

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2023.

Employer: Township of Edison

County: Middlesex

Date: 10/15/2020

Name: Maureen Ruane
Print Name

Title: Business Administration


Signature

AGREEMENT

Between

UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL
UNION, AFL-CIO, CLC

And its

Local 1426

And

THE TOWNSHIP OF EDISON

January 1, 2019 to December 31, 2023

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ARTICLE I – PREAMBLE

This agreement is entered into this _____ day of _____, 2019, between the Township of Edison, hereinafter referred to as the “Township” and the Registered Professional Nurses, hereinafter referred to as the “Public Health Nurses” or “Employee” and “United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and on behalf of its Local 1426,” hereinafter referred to as the Union.

ARTICLE II – RECOGNITION

The Township recognizes the Union as the sole and executive collective bargaining agent for all full-time Public Nurses employed by the Township except confidential employees, supervisors and managerial executives. Part-time nurses are excluded from the bargaining unit.

ARTICLE III - DUES CHECK OFF

The Township shall be and are hereby authorized and directed to deduct from the pay of each employee who furnished a written authorization for such deduction per authorization card. The amount of monthly Union dues may be certified to the employer and the Board by the Union at least (30) days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues shall be remitted by the Township to the attention of the Secretary Treasurer, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, P.O. Box 644485, Pittsburgh, PA 15264-4485 for the calendar month for which such deductions were made. Checks should be made payable to USW International Union with the USW Local 1426 noted in the memo area.

ARTICLE IV - UNION SECURITY

The Township shall deduct Union dues for employees for which the Union provides authorization cards.

The Township will deduct and transmit to the Treasurer of the USW Political Action Fund (USW/PAF), voluntary contributions to the USW/PAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAF. The Union shall indemnify and save the Township harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of complying with the foregoing provisions. The Township shall not make any deduction or transmit any funds until receiving written authorization from the employee.

ARTICLE V – SALARY

A. The Public Health Nurses shall have their salary increased for the term of the contract as follows:

- Effective January 1, 2019 2.5%
- Effective January 1, 2020 2.5%
- Effective January 1, 2021 2.5%
- Effective January 1, 2022 2.5%
- Effective January 1, 2023 2.5%

B. The starting salary for Public Health Nurses shall be \$44,000.00

ARTICLE VI - WORKING HOURS

- A. The regular scheduled working hours for the Public Health Nurses shall consist of 35 hours weekly with one (1) hour for lunch (unpaid), Monday through Friday. Work performed on Saturday will be paid at time and half. Work performed on Sunday will be paid at double time. The overtime can be taken in pay or compensatory time at the discretion of the Director of Health. If permitted, compensatory time must be taken within sixty (60) working days of the date of the overtime occurrence.
- B. There shall be a flexible work schedule with starting and ending times from 8:00 a.m. to 8:00 p.m.
- C. In the event that a public health emergency is declared, the Mayor, his designee or Director of Health may institute a mandatory recall of the Public Health Nurses. Any employee subject to the mandatory recall shall be paid a minimum of four (4) hours at time and one half.
- D. All request for time off, including but not limited to Jury Duty, but excluding sick time will be submitted to the Supervisor and Department Director in writing. Vacation time shall be submitted no later than April 1st of every calendar year, except in the case of emergencies.

ARTICLE VII – OVERTIME

Overtime will be defined as any hour, or portion thereof, worked by personnel over and above 35 paid hours in a week. Overtime compensation will be as follows: The Public Health Nurses working 35 Hours will receive time and one-half for periods of time required by the employer in excess of 35 paid hours.

Subject to the dictates of the Fair Labor Standards Act, compensatory time may be selected in lieu of overtime payment.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definition of Grievance: A grievance is a dispute or a complaint arising between an employee and the Township including a claimed breach, misinterpretation, or improper application of the terms of this contract expressed herein.

B. Procedure:

Step 1: Within seven (7) days of the occurrence of a grievance, an employee may, either alone or accompanied by an authorized Union representative, present the grievance informally to the immediate supervisor. The supervisor shall either conclude a mutually satisfactory solution to the grievance within 48 hours of the time that it is first presented, or failing in that, shall within that time, advise the employee of the failure to do so.

