

1/1/94  
through  
12/31/96

AGREEMENT  
BETWEEN  
THE TOWNSHIP OF EDISON  
AND  
AFSCME LOCAL #3269

## TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	2
ARTICLE I	RECOGNITION . . . . . 3
ARTICLE II	MANAGEMENT RIGHTS . . . . . 4
ARTICLE III	MAINTENANCE OF WORK OPERATIONS . . . . . 6
ARTICLE IV	GRIEVANCE PROCEDURE . . . . . 7
ARTICLE V	SALARIES/LONGEVITY . . . . . 11
ARTICLE VI	HOURS OF WORK . . . . . 15
ARTICLE VII	BREAKS . . . . . 17
ARTICLE VIII	PROBATIONARY PERIOD . . . . . 18
ARTICLE IX	VACATIONS . . . . . 19
ARTICLE X	SICK LEAVE . . . . . 21
ARTICLE XI	LEAVE OF ABSENCE WITH AND WITHOUT PAY . . 25
ARTICLE XII	TERMINAL LEAVE PAY AND RETIREMENT . . . . 27
ARTICLE XIII	MILITARY LEAVE . . . . . 28
ARTICLE XIV	FUNERAL LEAVE . . . . . 29
ARTICLE XV	INSURANCE . . . . . 30
ARTICLE XVI	HOLIDAYS . . . . . 31
ARTICLE XVII	WORK INCURRED INJURIES . . . . . 33
ARTICLE XVIII	DISCRIMINATION AND COERCION . . . . . 34
ARTICLE XIX	SEPARABILITY AND SAVINGS . . . . . 35
ARTICLE XX	DEDUCTIONS FROM SALARY . . . . . 36
ARTICLE XXI	JURY LEAVE . . . . . 37
ARTICLE XXII	PERSONAL DAYS . . . . . 38
ARTICLE XXIII	ACCESS TO PERSONNEL FILES . . . . . 39
ARTICLE XXIV	UNION RIGHTS . . . . . 40

TABLE OF CONTENTS - Continued

		<u>PAGE</u>
ARTICLE XXV	UNION BUSINESS . . . . .	42
ARTICLE XXVI	CHECKOFF . . . . .	43
ARTICLE XXVII	EDUCATION . . . . .	45
ARTICLE XXVIII	BULLETIN BOARDS . . . . .	47
ARTICLE XXIX	CLOTHING ALLOWANCE AND UNIFORMS . . . . .	48
ARTICLE XXX	OUTSIDE EMPLOYMENT . . . . .	50
ARTICLE XXXI	EMERGENCIES . . . . .	51
ARTICLE XXXII	PROFESSIONAL LICENSES AND PROFESSIONAL ORGANIZATIONS . . . . .	52
ARTICLE XXXIII	CAR EXPENSES/TOLLS/PARKING . . . . .	53
ARTICLE XXXIV	SENIORITY, LAYOFF AND RECALL . . . . .	54
ARTICLE XXXV	OUT OF TITLE WORK . . . . .	60
ARTICLE XXXVI	EMPLOYEES ON CALL . . . . .	61
ARTICLE XXXVII	JOB DESCRIPTIONS/JOB QUALIFICATIONS . . . . .	62
ARTICLE XXXVIII	FULLY BARGAINED AGREEMENT . . . . .	63
ARTICLE XXXIX	LABOR/MANAGEMENT MEETINGS . . . . .	65
ARTICLE XXXX	ADDENDUM . . . . .	66
ARTICLE XXXXI	DURATION . . . . .	67
APPENDIX A	JOB TITLES . . . . .	A-1
APPENDIX B	SALARY RANGES . . . . .	B-1

•

PREAMBLE

A. This agreement entered into this 1st day of January, 1994, by and between Edison Township in the County of Middlesex, hereinafter called the "Employer", and AFSCME duly appointed representative hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The purpose of this agreement is to promote harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

\* ARTICLE 1  
RECOGNITION

A. The Employer recognizes Local 3269 of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all salaried and hourly employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement and for such additional classifications as the parties may later agree to include, excluding, however, confidential employees, and all other employees excluded by statute, N.J.S.A. 34:13A-5.3. Employees not listed in Appendix A are also excluded except for those newly created positions agreed upon by both the Union and Management.

B. All newly created positions agreed to by both the Union and Management shall be immediately incorporated into Appendix "A" and inserted into the mutually agreed upon job family. There shall be a mutually agreed upon salary range set.

C. The title "employee" shall be defined to include the plural.

D. The nature of certain matters necessitates the need for confidential positions. Management shall retain the right to hire confidential staff members. Such confidential staff members shall include those in policy making roles and those employees who serve as support staff for those in policy making roles. Such confidential positions shall not be represented in any way as a bargaining agent for any purpose by Local 3269 of the American Federation of State, County and Municipal Employees, AFL-CIO. The definition of confidential employees shall be in accordance with PERC guidelines and regulations.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, as well as the following rights:

1. To exercise the executive management and administrative control of the Township and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. Proposed new rules or modification of existing rules governing negotiable working conditions shall be negotiated with the Union before they are established as provided by the statute.
4. To hire all employees, whether permanent, temporary or seasonal; to promote, transfer, assign or retain employees.
5. To set rates of pay for temporary or seasonal employees.
6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
7. Nothing contained herein shall prohibit the Township from contracting out any work.
8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient or nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed terms thereof in conformance with the constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40:1-1 et seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

E. Management may appoint any employee to serve in an acting capacity for a period not to exceed ninety (90) days, unless reappointed by the Business Administrator. It shall not be the intention of management to circumvent any established promotional procedures through the appointment of any employee to serve in an acting capacity.

ARTICLE III  
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (the concerted failure to report for duty), work stoppage, slow-down, walk-out or other illegal job action against the Employer.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke appropriate penalties.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

E. The Employer agrees not to lock out its employees.



ARTICLE IV  
GRIEVANCE PROCEDURE

• A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Township. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent in writing:

STEP 1: The Union shall institute written action under the provisions hereof within ten (10) working days after the event giving rise to the grievance occurred, or when the employee knows or should have reasonably known that a grievance should be filed, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate Supervisor for the purpose of resolving the matter informally. The written grievance at this step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this contract violated, and the remedy requested by the grievant. The immediate Supervisor or his/her designated representative will answer the grievance in writing

within ten (10) working days of receipt of the written grievance. Failure to act in writing within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. Failure of the Supervisor to respond will be construed as a negative response.

