire to meet with the Business Administrator, or his designee, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days hereafter.

e. If the decision given by the Business Administrator, or his designee, does not satisfactorily settle the grievance, the Union shall notify the Business Administrator, or his designee, within three (3) working days that we wish to meet with the Mayor within ten (10) days.

f. In the event the grievance is not satisfactorily settled by the meeting between the Mayor and the representative of the Union, then both parties agree that within ten (10) calendar days, either party may request the New Jersey State Public Employment Relations Commission to aid them in the selection of an arbitrator, according to the rules and regulations of that Commission, 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, or 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.

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

Section 6. It is clearly understood by the parties that the Employer may file a grievance concerning the application and interpretation of this Agreement. If said grievance cannot be resolved through negotiations with the Union and the Employer's representative, it shall be submitted to the New Jersey Public Employment Relations Commission for arbitration.

ARTICLE IV - SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last hire on a Department basis, with the Employees 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 foot of the list. The seniority of each Employee shall date from the Employee's date of last hiring with the Employer.

Section 2. PROBATIONARY PERIOD

a. The first one hundred and twenty (120) working days of employment for all new Employees shall be considered an orientation period.

b. During the aforementioned orientation period, the Employer may discharge such Employee for any reason whatsoever. An Employee discharged during his orientation 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 orientation period Employees if they are dismissed during the orientation period.

Section 3. 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 dissatisfied with the determination of the Employer, said Employee

may institute a meeting with the Department Head within three (3) calendar days after notification of the selection is made; however, the decision of the Department Head involved is final and binding upon the parties.

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 the job title, a description of the job, the rate, and when the job will be available. Employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of seniority, provided the applicant has the necessary skill and ability to perform the work required. However, all other Department Employees are eligible to bid.

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 4b. above.

d. Any Employee so selected to fill such job shall be granted a trial period of up to forty-five (45) working days. If it shall be determined by the Employer at any time after the first twenty (20) working days of the trial 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 trial period. If removed from the position during or at the end of the trial period, the Employee shall receive the rate of the position to which said Employee is assigned.

Section 4. Supervisors will not perform work normally performed by the Employees of the Bargaining Unit except in an emergency or for the purpose of training.

Section 5. PROCEDURES FOR PROMOTION TO A HIGHER UNION JOB

1. Have knowledge and be able to apply it to said job.
2. Trial period of up to forty-five (45) working days.

Section 6. In the event an Employee is temporarily transferred to a higher paying 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 performs the duties of the higher-rated classification.

An Employee temporarily transferred to a lower-paying classification shall suffer no reduction in pay.

Section 7. The parties agree that in the event that the Township enters into a contract for the operation of the Sewer Division by a third party, the Township and the Union will negotiate the effect of such contract on the employment of the Sewer Division employees.

ARTICLE V - HOLIDAYS

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

New Year's Eve (1/2 day)	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day

Section 2. Employees who work on any of the above holidays shall be paid for such work at two and one-half times the Employee's regular rate, which shall include the holiday pay. The

two and one-half rate will continue for each additional hour. To be eligible for holiday pay, said Employee must work 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.

ARTICLE VI - VACATIONS

Section 1. The Employer agrees to grant to all employees within the bargaining unit, vacation with pay in accordance with the following schedule:

HIRED BEFORE JANUARY 1, 1990

<u>LENGTH OF SERVICE</u>	<u>VACATIONS PER YEAR</u>
1st year	10 days
2nd thru 5th year	12 days
6th thru 9th year	16 days
10th year	20 days
After 10th year	1 day vacation for every year of service thereafter

HIRED AFTER JANUARY 1, 1990

<u>LENGTH OF SERVICE</u>	<u>VACATIONS PER YEAR</u>
1st thru 5th year	10 days
6th thru 9th year	15 days
10th year	20 days
After 10th year	1 day vacation for every

year of service thereafter

The provisions above notwithstanding, any Employee hired after January 1, 1997 shall receive no more than 25 vacation days.

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 drafted by the Employer on or before April 1 of each year and posted on the bulletin board. In preparing the vacation schedule, the Employer shall endeavor to assign vacations on the basis of department seniority of its Employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Employer with due regard to its efficient operation.

Section 4. Vacations shall be taken during the regular vacation period between January 1 and December 31, inclusive.