Step 2: If the grievance is not resolved at Step 1, or if no answer is received from the supervisor within the time limit, the employee may appeal the grievance to Step 2 by putting the grievance in writing and signed by the grievant and the Union Representative submit it to the Director of the Department of Health, Welfare, and Human Resources. The Director of the Department shall either conclude a mutually satisfactory solution to the grievance within five (5) working days of the time that it is first presented, or failing in that, shall within the time, advise the employee of the failure to do so.

Step 3: If the Grievance is not resolved at Step 2, or no answer is received from the Director of the Department within the time limit, the employee may appeal the grievance to Step 3 by forwarding the grievance to the Township Administrator or designee of Mayor. The Administrator or designee of Mayor shall reply to the

grievance not later than ten (10) working days upon receiving same. If within fourteen (14) days of the hearing, a mutually satisfactory solution is not attained, the employee may file with the Public Employees Relations Commission for grievance arbitration. An arbitrator shall be chosen who is acceptable to both parties. The cost of arbitrator shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring same. The decision shall be in writing with reasons there. Time extensions may be mutually agreed to by the Employer and the Union. The Employer reserves the right to use the grievance procedure with equal access.

Procedures:

1. The parties direct the arbitrator to decide as a preliminary question whether he had jurisdiction to hear and decide the matter in dispute. Only one grievance at a time may be submitted to arbitration. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The arbitrator's decision shall be binding on both parties.

ARTICLE IX – DISCIPLINE

- A. No employee may be disciplined except for just cause.
- B. All employees hired during the term of this agreement shall receive a probationary period of One Hundred and Eighty (180) days from the date of hire. During this probationary period, the Township reserves the right to discharge a probationary employee for any reason. Any employee so discharged shall not have resources to the grievance procedure set forth on this agreement. The probationary period may be extended at the sole discretion of the Business Administrator for any amount of time.

ARTICLE X - HEALTH INSURANCE/MALPRACTICE

- A. 1. All employees receiving medical (whether POS or PPO), dental, optical and/or prescription benefits from the Township shall contribute to the cost of such health care premiums as required by law. Since the Township is self-insured, "plan cost" shall be determined based upon COBRA rate equivalents. The Employer agrees to provide employee health benefit contributions as provided in **Appendix A. (*See attached Appendix A for Health Insurance Calculations).**
2. The Township shall provide a Point of Service (POS) #85197-55, or equivalent, basic and major medical and hospitalization coverage and prescription, vision, and dental coverage. The Township may change the carrier for this coverage without negotiations, provided the same level of coverage is maintained or the level of coverage is raised.
- B. The Township shall provide an optional Preferred Provider Organization (PPO) as follows:
1. In-Network provider with co-pay of \$20.00 per visit.
 2. Out-of-Network Provider as follows:
 - a. Individual deductible: \$300.00
 - b. Family deductible: \$600.00
 - c. For single coverage, the employee is responsible for 20% of the first \$15,000.00 of submitted and covered eligible expenses up to \$3,000.00, excluding the deductible, after which benefits will be paid at 100% of submitted and covered eligible expenses.
 - d. For family coverage, the employee is responsible for 20% of the first \$30,000.00 submitted and covered eligible expenses up to \$6,000.00, excluding the deductible, after which benefits will be paid at 100% of submitted and covered eligible expenses.
 - e. Benefits covered under this Section shall have no maximum lifetime limit.

- f. Hospital expenses will be included under the deductible and co-insurance.
- g. Coverage for dependents shall terminate on said dependent's 26th birthday.

C. The Township agrees to provide clinic professional liability insurance for all bargaining unit members of \$1,000,000 for each medical incident, and \$3,000,000 annual aggregate.

D. Effective upon signing this contract there shall be a fifteen dollar \$15.00 co-pay for name brand drugs and a five dollar \$5.00 co-pay for generic drugs. On first prescription of a maintenance drug there shall be a 34-day supply with a single co-pay in accordance with the amounts above. On subsequent refills of maintenance drugs, the prescription shall be limited to a supply of 90 days and the employee shall be responsible for a single co-pay in accordance with the amounts above.

Effective July 1, 2019, compound prescriptions will not be permitted unless medically necessary as determined by the Township's prescription plan administrator in conjunction with the employee's physician. The decision of the Township's prescription plan administrator (presently CVS/remedy) is final and the Township will not initiate overrides unless compelling medical evidence is presented to the Township Administrator. All compound medical overrides presently in place will remain until July 1, 2019. If the Union disagrees with the Township Administrator, both parties will agree on a physician with experience in the medical field related to the prescription, to review the matter. The decision of the mutually agreed upon physician shall be final and not grievable. If the parties cannot mutually agree on a physician, the matter can proceed to arbitration. The Union and the Township shall share all costs of the arbitrator and any arbitration decision issued will be applied to the Union member(s) at issue and will not be considered precedential or to have established past practice.