STEP 2: If the Union wishes to appeal the immediate Supervisor's decision, it shall be presented in writing to the Department Head within ten (10) working days after the immediate Supervisor's response is due. The Department Head shall respond in writing to the Union President or designated representative within ten (10) working days. Failure to respond within ten (10) working days shall be construed as a negative response.

STEP 3: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Business Administrator within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond in writing to the grievance within ten (10) working days of the submission.

STEP 4: If the grievance is still unsettled, the Union may, within ten (10) working days after the reply of the Business Administrator is due, by written notice to the Business Administrator, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days and such decision shall be final and binding on both parties.

E. The following procedure will be used to secure the services of an arbitrator:

1. A representative of the Township and a representative of the Union will attempt to select a mutually satisfactory arbitrator.
2. If they are unable to do so within ten (10) working days after the Business Administrator was notified of the Union's decision to go to arbitration, a request will be made to the New Jersey Public Employment Relations Commission.
3. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union.
4. The Union will notify the Township in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Such employees so designated by the Union will be permitted to confer with other Union Representatives, employees and with Township representatives regarding matters of employee representation during working hours without loss of pay provided, however, all employees shall secure the permission of their immediate Supervisor, which permission shall not be unreasonably denied.

F. Upon prior notice and authorization of the Department Head or immediate Supervisor, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at steps one and two in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

ARTICLE V  
SALARIES/LONGEVITY

A. Longevity Schedule:

2%	Completion of 4th Year
2 1/2%	Completion of 6th Year
3%	Completion of 8th Year
3 1/2%	Completion of 10th Year
4%	Completion of 12th Year
4 1/2%	Completion of 14th Year
5%	Completion of 16th Year
5 1/2%	Completion of 18th Year
6%	Completion of 20th Year
6 1/2%	Completion of 22nd Year
7%	Completion of 24th Year

Employees hired after June 30, 1993 shall not be eligible for longevity.

B. Salaries:

1994 SALARY FORMULA/EXAMPLES

January 1, 1994:

A = Bottom of salary range \*  
B = 1993 Base salary  
E = (A-B) if (A-B) ≤ 0, use 0  
          if (A-B) > 0, Use No.  
E + B = January 1, 1994 base salary

Example 1:

Salary range \$17,000 to \$18,500  
1993 Base Salary = \$16,691.00  
\$309 + \$16,691 = \$17,000 = January 1994 base salary

Example 2:

Salary range \$17,000 to \$18,500  
1993 Base Salary = \$18,720  
0 + 18,720 = \$18,720 = January 1994 base salary

1994 SALARY FORMULA/EXAMPLES - Continued

July 1, 1994:

B = Base salary on June 30, 1994  
C = 2% increase  
(B\*C)+B = July 1, 1994 base salary

Example 1:

Salary range \$17,000 to \$18,500  
Base salary \$17,000  
 $(17,000 * 0.02) + 17,000 = \$17,340 =$  July 1, 1994 base salary

Example 2:

Salary range \$17,000 to \$18,500  
Base salary \$18,720.00  
 $(18,720 * 0.02) + 18,720 = \$19,094.40 =$   
July 1, 1994 Base salary

1995 SALARY FORMULA/EXAMPLES

January 1, 1995

A = Top of salary range\*  
B = Base salary on December 31, 1994  
C = 1.5% increase  
D = (A-B) if A-B  $\leq$  0, use 0  
          if A-B  $\leq$  275, use No.  
          if A-B  $>$  275, use 275  
(D+B)C + B + D = January 1, 1995 base salary

Example 1:

Salary range \$17,000 - \$18,500  
Base salary \$17,340  
 $(275 + 17,340)0.015 + 17,340 + 275 = \$17,879.23 =$   
January 1, 1995 base salary

Example 2:

Salary range \$17,000 to \$18,500  
Base salary \$19,094.40  
 $(0 + 19,094.40)0.015 + 19,094.40 + 0 = \$19,380.82 =$   
January 1, 1995 base salary

1995 SALARY FORMULA/EXAMPLES - Continued

•

July 1, 1995

B = Base salary on June 30, 1995

C = 1.5%

$(B \times C) + B =$  July 1, 1995 base salary

Example 1:

Salary range \$17,000 to \$18,500

Base salary \$17,879.23

$(17879.23 \times 0.015) + 17,879.23 = \$18,147.42 =$

July 1, 1995 base salary

Example 2:

Salary range \$17,000 to \$18,500

Base salary \$19,380.82

$(19,380.82 \times 0.015) + 19,380.82 = \$19,671.53 =$

July 1, 1995 base salary

1996 SALARY FORMULA/EXAMPLES

January 1, 1996

A = Top of salary range\*

B = Base salary on December 31, 1995

C = 1.5 increase

D =  $(A - B)$  if  $(A - B) \leq 0$ , use 0

if  $(A - B) \leq 275$ , use No.

if  $(A - B) > 275$ , use 275

$(D + B)C + B + D =$  January 1, 1996 base salary

Example 1:

Salary range \$17,000 to \$18,500

Base salary \$18,147.42

$(275 + 18,147.42) \times 0.015 + 18,147.42 + 275 =$

\$18,698.76 = January 1, 1996 base salary

Example 2:

Salary range \$17,000 to \$18,500

Base salary \$19,671.53

$(0 + 19,671.53) \times 0.015 + 19,671.53 + 0 = \$19,966.60 =$

January 1, 1996 salary range

1996 SALARY FORMULA/EXAMPLES - Continued

July 1, 1996:

B = Base salary on June 30, 1996  
C = 2% increase  
(B\*C) + B = July 1, 1996 base salary

Example 1:

Salary range \$17,000 to \$18,500  
Base salary \$18,698.76  
 $(18,698.76 * 0.02) + 18,698.76 = \$19,072.73 =$   
July 1, 1996 base salary

Example 2:

Salary range \$17,000 to \$18,500  
Base salary \$19,966.60  
 $(19,966.60 * 0.02) + 19,966.60 = \$20,365.93 =$   
July 1, 1996 base salary

\* Salary ranges as in Appendix B



ARTICLE VI  
HOURS OF WORK

A. The regular work day for all full-time employees shall consist of seven (7) hours of work plus one (1) hour or one half (1/2) hour lunch period, with the exception of those employees whose regular workday currently consists of eight (8) hours of work plus one (1) hour or one half (1/2) hour lunch period. The hours of operation shall be 8:00 a.m. to 4:30 p.m., except for those employees on second shift. All employees shall work between the hours of 9:30 a.m. and 11:00 a.m., and 2:00 p.m. and 3:30 p.m. Employees on the first shift may choose to begin work up to one half (1/2) hour earlier than scheduled. Should an employee begin work earlier than scheduled, he/she will be entitled to leave work earlier than his regularly scheduled ending time on the day he/she arrived early. The amount of time employees may leave work early may not exceed the amount of time the employee arrived early for work. The flex-time provisions of this section must be mutually agreed to by both the supervisor and employee. This policy will be implemented no later than October 1, 1994. So far as practicable, an employee's work day shall not be changed without five (5) working days notice.