An Employee can carry over vacation from one year to another, provided he/she uses the previous year's vacation in the current year.

Section 5. Employees may use vacation time if sick time is depleted, with the approval of the Public Works Director.

ARTICLE VII - LEAVES

Section 1. LEAVE OF ABSENCE WITHOUT PAY

a. Upon making timely application, Employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extension for such a leave may be granted or denied. 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 why 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. Thirteen (13) days paid sick leave each year shall be granted to all Employees, and the same shall be cumulative from year to year. Employees having not used one or more of their sick days for that year will have the option to be paid their current wage rate for up to six (6) of these unused days in lieu of accumulating same. Any employee who has more than six (6) days unused from a given year and wishes to be paid wages for their remaining days, in lieu of accumulating same, may be paid one (1) day's current rate of pay for every two (2) unused sick days. The purpose of this provision is that, at the end of each calendar year, an employee may elect to be paid for unused sick time. The rate of pay will be 100% for the first six (6) sick days unused, and 50% for next seven days of unused sick time. The employee must notify the Employer on January 10th of his or her election, payment to be made in the first pay check after February 15th of the year. Upon retirement, employees shall be paid one hundred (100%) percent

of all unused sick days, to a maximum of Ten Thousand Dollars (\$10,000.00), or the total amount of accumulated sick time as of January 1, 2003 at 2003 rates, whichever is greater. Should the accumulated sick time of any employee fall below the \$10,000.00 provided in this Article as a result of subsequent utilization, that employee will be limited by the \$10,000.00 cap.

b. The Department Head may require any said Employee to present a doctor's statement or other proof of illness.

c. In the event an employee is absent due to a work-related injury which entitles him to Workmen's Compensation, the Township agrees to reimburse the Employee at full pay for a time period not to exceed one (1) year and at two-thirds (2/3) pay for the rest of the compensation. The Employee shall endorse any Workmen's Compensation checks for this leave back to the Township. Workmen's Compensation law will prevail (An employee must be out for a period of seven (7) consecutive days, inclusive of Saturday and Sunday, in order to be eligible for pay on the eighth (8th) day).

d. The Township shall provide, at its cost, a disability insurance plan for non-job related injuries. The Employee will be entitled to disability payments of two-thirds (2/3) of his/her weekly salary. This benefit will be provided by the insurance carrier for a period of six (6) months.

Section 3. PERSONAL LEAVE DAYS

a. An Employee is entitled to a total of no more than five (5) personal days with pay for the transaction of personal business with approval of the Township.

b. Personal days with pay may be withheld on the day before or the day following any paid holiday or vacation period, except in extenuating circumstances.

c. Personal leave days may be taken without prior notice under extenuating circumstances.

Section 4. BEREAVEMENT LEAVE PAY

a. Employees will be granted four (4) working 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) working days in the event of the death of any other member of the immediate family defined as parent, parent-in-law, step-parent, child, sister, brother, grandparents, or other members of the Employee's household. The Employer reserves the right to verify the legal relationship of the family member to the Employee.

b. Employees shall be granted one (1) days 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 or greater 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 to Jury Duty shall be paid eight (8) hours straight time pay 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. If Jury Duty pay should be raised beyond the present rate, such increase shall be deducted from the above eight (8) hours' straight time pay paid by the Employer.

ARTICLE VIII - MEDICAL INSURANCE

Section 1.

a. The Township shall provide a Point of Service (POS), or equivalent, hospitalization and major medical insurance plan with an 80/20 out of network benefit. Effective July 1, 2005 the out of network benefit will become 70/30. As of that date an employee may obtain an 80/20 out of network benefit only by the payment each month of the difference in cost for the provision of that benefit.

The Township agrees that the cost of said benefit per month shall be as follows:

Single	\$33.10
Husband and Wife	\$65.45
Parent and Child	\$61.02
Family	\$83.86

Any employee hired after April 1, 2003 shall be provided a Point of Service (POS), or equivalent hospitalization and major medical insurance plan, with a 70/30 out of network benefit, single coverage only, and a modified dental plan consistent with that offered new confidential employees. Said employees may buy up to 80/20 coverage at the rates indicated above or buy up to family coverage at a rate to be established by the Township from year to year.