Effective July 1, 2019, employees are required to receive generic prescriptions, unless a non-generic is medically necessary as determined by the Township's prescription plan administrator (presently CVS/Remedy) in conjunction with the employee's physician. Any employee currently approved for a medically necessary non-generic will continue to receive same, subject to the completion of the authorization process as required by the prescription plan administrator subsequent to January 1, 2019. If the Union disagrees with the decision of the Township's prescription plan administrator, both parties will agree on a physician with experience in the medical field related to the prescription, to review the matter. The decision of the mutually agreed upon physician shall be final and not grievable. If the parties cannot mutually agree upon a physician, the matter can proceed to arbitration. The Union and Township shall share all costs of the arbitrator and any arbitration decision issued will be applied to the Union member(s) at issue and will not be considered precedential or to have established past practice.

Voluntary mail-order for prescription maintenance drugs, utilizing a CVS pharmacy, remains in effect for all members.

The parties agree that discussion regarding alternative prescription plan utilization management strategies will be ongoing, with no new strategies being implemented unless mutually agreed upon by the parties. The parties agree that any such discussions and agreement, if any, will not be considered a reopener of the contract.

E.

- (1) Effective July 1, 2019, Employees with medical coverage from another source may choose to opt out of the Township's health insurance plans. For those employees who elect to waive their rights to health insurance coverage provided by the Township, the Township shall reimburse the employee up to \$5000 annually. Employees who had elected to receive a monthly municipal contribution in lieu of receipt of benefits during

employment shall have the ability to have health benefits reinstated during the open enrollment period. In the event that employees are married or become married while both parties are employed by the Township, the Township will provide health benefits to one (1) of said employees. Said employees are covered under health plans and shall not be eligible for an insurance waiver.

- (2) The Township may eliminate the municipal contribution payments in lieu of benefits at any time, with 90 days' notice to employees. Employees wishing to reenroll in the Township benefits as a result of this elimination will be permitted to do so, without having to wait for the open enrollment period.

F.

- (1) Employees who work for the Township in a permanent full-time capacity for twenty-five (25) full years will be provided the same health benefits as active employees when they retire. Coverage for the retired employee's surviving spouse, who was the employee's spouse at the time of retirement and eligible dependents shall continue to receive coverage in the event of the retired employee's death. Any retiree attaining the age of sixty-five (65), and are qualified, must enroll into Medicare Part A and Part B. While the Township will continue to pay for an eligible retiree's medical benefits, the Township will not be responsible for, nor reimburse a retiree for, Medicare premiums.
- (2) Retirement Benefits: Any employee who retires after completion of twenty-five (25) years of full-time service with the Township, who had at least ten (10) years of service in a NJ pension system as of June 28, 2011, will be eligible for Township-paid benefits in retirement, with no contributions from the retiree required. Any individual qualified within the parameters set forth in this subsection who retired during the pendency of these negotiations and/or subject to a separation agreement that referenced retirement health benefits shall be eligible for the retirement health benefits as set forth in this subsection.

ARTICLE XI – HOLIDAYS

The following are hereby designated as holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day – (1/2 day)
Christmas Day
New Year's Eve Day – (1/2 day)

ARTICLE XII - PERSONAL DAYS

The employee is entitled to a total of no more than four (4) personal days with pay for the transaction of personal business. Prior notice of forty-eight (48) hours to the Department Head and written approval is required.

ARTICLE XIII – VACATIONS

1. Employees hired prior to January 1, 2017 will maintain the amount of vacation days they receive as of that date.
 - a. Employees with ten years of service through the fourteenth calendar year shall receive twenty (20) working days of annual vacation time.
 - b. From the beginning of the fifteenth calendar year of service, employees shall receive twenty-five (25) working days of annual vacation time.
2. Employees hired on or after January 1, 2017 shall receive the number of vacation days as set forth below:
 - a. Upon hire: one day per month, not to exceed 10 days during the first year of employment, hire date must be before the 16th of the month to earn a day for the first month of employment.
 - b. 2nd to 5th year of service: 12 days
 - c. 6th to 10th year of service: 15 days
 - d. 11th to 15th year of service: 18 days
 - e. 16th to 20th year of service: 20 days
 - f. 21st year and over of service: 22 days
3. All vacation leave must be taken in the calendar year of which it is earned unless by reason of pressure of business a Department Head requests an extension into the following year. Such request must be in writing and subject to final approval by the Business Administrator. Employees are permitted to carry over a maximum of one week of accumulated vacation days into the next calendar year.