B. The regular work week shall be from Monday through Friday, inclusive, and shall consist of not more than thirty-five (35) hours plus lunch periods, except those titles listed in Appendix "A" as 40 hour/week employees.

C. Any time in excess of thirty-five (35) hours or forty (40) hours where appropriate, shall be considered overtime and shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for each hour or fraction thereof in excess of thirty-five (35) hours, or forty (40) hours where appropriate. Double time shall be paid for all work performed on Sundays and on holidays. Time and one-half (1 1/2) pay shall be paid for all work performed on Saturdays. Overtime must be authorized by a

Department or Division Head or Supervisor in charge. In the event an employee is called back to work after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours of overtime. Upon receipt of telephone call, the employee shall automatically receive two (2) hours overtime, whether or not they report to work.

D. There is no guarantee of overtime. However, when overtime is required or available, such overtime will be assigned to those employees in the department who normally perform said work. Overtime opportunities will first be offered to the most senior employee from a rotating list from that division who normally performs said work. Should the most senior employee refuse the opportunity, they go to the bottom of the list. It shall be offered in descending order of seniority; if no one accepts the opportunity, the least senior employee will be required to work overtime. The next time overtime is offered, it will be offered to the next senior employee on the rotation list immediately following the last employee who worked overtime.

E. The hours of work for the dispatchers shall consist of eight (8) hours per day, with one (1) hour paid lunch period. Dispatchers shall work for four (4) days and then have two (2) days off. Any change in shift schedules must be approved by the Business Administrator.

F. Employees working on shifts of which the starting time is after 11:00 a.m., shall receive, in addition to their regular pay, an additional fifty (50) cents per hour.

G. There shall be a shift differential of 3.5% (three and one-half percent) for employees scheduled to work the second shift each day, and a shift differential of 4.0% (four percent) for employees scheduled to work the third shift each day. There shall be no shift differential for employees who work the first shift.

ARTICLE VII

BREAKS

Employees covered by this agreement shall receive two (2) fifteen (15) minute breaks per workday, one in the morning and one in the afternoon, as long as it does not interfere with efficiency of the job. Breaks will not be unreasonably denied and are subject to the grievance procedure.

\*            ARTICLE VIII  
PROBATIONARY PERIOD

All employees hired during the term of this agreement shall serve a probationary period of sixty (60) calendar days from the date of hire. During this probationary period, the Employer reserves the right to discharge a probationary employee for any reason. An employee, if discharged, shall not have recourse through the grievance procedure set forth in this agreement. The probationary period may be extended at the discretion of the Department Head for an additional period of thirty (30) calendar days.

ARTICLE IX

VACATIONS

A. Employees hired prior to June 30, 1993 shall enjoy the following vacation schedule:

First year - one (1) day per month of employment not to exceed ten (10) days.

2 - 5 years 10 days

6 - 9 years 15 days

10 - 11 years 20 days

One day each additional year after 11.

B. Employees hired on or after June 30, 1993, shall enjoy the following vacation schedule:

First year - one (1) day per month of employment not to exceed ten (10) days.

2 - 5 years 10 days

6 - 9 years 15 days

10 - 14 years 20 days

15 years & over 25 days

C. All dispatchers hired prior to June 30, 1995 shall enjoy the following vacation schedule:

1 - 5 years 14 days

6 - 10 years 21 days

11 - 14 years 28 days

15 - 19 years 35 days

20 years & over 42 days

D. All dispatchers hired on or after June 30, 1995 shall adhere to the vacation schedule as indicated in section B of this article.

D. Permanent part-time employees will receive pro-rated vacation based on hours of work per week divided by thirty-five (35), multiplied by the number of vacation days credited for their years of service.

For Example: Using this formula, a part-time employee with seven (7) years of service who works an average of fifteen (15) hours per week would be pro-rated as follows:

Average hours worked per week}  $\frac{15}{35} \times \frac{15*}{1} = \frac{225}{35} = 6.42 = 7 \text{ days}$

\* Number of vacation days as determined by years of service.

PLEASE NOTE: In all instances where there is a fraction of a day, the employee will be credited for a full day.

E. Employees will be allowed to carry over only one year of accumulated vacation days into the next calendar year.

F. Any employee who is on a leave of absence (i.e., unpaid leave) shall have his/her vacation leave pro-rated for the time absent.

G. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

H. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled pending approval of the Department Head.

ARTICLE X

SICK LEAVE

A. Definition - Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;
2. Is quarantined by a physician because the employee has been exposed to a contagious disease.

B. Eligibility - Each full-time employee over thirty-four (34) hours, excluding seasonal and temporary employees, shall be eligible for sick leave.

Those employees who work less than thirty-four (34) hours a week shall receive pro-rated sick leave based on hours of work per week, divided by thirty-five (35), multiplied by twelve (12).

For Example: Using this formula, an employee who works an average of ten (10) hours per week shall be pro-rated as follows:

$$\text{Average hours worked per week} \} \frac{10}{35} \times \frac{12^*}{1} = \frac{120}{35} = 3.42 = 4 \text{ days}$$

\*Number of sick days for full-time employee.

PLEASE NOTE: In all instances where there is a fraction of a day, the employee will be credited for a full day.

The Township shall notify each employee at the time of hiring as to eligibility for sick leave.

C. Amount of Leave - Each employee who is eligible for sick leave shall receive twelve (12) days per annum to be accumulated. These days will be credited to each employee upon January 1st of each year. Employees having accumulated one or more of their sick days credited for that year, will have the option to be paid their current wage rate for up to six of these accumulated days in lieu of carrying them over. Any employee who has accumulated more than the six days as outlined above, and wishes to be paid wages for their remaining days in lieu of carrying them over, may be paid one day's current rate of pay for every two accumulated sick days. Any employee wishing to exercise the sick leave pay option must exercise this option before the end of that year.

D. The Township of Edison shall buy out all accumulated sick time of all members of the bargaining unit in excess of \$10,000. Said buy out shall be at the rate of one hundred percent (100%) of each respective employee's rate of pay at the time of the buy out for said sick time. Said buy out shall take place in the form of a lump sum payment made to each respective employee no later than December 31, 1995.