The Township shall have the right to change insurance carriers or to institute self-insurance programs as long as the same or equal benefits are provided.

b. There shall be a co-payment on prescription drugs, per 34 day supply as follows:

	Generic	Brand name
Beginning May 1, 2003:	\$2.00	\$5.00
Beginning July 1, 2004:	\$2.00	\$7.00
Beginning July 1, 2005:	\$5.00	\$10.00

Section 2. Employees who work for the Township of Edison in a permanent, full-time capacity for twenty-five (25) years will receive the same health benefits provided to other Township employees, except that 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.

Section 3. Any employee who is eligible to receive medical benefits under this agreement may voluntarily elect to decline or reduce the medical insurance coverage provided by the Township. The employee has the option to decline coverage in its entirety or eliminate his/her number of members covered (i.e. family coverage to single coverage, or husband and wife) to a lower coverage status than the maximum provided. If the employee elects to reduce

said coverage provided by the Township, the employee shall receive fifty (50%) of the difference between the original coverage premium under COBRA and the new coverage premium for the period of time that the employee received the reduced coverage and which shall not be less than twelve (12) consecutive months. The employee may return to previous coverage status by providing the Business Administrator with written notice at least ninety (90) days prior to the open enrollment period. Any employee receiving health benefits from the Township through their spouse shall not be eligible for health benefits or a municipal contribution under this Article

ARTICLE IX - DISCHARGE AND TERMINATION

Section 1. No employee shall be discharged except for just and sufficient cause, except that each new employee shall serve a probationary period for 120 days during which they may be terminated for any reason except for those prohibited by Article X, section 1.

Section 2.The Union shall be notified of the discharge of any Employee, except an Employee during an orientation period, at the time of such discharge, and such notification shall set forth the reason for said discharge.

Section 3. Separation from the service of the Employer may result from voluntary resignation of the Employee, or by the termination of said Employee's service by the appropriate Department Head.

Section 4. Employees who resign will tender their resignations in writing at least two (2) weeks prior to the effective date of resignation, in order to provide sufficient time for appointing and breaking in the successor.

Section 5. 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 6. 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 Personnel History file as evidence of the satisfaction of all claims against the Employer.

Section 7. SEVERANCE PAY

In the event of separation from employment through termination of service, except for cause, after ten (10) years or more of continuous employment, an Employee shall receive twenty (20) days terminal leave pay. The terms of this section shall not apply to part-time or temporary employees, and also, with the express understanding that under no circumstances, shall severance pay be granted to employees who are discharged for cause.

ARTICLE X - 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. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 3. The Employer will exercise diligent effort to promote Employees from within the Department when an opening exists.

Section 4. The Employer will implement a weekly pay schedule for the Employees of this bargaining unit as soon as practical.

Section 5. The Employer shall, under no circumstances, loan out tools, such as water shut off keys.

Section 6. After one (1) year of employment, an Employee shall be entitled to use all vacation, sick, and personal time allotted as of January 1st of each year. If an Employee leaves the employ of the Township prior to the end of the year, his vacation, sick and personal time will be pro-rated and any time used in excess shall be withheld.

ARTICLE XI - LONGEVITY

Section 1. Employees hired after January, 1990 will not be entitled to longevity until the completion of four (4) years. Beginning with the fifth (5th) year they shall receive a 3% longevity adjustment which shall increase every two years, at a rate of .25% per year, to a maximum of 8.5%

Section 2. Employees hired after October 1, 1993 will not be entitled to collect longevity until the completion of ten (10) years of service. Beginning with the eleventh (11th) year they shall receive a 3% longevity adjustment which shall increase every two years, at a rate of .25% per year, to a maximum of 7%.

Section 3. Employees hired after January 1, 2001 shall not be entitled to longevity.

Section 4. For all employees, other than those referred to in sections one, two and three of this Article, the longevity schedule shall be as follows:

<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%
For year in which completes 22 years	8.0%
For year in which completes 24 years	8.5%
For year in which completes 25 years	9.0%

ARTICLE XII - 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. Chief, Senior and Junior Pump House Operators will be required on a scheduled basis to work four (4) hours on Saturday and four (4) hours on Sunday. Compensation will be made at the rate of one and one-half (1 1/2) times the regular hourly rate for Saturday work and two (2) times the regular hourly rate for Sunday work.

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

Any work performed on the sixth (6th) day of the Employee's normal work week shall be compensated for at the rate of one and one-half (1 1/2) times the regular hourly rate of pay, and all work performed on the Sunday of the Employee's normal work week shall be considered overtime and shall be compensated for at two (2) times the regular hourly rate of pay.