4. Beginning at the conclusion of contract year 2017, members can sell back one week of vacation annually, at a 1 for 1 rate. The notice of intention to sell back must be provided to the Township in writing before January 31st of the following year. Payment shall be made to the employee no later than April 1st.
5. The vacation period shall be from January 1 to December 31 inclusive. Beginning the first calendar year of employment, such vacation leave shall be effective as of January 1, with this restriction: Any employee who has taken their calendar years' worth of vacation time and terminates employment before s/he has worked the entire calendar year shall have his last pay adjusted as determined by the Township on a prorated basis.
6. Vacations shall be scheduled, in writing, by April 1st of every calendar year.
7. Vacation shall be so scheduled so as to obviate the need for temporary increase in personnel or overtime work by other personnel of the Department. Any changes in vacation schedules by the employees shall be permitted only by the permission of the head of the department, and all requests shall be submitted in writing to the Department Head. Vacation periods within a Department shall be granted on the basis of seniority.
8. When in any calendar year, the vacation or any part thereof is not granted by any reason of pressure of municipal business, as determined by the Township such vacation periods or part thereof, not granted shall accumulate and shall be granted during the succeeding year only. Written permission must be obtained by an employee for carry over of vacation leave into the next year prior to December 1 of the year vacation earned from the Department Head and approved by the Business

Administrator. In determining all vacation leave, the years of service of such employment shall be used, and if such employment was not continuous, deductions shall be made for such length of time as an employee was not on payroll.

9. Provisions must be made by the Department Head so that no employee forfeits vacation leave because of limitation on accrual.
10. An employee who has returned from an extended military leave or other extended leave of absence without pay, or has been re-employed or re-instated, shall be entitled during the calendar year in which he returns to the Township's service to a vacation based upon his previous length of service effective upon his return.
11. The employer encourages all employees to take their vacations in periods of working weeks. This policy shall be adhered to except in exceptional cases. The practice of taking vacation in periods of days or parts of days shall be strongly discouraged, and may only be granted at the discretion of the Department Director, provided that Department efficiency will not be unreasonably impaired.
12. Vacation time accumulated is forfeited if at least ten (10) days' notice of intention to terminate employment is not given in writing by the employee to his Department Head.
13. Beginning in contract year 2017, if a member retires on or after July 1st of any calendar year, s/he will be entitled to be credited with their full annual allotment of vacation days for that calendar year and shall be entitled to be paid out for unused time at the time of retirement.

ARTICLE XIV - SICK LEAVE

1. Sick leave is defined to mean an absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. In case of leave of absence due to a contagious disease, a certificate from the Division of Health shall be required. In case of death in the immediate family of the employee, any reasonable proof required by the Department Head shall be sufficient. In all of the above occurrences, any question as to their interpretation shall be the responsibility of the Business Administrator.
2. For the first calendar year of employment, each employee shall receive one working day per month (including the first month of employment if hired before the 16th of the month). Thereafter, each employee shall receive 12 days of sick leave per year. These days will be credited to each employee as of January 1st of each year. All employees hired prior to May 21, 2010 may sell back one week of sick time annually, at a 1 for 1 rate. The notice of intention to sell back must be provided to the Township before January 31st of the following year for payment no later than April 1st of that year. The maximum payout at retirement for accumulated sick time is \$15,000.00 payable at the employee's retirement after obtaining twenty-five (25) years of creditable service in a State of New Jersey Retirement System or if the employee retires on a Disability Retirement. Sick time payout will be based on the employee's rate at the time of retirement.
3. The maximum payout at retirement for accumulated sick time is \$15,000.00.
4. No refund of vacation time shall be allowed due to illness incurred while on vacation leave.
5. Holidays and regular days off shall not be counted in computing sick leave.
6. Immediate family, for the purpose of this procedure, is interpreted to be the spouse, children, mother, father, brother or sister of the employee or his/her spouse's family living as a permanent member of the employee's household.
7. Any employee after two years of permanent service, who requires an extended absence due to personal illness or injury, shall be required to use 20 days of their sick time before being eligible for the Township's long term disability plan. After the twenty days have been

taken, the employee then shall be paid 100% of his/her weekly salary during the illness or injury, which prevents the employee's return to work for a period not to exceed one year.