E. Reporting

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or his designated representatives shall be notified as early as possible, but no later than one (1) hour prior to the start of shift.
2. The employee reporting sick leave shall notify the Supervisor or his designee of the following:
  - a. The nature of the illness.
  - b. The telephone number where the employee may be contacted during sick leave.
  - c. The expected duration of sick leave, if known.
3. The Supervisor shall record this information on the appropriate sick leave form.
4. Failure to notify the Department Head or his/her designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent three (3) consecutive work days or more and does not notify the Department Head or designee any of the first two (2) days shall be subject to dismissal.

F. General - During the protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at periods from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.



1. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to the Township physician for an opinion as to the fitness for duty.
2. Sick leave with pay shall not be allowed under the following condition: When the employee, under medical care, fails to carry out the orders of the attending physician.
3. The recommendation of the Township medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness of more than three (3) days or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor to be paid by the Township.
4. In charging an employee with sick leave, the smallest unit to be considered is one (1) hour.
5. Sick leave shall not be allowed for professional services that may be normally scheduled within the employee's regular off time, however, personal leave may be used for ordinary dental care or doctor appointments in increments of one (1) hour. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.
6. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
7. Any employee who calls in sick for the purpose of engaging in outside employment or who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to immediate disciplinary action up to and including discharge.

G. Sick Leave Confinement Restriction - If an employee is absent for reasons that entitle the employee to sick leave, because of an injury sustained during his/her employment, he/she shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question.

1. If an emergency necessitates his/her absence from place of confinement, such emergency shall be reported as soon as possible utilizing the below described procedure.
2. If any other reason to leave the confines of his/her home or place of confinement is necessary, the employee must notify the Supervisor, Department Head and/or Township Administrator in each instance.
3. The Supervisor may visit the employee who is on sick or worker's compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.
4. The Supervisor may telephone the employee who has reported off on sick leave or is on workers compensation leave at his/her place of confinement during the scheduled work day(s).
5. The sick leave residence restriction shall not apply when sick leave is taken as part of maternity leave.

H. Any employee who after two years of permanent service suffers a major illness by doctor's determination, or major surgery which requires lengthy absenteeism, not to exceed a period of one (1) year, will receive full compensation. This benefit will become effective after an absence of twenty (20) working days and in lieu of sick pay insurance.

I. The Township of Edison and AFSCME Local 3269 will mutually agree upon in writing a short term and long term disability coverage. Said coverage plan will be instituted in lieu of the benefit mentioned in H above.

ARTICLE XI

LEAVE OF ABSENCE WITH AND WITHOUT PAY

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 one hundred twenty (120) calendar days without loss of seniority rights at the discretion of the employer. Extension for such a leave may be granted or denied at the discretion of the Township. 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 work, hours of work, or increased compensation. Employees seeking a 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. In a non-emergent situation, the employer will notify the employee of his decision at least two (2) weeks prior to the start of the requested leave date.

D. An 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 Township.

E. No seniority rights shall accrue during a leave of absence. Any leave beyond one hundred twenty (120) calendar days shall disqualify the employee for medical coverage. Leave entitlements shall be pro-rated during leave.

F. Nothing in this revision shall supersede the provisions of the New Jersey Family Leave Act.

Section 2 - Maternity Leave

A. Maternity leave may be granted by the Township Business Administrator or designee provided the request is made in writing one (1) month prior to the effective date of leave. The leave, if granted, shall be with pay, but not to exceed six (6) weeks. Leave with pay shall not affect any accrued sick, vacation or personal time.

B. The Township of Edison and AFSCME Local 3269 will mutually agree upon in writing a short term and long term disability coverage. Said coverage plan will be instituted in lieu of the benefit mentioned in A above.

C. Nothing in this revision shall supersede the provisions of the New Jersey Family Leave Act but shall be construed to deal exclusively with maternity leave.

D. Permanent part-time employees will receive pro-rated maternity leave based on hours of work per week divided by thirty-five (35), multiplied by thirty (30) days.

For Example: Using this formula, a part-time employee who works an average of twenty (20) hours per week would be pro-rated as follows:

$$\text{Average hours worked per week} \} \frac{20}{35} \times \frac{30}{1} = \frac{600}{35} = 17.14 = 18 \text{ days}$$

PLEASE NOTE: In all instances where there is a fraction of a day, the employee will be credited for a full day.

ARTICLE XII  
TERMINAL LEAVE PAY AND RETIREMENT

A. Any employee having been continuously employed by the Township for ten (10) years or more shall receive twenty (20) days of terminal leave or severance pay. The terms of this section, however, shall not apply to part-time or temporary employees and shall not apply to those employees who have been discharged for cause.

B. When an employee retires after twenty-five (25) years of service or the age of sixty (60), he/she will receive:

1. 100% pay for accumulated sick time not to exceed twenty thousand dollars (\$20,000); and
2. 100% pay for all accrued vacation time and any allowable remaining personal days.

ARTICLE XIII  
\* MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, Naval Militia, 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 military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval sources of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service but shall have their pension benefits continued up to two (2) years. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of declared war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery, so long as recovery occurs within two (2) years from the date of discharge.

ARTICLE XIV  
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, any employee covered by this agreement shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed four (4) working days.

B. The "immediate family" shall include spouse, common law spouse, legally recognized spouse, children, grandparents, brother, sister, parents, current father-in-law, or mother-in-law or current step relatives, brothers, sisters, parents and grandparents of employees spouse.

C. Reasonable verification of the event may be required by the Township.

D. An employee shall be granted one (1) working day off with full pay in case of the death of a relative not enumerated in Section B above or a person who had a close relationship with the employee, for the purpose of attending the funeral. Such bereavement leave shall be approved by the Business Administrator or his/her designee and is not in addition to any holiday or vacation time falling within the time of the bereavement.

ARTICLE XV

INSURANCE

A. The employer has the right to change insurance carriers or institute a self-insurance program so long as an equal or better level of benefits are provided.

B. The employer agrees to provide medical, dental, optical, prescription, and insurance benefits provided in 1991 to all employees covered by this agreement. However, the employees will be responsible for a \$2.00 co-payment on each prescription purchase. Any change to the above criteria must be mutually agreed upon in writing by both administration and AFSCME Local 3269.

C. Employees can choose not to enroll in the Township's health benefit program. If they so choose, they can request from the Business Administrator a monthly municipal contribution in lieu of benefits. The amount of such contribution shall be equal to one half (1/2) of the amount the Township would otherwise pay for health benefits if the employee enrolled in the Township health program. Receipt of a municipal contribution is voluntary on the part of the employee and they may enroll in the Township program during the open enrollment period.