In the event of a water or sewer emergency, any Employee in that Department shall go to the next level of overtime rate if he works beyond six (6) consecutive hours of overtime. In addition, such employees shall be entitled to \$5.00 in dinner money and \$3.00 in breakfast money on emergency breaks. Entitlement will start at 5:30 p.m. and every five (5) hours thereafter.

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 no 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.

Section 5. 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 the said Employee has been performing on that day in order to provide such equitable distribution of overtime.

Section 6. In the event an Employee is called back to work after the conclusion of a normal work shift, the Employee shall be paid a minimum of four (4) hours pay at the overtime rate. The Employee, in order to receive the four (4) hours pay at overtime rate, will remain available to work. The overtime is to start when the Employee is called to work.

Section 7. If the Employee is detained after the conclusion of his normal work shift, the Employee will be entitled to a minimum of two (2) hours pay at the overtime rate.

Section 8. Except in case of emergency or in the event of performance on an assigned job, no seasonal, or part-time employees shall perform in excess of forty (40) hours per week the duties of Employee in the bargaining unit, nor shall seasonal, part-time or CETA employees be hired or retained if regular permanent Employees are on a temporary lay-off due to a reduction in force.

ARTICLE XIII - 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 limited to:

1. The right to direct the work force.
2. To fire and discharge for cause, inefficiency, incompetency and other good and sufficient reasons.
3. To determine manning levels and the number of employees required for a specific job assignment.
4. To determine its own negotiating team and administrators.
5. To determine its own procedures for the verification of sick time.
6. To determine qualifications for employment in the Township.
7. Subcontracting and reorganization decisions.

8. To determine performance evaluation decisions.
9. To determine reduction or expansion of facilities, equipment and supplies, and delivery services to the public.
10. To determine job assignments and transfers.
11. To determine promotion criteria and make productivity studies.
12. All disciplinary write-ups shall have a duration of two (2) years in an employee's file.

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 XIV WAGES AND CLASSIFICATION

The following are the wages and classifications for the term of this agreement:

	2001	2002	2003	2004	2005
	3.10%	3.10%	3.20%	3.20%	2.90%
Laborer	16.27	16.77	17.30	17.85	18.36
Sewer Maintenance Man	18.94	19.52	20.14	20.78	21.38
Chief Pump Operator	23.36	24.08	24.85	25.64	26.38
Senior Sewer Pump Operator (A)	22.05	22.73	23.45	24.20	24.90
Sewer Equipment Operator	20.59	21.22	21.89	22.59	23.24
Senior Chief Storekeeper	20.59	21.22	21.89	22.59	23.24

ARTICLE XV. MISCELLANEOUS

Section 1. The Township will continue to contribute 1/2 of one percent of each Employee's gross earnings, up to a maximum of \$15,000.00 per year, payable to the 65 Education Fund.

Section 2. All Employees shall be provided with the following items at no cost to the Employee:

a. Each Employee will be provided with \$160.00 each year for the purchase of two (2) pairs of ankle top safety boots on a voucher system.

b. Work gloves will be provided as needed.

c. Each Employee will be paid \$750.00 each year as a clothing allowance. Payments will be made in April of each year.

d. Other protective clothing and equipment which, in the opinion of the Employer and the Union, is necessary to perform the job.

Section 3. A Safety Commission will be established in each department and will meet monthly with the Employer's Safety Commission to fulfill the needs of the Employees.

Section 4. The Employer hereby agrees that a residency requirement is not necessary for employment.

Section 5. The Employer shall provide hepatitis vaccination shots through the Township Health Department to all Employees.

Section 6.

The parties agree that they shall be bound by the Township's Drug and Alcohol Policy , which shall be incorporated herein by reference.

ARTICLE XVI FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been subject to negotiations. During the 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 XVII - DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2001 and shall continue in full force and effect until December 31, 2005

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 cases, the parties shall endeavor to negotiate a new Agreement 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 remain unchanged.

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

ATTEST:

TOWNSHIP OF EDISON

Reina Murphy,
Township Clerk

By: _____
GEORGE A. SPADORO, Mayor

ATTEST:

UAW LOCAL 2326, AFL-CIO

_____ By: _____