8. Sick leave shall be prorated for the year in which an employee retires as of the last day of work.
9. Any employee who has taken their calendar years' worth of sick time and terminates employment before s/he has worked the entire calendar year shall have his last pay adjusted as determined by the Township on a prorated basis.

ARTICLE XV - JURY DUTY

An employee who is called for jury duty shall be paid from the Township for the scheduled working time lost. However, the employee shall be required to give prior notice of two weeks to the Township of employee's call for jury duty. Any remuneration of jury duty shall be paid to the Township.

All request for time off, including but not limited to jury duty, but excluding sick time will be submitted to the Supervisor and Department Director in writing.

ARTICLE XVI - UNPAID LEAVE

The provisions of this Article are for the purpose of maintaining uninterrupted seniority during authorized periods of leave of absence.

Any employee may apply for a leave of absence without pay or other remuneration for a period not to exceed twelve (12) months, provided that the employee shall make application in writing for such leave to the Township at least sixty (60) days prior to the date of such leave requested, except in the event of an emergency. Such leave shall be granted, provided operational and staffing levels are maintained.

An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

If an employee fails to report to work within three (3) working days following expiration of an authorized leave of absence and does not give satisfactory explanation for not returning, said employee shall be considered as having voluntarily resigned.

An employee who gives false reason for obtaining a leave of absence shall be subject to discharge.

Any employee subject to military leave shall be entitled to a leave of absence in accordance with applicable law.

In the event an unusual emergency arises, which might prevent the employee on leave from returning at the end of the leave, such employee may apply for an extension of such leave of absence, if said extension is granted, the employee will maintain his seniority.

ARTICLE XVII - BEREAVMENT LEAVE

Employees will be granted four (4) days off with pay at the employee's straight time rate in the event of the death of 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, grandparents, child, sister, or brother, spouse or all step relative of similar degree, and brother sisters, parents and grandparents of the employee's spouse. The Township reserves the right to verify the legal relationship of the family member to the employee. Employees shall be granted one day off, the day of the funeral of any other relative. Such leave is subject to prior approval by the Department Head.

ARTICLE XVIII - DISABILITY LEAVE & WORKER'S COMPENSATION

In the event that any employee of the Township of Edison shall incur an injury while performing his or her duties:

- a. The employee shall be transported to the nearest hospital or licensed physician, as the situation requires, for immediate examination and/or treatment.
- b. The employee's supervisor shall write and submit an accident report to the Department of Administration within twenty-four (24) hours.
- c. Refusal of immediate medical examination and/or treatment by a licensed physician of the staff of a licensed hospital shall absolve the Township from all responsibility and financial obligation.
- d. Self-inflicted injuries shall bar the employee from any and all benefits and compensation except emergency treatment. Self-inflicted injuries shall also constitute grounds for dismissal from Township employ.
- e. Upon assumption of compensation for an injured employee by the insurance carrier for the Township, it shall be by their determination upon the examination by a licensed physician or qualified hospital staff member appointed by the Edison Township Business Administrator as to when an employee is again able to perform his or her assigned duties.
- f. At such time, all compensation and benefits except medical examinations and treatments made necessary for the injury shall cease, and the employee shall report back to work.

ARTICLE XIX – LONGEVITY

Employees shall not be eligible for longevity payments.

ARTICLE XX – RETIREMENT

- A. All employees are covered by the Public Employee Retirement System. Rate is determined by age and the Division of Pensions, Trenton, New Jersey.
- B. Unit members who retire as of December 31, 2016 and members who are subject to a layoff shall receive twenty (20) days of terminal pay and/or severance pay.

ARTICLE XXI - UNIFORMS, PROFESSIONAL LICENSES & TUITION
REIMBURSEMENT

- A. Beginning in contract year 2019, an annual uniform allowance of \$1,200.00 will be provided to the nursing staff. The payment shall be made before January 31st of any calendar year. The uniform allowance shall be provided in a check separate from the employee's normal paycheck.
- B. All unit members shall be eligible to receive financial reimbursement for job required courses and all continuing education/training courses that are required to maintain licensing for the member's position. Prior approval in writing, from the Business Administrator, must be obtained, at least thirty (30) days in advance of registration. The successful completion of these courses by the unit member shall be paid for by the Township.
- C. "Successful completion" means to gain reimbursement, the employee must obtain a certification from the educational institution involved. Said certification must show that the employee has completed and passed the course. Employees who leave the employ of the Township within one (1) year of receipt of the monies shall be required to repay all such monies received, except in the case of death or disability. Monies may be repaid via deduction from an employee's final paycheck.
- D. All education reimbursement covered under this Article shall be paid in full within sixty (60) calendar days of the employee's submission of all requirements stated herein.
- E. For budget purposes, employees will notify administration as much in advance as possible of their intent to attend educational classes.