D. Employees who work less than twenty-five (25) years and have not attained the age of 65, will be permitted to assume their existing package of benefits at the same cost currently being paid by the Township of Edison under provision of the Federal COBRA Law requirements. These benefits are available as a package or as needed on an individual employee basis. The employee shall remit the required fees in advance and in no event shall the Township require more than six (6) months of premium and a maximum of two percent (2%) administrative fee. The responsibility of payment becomes that of the employee, with payments being made at the beginning of each month. All payments are to be directed to the Division of Personnel with the checks being made payable to the Township of Edison.

E. Employees who work for the Township of Edison in a permanent part-time or full time capacity for twenty-five (25) full years will retain the same health benefits when they retire at no charge, and coverage for the employee's surviving spouse in case of death of the retired employee.



## HOLIDAYS

A. All employees covered under this agreement receive the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (charged to a floating holiday)
- Veteran's Day
- Election Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- 1/2 Day Christmas Eve
- Christmas Day
- 1/2 Day New Year's Eve

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave, the employee shall not have that holiday charged against sick or vacation leave.

D. The Dispatchers shall receive a check for one hundred twenty (120) paid holiday hours per year.

E. Permanent part-time employees will receive pro-rated paid holidays based on hours of work per week, divided by thirty-five (35), multiplied by fifteen (15).

For Example: Using this formula, a part-time employee who works an average of twenty (20) hours per week would be pro-rated as follows:

$$\text{Average hours worked per week} \} \frac{20}{35} \times \frac{15}{1} = \frac{300}{35} = 8.57 = 9 \text{ days}$$

\* Number of holidays for full time employees.

PLEASE NOTE: In all instances where there is a fraction of a day, the employee will be credited for a full day.

ARTICLE XVII  
WORK INCURRED INJURIES

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within sixteen (16) regular working hours thereof to the Department Head.

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

ARTICLE XVIII  
DISCRIMINATION AND COERCION

A. 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 or national origin.

B. The employer and the Union agree that all employees covered under the agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. 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 XIX  
SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XX  
DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its employees, subject to this agreement, dues from the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township during the month following the filing of such card with the Township. All monies shall be forwarded to AFSCME Council 73 at 3635 Quakerbridge Road, Trenton, New Jersey, 08619.

C. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township.

E. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deduction.

ARTICLE XXI

JURY LEAVE

A. All employees covered under this agreement who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the town their full daily base rate of pay, up to a maximum of eight (8) hours per day, subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;
2. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty within the County of Middlesex, he or she is released by the court prior to 2:00 p.m., that employee shall be required to return to work subject to work schedule of each department that day in order to receive pay for that day.

ARTICLE XXII  
PERSONAL DAYS

A. Employees covered under this agreement shall be allowed four (4) days of personal leave annually for transaction of personal business with the approval of the Department Head or immediate Supervisor. Such leave shall be non-cumulative.

B. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day except in cases of emergency.

C. In addition, if an employee gets married, he/she is entitled to three (3) days off with pay.



ARTICLE XXIII  
ACCESS TO PERSONNEL FILES

A. Any employee covered by this agreement shall have the right to inspect and obtain copies of documents from his/her personal personnel history file maintained in the Township Personnel Department at any reasonable time upon ten (10) working days written notice to the custodian thereof. Whenever, in the opinion of the employee's Supervisor, derogatory material is placed in the employee's personal history file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order of subpoena process in a judicial proceeding. Any employee covered by this agreement shall be allowed to place in such a file a response to anything contained therein within ten (10) working days of notice that material is placed in file.

B. Any employee who has not had any disciplinary action against them for a period of eighteen (18) months, will have all previous similar disciplinary actions removed from file.

ARTICLE XXIV

UNION RIGHTS

A. Union Stewards and Officers

1. A written list of Union Officers and Stewards shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of any changes of such Union Officers or Stewards.
2. Representatives of the Union who are not employees of the Township shall be permitted to visit with employees during working hours upon proper notification and approval of the Business Administrator or his designee. Such meeting shall not exceed thirty (30) minutes.

B. Job Postings

All positions in Appendix A, all new positions not covered in Appendix A and all positions not covered by any other bargaining unit will be posted on the bulletin boards. The posting will include a description of the job, all required qualifications, the location of the vacancy, the procedures to be followed by employees interested in making application, pay rates and hours of work. Said application must be made within five (5) working days of posting. A copy of the posting will be given to the Union president or his designee at least one day prior to posting.

C. Job Bidding

1. All new or existing job openings will be offered first to all members of this bargaining unit. If after ten (10) working days no members of this bargaining unit fulfill the requirements of the job posting, then the job will be open to anyone outside this bargaining unit.

2. If one or more members meet the requirements, Township seniority shall prevail.
3. Members of the bargaining unit, who are applicants for openings, shall be notified in person of the disposition of their application simultaneously or as close as possible to the publication of the name of the successful applicant.

ARTICLE XXV  
UNION BUSINESS

•

A. The President, Vice-President, and/or Shop Steward of the Union, or delegate will be granted time off without loss of pay for the purpose of attending Union conventions or conferences, provided that the maximum amount of such time off for the total amount of employees, without loss of pay during the period of this Agreement, shall not exceed thirty (30) working days per year. The employee must notify the employer of said leave at least five (5) days prior to the convention or conference.

B. Leave under this section shall be limited to not more than three (3) employees at one time. However, an additional one (1) or two (2) employees may be permitted to leave work for Union business at the discretion of the immediate Supervisor or his/her designee. This shall not be unreasonably denied.

ARTICLE XXVI

CHECKOFF

A. The employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deduction of all employees shall be remitted to Council #73 AFSCME, together with a list of names of all employees for whom the deductions were made, by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is canceled in writing by the employee during the entire month of June in any year. Such written notice shall be sent to the Payroll Department of the Township and the Union.

B. Any employee in the bargaining unit, on the effective date of this agreement, who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall have as a condition of employment pay a representation fee to the Union. Payment of the representation fee shall be by automatic payroll deduction. This authorization for automatic payroll deduction shall remain in effect unless it is canceled in writing by the employee during the period of June 15 - June 25 (both dates inclusive) of any year. Such written notice shall be sent to the Payroll Department of the Township and the Union. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and

assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

C. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision.

ARTICLE XXVII

EDUCATION

A. All employees covered by this agreement shall be eligible to receive financial reimbursement of job related courses, including career or development, in the following areas:

1. Business/ Vocational/ Technical/ Training/ Seminar/ Workshops courses;
2. Career development and continuing education courses which will aid the employee in his/her employment with the Township.

B. The decision of job-relatedness and thus reimbursement eligibility is within the Township's discretion.

C. All educational courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments, which have also been approved by the Township, and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in the amount per credit hour as charged by Rutgers University. Prior approval from the employee's respective Department Head or the Township Administrator, makes said courses eligible for reimbursement. All training courses that are successfully completed by the bargaining unit members shall be paid for by the Township.

D. "Successfully completed" means that to gain reimbursement, the employees must obtain a certification from the educational institution involved, indicating that if letter grade is given for the course, a grade of "C" or better must be obtained. If no letter grades are provided, then a certification must show that the employee has completed and passed the course. Employees who leave the employ of the Township within one year of receipt of the monies, shall remit all monies received, except in cases of death or disability.

E. The cost of vocational training courses will be reimbursed at the rate of 100%. All applications for vocational training courses must be submitted to the Department Head or the Business Administrator for review and approval before reimbursement can be granted.

F. All employees shall receive a one time supplement of \$25. per credit hour for books and/or supplies for Business/ Vocational/ Technical/ Training/ College/ Seminar/ Workshop courses.



ARTICLE XXVIII  
BULLETIN BOARDS

The Township shall provide six (6) bulletin boards in the sizes and locations listed below for the exclusive use of the Union for the purpose of posting Union announcements and other information. All such material shall first be submitted by a Union elected officer to the Township's Business Administrator or his designee and must be reviewed and approved by the Business Administrator or his designee before it can be posted. No such material deemed by the Business Administrator or his designee, to be controversial in nature, shall be posted.

Bulletin boards shall be as follows:

1. Municipal Building - 24" x 36" - To be located in main lobby on wall between Council Chambers and Tax Collector's office.
2. Police Dept. - 18" x 24" - To be located in main lobby behind switchboard operator, above water fountain.
3. Stelton Recreation Center - 18" x 24" - To be located in employee lunch room.
4. Minnie B. Veal Center - 18" x 24" - To be located in back copier room.
5. Health Center - 18" x 24" - To be in office area.
6. Woodbridge Ave. Sr. Citizen Ctr. - 18" x 24" - To be in office area.

ARTICLE XXIX  
CLOTHING ALLOWANCE AND UNIFORMS

A. Each position marked with an "A" shall receive the following:

1. Two pairs of boots per year, one summer, one winter.
2. One three-quarter length winter coat.
3. One jacket for spring/fall.
4. Five shirts per year (summer).

All clothing shall have the employees' name and position on the front. The back shall have the township logo.

B. Each position marked with a "B" shall receive the following:

1. \$250.00 cash per year, to be distributed in January of each year.

C. Each position marked with a "C" shall receive the following:

1. \$500.00 cash per year to be distributed as follows:  
\$250.00 in January of each year and \$250.00 in July of each year.

Meter Reader . . . . .	A,B
Supervisor, Engineering Services . . . . .	A
Principal Design Engineer . . . . .	A
Principal Design/Surveyor . . . . .	A,C
Design/Inspector . . . . .	A,B
Principal Field Inspector . . . . .	A,B
Draftsperson/Surveyor . . . . .	A,C
Building Sub Code Officer . . . . .	A,B
Electrical Sub Code Officer . . . . .	A,B
Plumbing Sub Code Officer . . . . .	A,B
Fire Sub Code Officer . . . . .	A,B
Building Inspector . . . . .	A,B
Electrical Inspector . . . . .	A,B
Plumbing Inspector . . . . .	A,B
Fire Inspector . . . . .	A,B

Inspector (Recycling)	A,C
Assistant Building Inspector	A,B
Zoning Officer	A
Assistant Zoning Officer	A
Chief Sanitary Inspector	A,B
Housing Inspector	A,B
Sanitary Inspector	A,B
Public Health Inspector	A,B
Dog Warden	A,C
Assistant Dog Warden	A,C
Building Services	A,C
Maintenance	A,C
Sr. Van Driver	A,B
Van Driver	A,B
Bus Driver	A,B
Van-Bus Driver	A,B
Transportation Driver	A,B
Assessor Investigator	A
Shelter Manager	A
Assistant Assessor	A
Watchman	A,C
Jr. Clerk Storekeeper	A,C
Principal Design/Party Chief	A,C
Draftsperson/Transitperson	A,C

ARTICLE XXX  
OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employee recognizes that his/her primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if he/she is called back to perform service on an emergency basis at hours other than during his/her normal tours of duty.

ARTICLE XXXI

EMERGENCIES

A. Emergencies and snow days are determined by the Township Business Administrator or his designee.

B. In the event the Township Business Administrator declares an emergency or snow day prior to the start of any employee's shift that prohibits that employee from coming to work, the Township shall compensate the employee for the full day at his/her regular rate of pay.

C. In the event an emergency has been called by the Township Business Administrator at some time during the business day, and the employees are advised to leave the building for the day, those employees who leave shall be paid as though they worked the full day. Any employee ordered to stay during the emergency, shall be paid overtime at the rate of time and one half (1 1/2) in addition to his/her regular days pay. Should an employee decide to stay during the emergency at his/her discretion, that employee will not receive additional compensation. An employee not reporting to work on this day will be required to deduct time off from his/her remaining personal or vacation days.

ARTICLE XXXII

PROFESSIONAL LICENSES AND PROFESSIONAL ORGANIZATIONS

•

Employees covered by this agreement shall be reimbursed for all professional job related licenses and professional organization memberships as per the approval of the Business Administrator.

ARTICLE XXXIII  
CAR EXPENSES/TOLLS/PARKING

A. Car Expenses

Reimbursement for car expenses will be made at current I.R.S. Rate.

B. Tolls/Parking

Tolls or parking expenses will be reimbursed when receipts are submitted.

ARTICLE XXXIV  
SENIORITY, LAYOFF AND RECALL

A. Seniority is defined as the length of time equal to each employee's unbroken, continuous service with the Township since the first day of hire or since the last break in continuous service.

B. A break in continuous service is caused by the following:

1. Resignation or retirement.
2. Discharge for cause.
3. Failure to respond to a Notice of Recall within five (5) working days, and to report for work within the same five (5) working days, provided, however, that if a recalled employee is employed elsewhere at the time of recall, the report date may be delayed for an additional five (5) working days.
4. Failure to report to work the first regular work day following the end of a leave of absence period, unless prevented by conditions beyond the employee's control.
5. Inability to work as a result of sickness or injury for a period not to exceed twenty-four (24) months.
6. Layoff for more than twenty-four (24) months or for the number of months of service, prior to the start of the layoff, whichever is less.
7. Death.