ARTICLE XXII - TOWNSHIP VEHICLES

Unit members will be provided Township vehicles for use while performing the required duties of their positions. Unit members will be required to have a valid driver's license in order to utilize Township vehicles. Unit members must report, within 1 business day, any off-duty incident affecting the validity of their driver's license.

In the event a Township vehicle is not available and a member must use their personal vehicle for Township business, mileage reimbursement at the IRS rate will be provided.

ARTICLE XXIII - AUTHORIZED REPRESENTATIVE

Authorized Representatives of the Bargaining Unit, with notification to management, shall have the right to enter up on the premises of the Township for the purpose of bargaining negotiations and grievance procedure relative to enforcement of the final agreement reached, so long as such visits do not interfere with proper service to the public or ongoing workday schedule.

It is agreed that the Union will furnish to the Township a list of duly elected Stewards.

ARTICLE XXIV - NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, political affiliation, sexual preference, physical disability, national origin or any other status protected by State and Federal law.

The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, assist any employee organization or to refrain from any such activity and to perform their job duties in accordance with applicable local, State and Federal law and normal Township policy that is usual and customary to the performance of their particular job title. There shall be no discrimination by the Employer or the Union against any Employee because of the Employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XXV – SENIORITY

1. Seniority shall be defined as the length of an employee's continuous service with the Township. The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months, and days from the date of last hire.

2. COMMENCEMENT OF SENIORITY

An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of the employee's probationary period, seniority shall be computed from the employee's date of last hire.

3. LAYOFF AND RECALL

The Township shall have the right to lay off employees in the following order: full-time employees, regardless of seniority. In the event of any layoff, the employee or employees with the least amount of seniority in the classification wherein the Township intends to effectuate a layoff shall be the first to be laid off. In the event that an additional employee or employees shall be needed in a particular classification, employees previously laid off within such classification shall be recalled by the Township in the inverse order in which such employee was laid off. Notwithstanding anything herein to the contrary, if an operation involves the necessity of employees to utilize various and sundry types of skills derived from differing education and experience in the event of a layoff or other reduction in the work force, the Township shall have the right to lay off a more senior employee if the less senior employee who would otherwise be laid off within such classification shall be recalled by the

Township in the inverse order in which such employee was laid off. Notwithstanding anything herein to the contrary, if an operation involves the necessity of employees to utilize various and sundry types of skills derived from differing education and experience, in the event of a layoff or other reduction in the work force, the Township shall have the right to lay off a more senior employee if the less senior employee who would otherwise be laid off, is able to perform the work necessary to the continued, efficient operation of the Agency, which work cannot be as ably performed by the more senior employee. All employees, along with their Union representative, shall be given twenty (20) working days' written notice prior to layoff's effective time.

4. LOSS OF SENIORITY

Notwithstanding any of the provisions of this Article, all seniority rights shall be lost, and an employee will be considered to have a break in (continuous) service, if any of the following conditions or circumstances occurs:

- a. An employee voluntarily quits.
- b. An employee is discharged.
- c. An employee has been laid off continuously for a period of six (6) months.
- d. An employee does not respond to recall after layoff within three (3) working days from the mailing of a recall notice sent by certified mail, return receipt requested, and regular mail, to the employee's last known address on the Township's payroll records advising the employee that work is available.
- e. An employee fails to report for work at the expiration of a leave of absence.

- f. If an employee is absent from work for three (3) consecutive days without notifying the Township. In the event an employee may be reinstated without loss of seniority by furnishing a reason for such failure satisfactory to the Township.

ARTICLE XXVI – MILITARY LEAVE

Any employee of the Township who is a member of the National Guard, Naval Military, Air National Guard, or a reserve component of any of the Armed Forces of the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as is authorized by law. Such leave of absence shall be in addition to other paid time off as set forth in this Agreement.