C. All permanent employees shall be given a twenty (20) working day written notice prior to any layoff.

D. All probationary, temporary, summer and part-time employees shall be laid off before any layoff of permanent full-time employees occur.

E. Employees subject to layoff in their classification shall be offered work in another classification within their job family, provided there is an available opening.



F. Each employee shall have seniority only in the classification in which he/she is placed. Reclassified employees shall have seniority in their new classification equal to their total unbroken continuous service with the Township. In the event layoff is required in a given classification within a department(s), employees shall be laid off in strict seniority order with the person with the least seniority the first to be laid off and the person with the most seniority the last to be laid off. In the event that two employees were hired on the same day, for the purpose of layoff and recall, their seniority shall be in alphabetical order, with the letter "A" considered more senior than the letter "B".

In lieu of layoff, an employee may displace a less senior employee in the classification currently held or in a lower classification in the same job family, regardless of department, provided the employee is qualified to perform the functions of that different job classification.

For the purpose of this paragraph, there are five (5) job families as follows:

JOB FAMILY I

(Tier 1) Administrative Assistant  
Assistant Assessor  
Assistant Court Clerk  
Office Supervisor Recreation  
Supervisor of Utilities  
Supervisor of Division of Aging

Sr. Accountant

Accountant II

Accountant

Executive Secretary

Principal Administrative Secretary

Administrative Secretary

Secretary

(Tier 3) Deputy Tax Collector

Office Supervisor - 35 hours/week

Office Supervisor - 40 hours/week

Sr. Deputy Court Clerk

Assessor Investigator

JOB FAMILY I - Continued

(Tier 4) Deputy Court Clerk  
Deputy Court Clerk Violations  
Principal Accounts Clerk  
Jr. Deputy Court Clerk

Payroll Coordinator  
Records and Information Manager  
Assessing Assistant  
Payroll Clerk  
Sr. Purchasing Clerk  
Specification Writer  
Sr. Clerk Storekeeper  
Jr. Clerk Storekeeper  
(Tier 5) Computer Operator  
Violation Clerk

Cashier  
Specialized Clerk  
Title Search Clerk  
Sr. Clerk Typist  
Purchasing Clerk  
(Tier 6) Clerk Typist  
Switchboard Operator

Liaison  
Clerk  
Mail Clerk  
Clerk Typist P/T

JOB FAMILY II

Supervisor Engineering Services  
Principal Design Engineer  
Principal Design/Party Chief  
Principal Engineering Inspector  
Designer/Inspector  
(Tier 1) Building Sub-Code Official  
Electrical Sub-Code Official  
Fire Sub-Code Official  
Plumbing Sub-Code Official  
Zoning Officer  
(Tier 2) Building Inspector  
Electrical Inspector  
Fire Inspector  
Plumbing Inspector  
Draftsperson/Transitperson  
Assistant Building Inspector

JOB FAMILY II - Continued

Assistant Zoning Officer  
Recycling Inspector  
Inspector Trainee  
Fire Inspector P/T

JOB FAMILY III

(Tier 1) Geriatrics Specialist  
Program Coordinator  
Recreation Program Dev. Special  
Recreation Sports Specialist  
Recreation Specialist  
Recreation Leader  
Assistant Recreation Leader  
Sr. Van Driver  
Van Driver/Bus Driver  
Transportation Driver  
Recreation Instructor/Clerical  
Youth Counselor P/T  
Juvenile Counselor P/T  
Curator Edison Township P/T

JOB FAMILY IV

Chief Sanitary Inspector  
Sanitary Inspector  
Housing Inspector  
Public Health Inspector  
Shelter Manager  
Dog Warden  
Assistant Dog Warden  
(Tier 1) Building Services  
Maintenance  
Assistant Welfare Investigator  
Meter Reader  
Watchman  
Sanitary Inspector P/T  
Housing Inspector P/T

JOB FAMILY V

Principal Technical Coordinator  
Communication Specialist  
Dispatcher  
Video Field Producer

G. In the event of the elimination of a department and/or division, and a similar department and/or division is created, the seniority/layoff and recall shall be adhered to.

H. Recall

1. In the event that a recall is required in a given classification, employees shall be recalled in strict seniority order inverse to the sequence of layoff, with the employees having the most seniority being recalled first and the employees having the least seniority being recalled last. Upon a recall, employees on layoff may exercise their seniority to return to the classification formerly held or to lower classifications within the job family which they were placed at the time of the layoff.
2. Notice of recall shall be given in writing, return receipt requested, to the employee's last recorded address as reported to the Personnel Department. An employee shall be deemed to have received the notice of recall on the date the return receipt slip is signed. If the employee is unable to receive written notice, for whatever reason, he shall be deemed to have received said notice five (5) working days after the notice is sent by the Township. A copy of said written notice will be given to the Union. Recalled employees shall be given up to five (5) working days after receiving certified notice of recall to return to Township employment before their recall rights are forfeited.
3. In the course of a recall, employees who have displaced less senior employees, as provided in Paragraph four (4), will be given the opportunity to return in seniority order to their former classifications.

4. When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits. The calculation of total period of continuous service, however, does not include the length of the period of the employee's layoff.

I. An employee who is transferred or "bumped" as a result of a layoff, shall have his/her salary reduced to the highest salary in the lower classification to which the employee is bumped, provided that that salary is not higher than his/her current salary. When such an incident occurs the employee shall receive a salary equal to the next highest salary in the lower classification.

In the event that an employee is transferred or "bumped" as a result of a layoff, into a job classification which is in the same tier as the job classification from which he/she is displaced, he/she will not have his/her salary reduced.

J. In all applications of seniority, departmental seniority shall be given preference in vacation schedules, overtime, personal days, and work shifts where a dispute arises between two or more employees.

K. In matters of promotion or demotion, if qualifications, abilities and fitness are equal, then seniority shall prevail.

L. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.

M. The Township shall promptly advise the appropriate Union representative of any change which necessitates amendments to the seniority list.

ARTICLE XXXV  
OUT OF TITLE WORK

A. Any employee working in an acting capacity in a job level higher than his/her own, shall be paid at least entry level of the higher job classification providing that the entry level is a least six percent (6%) higher than his/her own rate of pay, subject to the following:

1. Except in cases of emergencies, no employee may work out of title until approval is granted through the Department Head or immediate Supervisor prior to the employee performing said work. In emergency situations, approval by the Department Head or immediate Supervisor may be obtained after the fact, but no later than two (2) weeks after the assignment begins.
2. That said assignment must be for at least one (1) day for the purposes of out-of-title work.