ARTICLE XXVII – POSTING OF BARGAINING UNIT POSITION

In the event the Township intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Township shall post notice of such available position and employees may apply for such position as follows:

- A. The Township shall post a notice of such available position for five (5) working days on the Bulletin Board of the Agency. The Township shall provide the Union with a copy of such notice within twenty" four (24) hours of posting. An employee including those on leave or those who are ill desiring to apply for such positions shall notify the Township in writing within such time. The Township shall give careful consideration to all bargaining unit employees applying for the position as well as other persons who have made application. In making its decision, the Township shall award the position to the applicant who, in the opinion of the Township, is most and qualified to perform the work. In the event that, in the opinion of the Township, there is no difference in the ability or qualifications of one or more such applications to perform the work, then the Township shall award the position to the bargaining unit employee with the greatest seniority. If the Union desires to submit the grievance procedure the question of whether any such decision of the Township is arbitrary, it may do so.
- B. The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Township within 180 days after the date such position has been filled. Should the employee fail to perform the job to the satisfaction of the Township, the employee may return to the employee's former job.

- C. In the event the Township decides to create a new classification applicable to the bargaining unit, the Township shall notify the Union of any such position at least five (5) days before it posts a notice of such available position pursuant to posting article. At the time of notification that the Township has decided to create a new classification applicable to the bargaining unit, the Township shall also notify the Union of the minimum wage rate the Township has established for the new classification.
- D. Two (2) Union Representatives are entitled to conduct a one (1) hour orientation with all new employees during the new employee's first week of employment. The scheduling of the orientation session will be arranged in advance with the Human Resources Department to ensure that it does not interfere with Township operations. Pay for the Union representatives and the new employee(s) will be at the straight time rate.

ARTICLE XXVII – EMPLOYER RIGHTS

- A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this agreement in accordance with applicable laws and Department Rules and Regulations as follows:
1. To direct Employees of the Edison Health Department.
 2. To hire, promote, transfer, demote, discharge, or take other disciplinary action against Employees.
 3. To relieve Employees from duty because of lack of work or for other legitimate reasons.
 4. To maintain efficiency of the municipal operations entrusted to them.
 5. To determine the methods, means, and personnel by which such operations are to be conducted.
 6. To take whatever actions may be necessary to carry out the mission of the municipality in situations or emergency.
- B. The Union agrees that neither it or its members will engage in, encourage, sanction, support, or suggest any strike, work stoppages, slowdowns, mass resignations, mass absenteeism or other similar actions which would involve suspension of, or interference with, the normal work of the municipality.
- C. 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 XXIX – UNION CONFERENCE DAYS

Union members or Union Officers, steward or designated by the Union to be assigned by the Union shall be granted a cumulative total of no more than four (4) days per calendar year shall be granted time off without loss of pay for the purpose of attending union conferences or conventions. The Union shall provide the Director of the Department no less than one week's notice of request without which such request will not be considered. Said request may be denied by the Department Director subject to the staffing level requirements necessary to thoroughly and efficiently provide services required of the Department; however, such request is not to be unreasonably denied.

Not more than one employee will be allowed four (4) days off for this purpose and a maximum of two (2) employees may be allowed up to two days each; however, the total number of days is not to exceed four (4) work-days off per calendar year. Ten (10) additional days shall be allowed during the term of this agreement to be used as necessary as "Union Conference Days".

The Township agrees to pay the employee 100% of the daily salary normally earned by the employee who is granted a Union Conference Day.

ARTICLE XXX – DURATION OF THE CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2019 until December 31, 2023. If the parties have not reached an agreement on or before the anniversary date, all the provisions of the Agreement shall remain in effect until a new agreement has been reached.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on this date

UNITED STEELWORKERS (USW)

Thomas Conway
Thomas Conway
International President

John E. Shinn
John E. Shinn
International Secretary -
Treasurer

D.R. McCall
D.R. McCall
International Vice President -
Administration

Frederick D. Redmond
Frederick D. Redmond
International Vice President -
Human Affairs

Bob McAuliffe
Bob McAuliffe, Director, District 10

Joseph B. Pozza III
Joseph B. Pozza III, Sub-Dist. Director

Liz Bettinger
Liz Bettinger, Staff Representative

LOCAL 1426 UNION COMMITTEE

Elizabeth Rivera
Elizabeth Rivera, President

Joan Perrette, Vice President

TOWNSHIP OF EDISON

[Signature]

Attest:
[Signature]