ARTICLE XXXVI  
EMPLOYEES ON CALL

All employees covered by this agreement, who are required by their Department Head, immediate Supervisor or Business Administrator to be on call at any time during the week, shall be compensated at the rate of \$50.00 per week.

## JOB DESCRIPTIONS/JOB QUALIFICATIONS

A. The Employer will provide the Union, upon request, with a complete set of job descriptions for all job classifications covered by this agreement. The Union shall be notified of any proposed changes in any job classification and shall have the right to negotiate on this subject.

B. All dispatchers shall be required to be certified in CPR, 911, and EMD.

C. Training for those dispatchers hired before June 30, 1995, shall be paid for by the township of Edison. For those employees who do not attend class during their work hours shall receive equal time off at a time when this does not interfere with the daily work schedule of that department. Certification will become mandatory for these employees on a date mutually agreed upon between administration and AFSCME Local 3269.

D. Employees hired on or after June 30, 1995 shall be required to be certified in CPR and EMD as a prerequisite for employment.



ARTICLE XXXVIII  
FULLY BARGAINED AGREEMENT

A. The employer and the Union agree that this agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the employer or the Union during the term of this agreement unless agreed to in writing between the employer and the Union subsequent to the date of execution of the agreement.

B. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter; whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

C. It is the intent of the parties that the provisions of this agreement, except where noted in this agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted. The Union for the life of this agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this agreement. It is mutually understood that this clause is a clear waiver as to any right not expressed in this agreement.

D. This agreement is separate and distinct from, and independent of all other agreements entered into between Union and other employer organizations irrespective of any similarity between this agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provision thereof, shall change or modify this agreement, or in any manner affect the contractual relationship of the parties hereto.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXXIX  
LABOR/MANAGEMENT MEETINGS

The parties to this agreement agree to meet on a quarterly basis, if needed, to discuss matters of mutual concern.

Either the union or the Township may call for a meeting.

The party calling for the meeting shall submit an agenda to the other party five (5) days in advance.

These Labor/Management meetings shall not be used to circumvent the grievance procedure and are designed to promote communication and harmonious relations between the parties.

ARTICLE XXXX

ADDENDUM

•

The parties agree to negotiate with respect to dispatchers only. The negotiations shall only apply to hours of work, jury leave and vacation. The negotiations shall be limited to the above subjects only and shall take place no later than three months after a duly executed contract. Said negotiations shall occur between dispatchers and Police Administration and shall be approved by the Business Administrator and signed by the union and mayor.

ARTICLE XXXXI

DURATION

This agreement shall be in full force and effect as of January 1, 1994, and remain in effect to and including December 31, 1996, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than one hundred twenty (120) days prior to the expiration of this agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at Edison, New Jersey on this day *May 18*, 1995.

For AFSCME Local 3269

*Robert E. Stephens*  
Robert E. Stephens, President

*Ronald C. Aulenbach*  
Ronald C. Aulenbach

*Carole A. Christie*  
Carole A. Christie

*Denise C. Halliwell*  
Denise C. Halliwell

*Laura J. Hansen*  
Laura J. Hansen

*Margaret N. D'Addario*  
Margaret N. D'Addario

Joyce Fircha

For the Township of Edison

*George Spadaro*  
George Spadaro, Mayor

Witness  
*Arthur J. Cifelli*

*Barbara A. Plontic*  
*Deputy Insp Comm*  
*May 18, 1995*

APPENDIX A  
JOB TITLES

Accountant  
Accountant II  
Administrative Assistant  
Administrative Secretary  
Assessing Assistant  
Assessor Investigator  
Assistant Assessor  
Assistant Building Inspector \*  
Assistant Court Clerk  
Assistant Dog Warden \*  
Assistant Recreation Leader  
Assistant Township Engineer \*  
Assistant Welfare Investigator  
Assistant Zoning Officer \*  
Building Inspector \*  
Building Services \*  
Building Sub-Code Officer \*  
Bus Driver  
Cashier  
Chief of Party \*  
Chief Sanitary Inspector \*  
Clerk  
Clerk Typist  
Clerk Typist P/T  
Communication Specialist  
Computer Operator  
Curator Township of Edison (P/T)  
Deputy Court Clerk  
Deputy Court Clerk Violation Bureau  
Deputy Tax Collector  
Design/Inspector \*  
Dispatcher \*  
Dog Warden \*  
Draftsperson \*  
Draftsperson/Surveyor \*  
Draftsperson/Transitperson\*  
Electrical Inspector \*  
Electrical Sub-Code Officer \*  
Executive Engineering Assistant  
Executive Secretary

Field Inspector \*  
Fire Inspector \*  
Fire Inspector (P/T)  
Fire Sub-Code Officer \*  
Geriatrics Specialist  
Housing Inspector \*  
Housing Inspector P/T  
Inspector Trainee \*  
Jr. Clerk Storekeeper \*  
Jr. Deputy Court Clerk  
Juvenile Counselor (P/T)  
Liaison  
Mail Clerk  
Maintenance \*  
Meter Reader  
Office Supervisor  
Office Supervisor Recreation  
Payroll Clerk  
Payroll Coordinator  
Plumbing Inspector \*  
Plumbing Sub-Code Officer \*  
Police Matron (P/T)  
Principal Accounts Clerk  
Principal Administrative Secretary  
Principal Design Engineer \*  
Principal Design/Party Chief\*  
Principal Design/Surveyor \*  
Principal Engineering Inspector\*  
Principal Field Inspector \*  
Principal Technical Coordinator  
Program Coordinator  
Public Health Inspector \*  
Purchasing Clerk  
Records and Information Manager  
Recreation Instructor/Clerical  
Recreation Leader  
Recreation Program Dev. Special  
Recreation Specialist  
Recreation Sports Specialist  
Recycling Inspector \*  
Rodperson \*  
Sanitary Inspector \*  
Sanitary Inspector (P/T)  
Secretary  
Shelter Manager \*  
Specialized Clerk

Specification Writer  
 Sr. Accountant  
 Sr. Clerk Storekeeper  
 Sr. Clerk Typist \*  
 Sr. Deputy Court Clerk  
 Sr. Design Engineer \*  
 Sr. Designer \*  
 Sr. Draftsperson \*  
 Sr. Field Inspector \*  
 Sr. Inspector \*  
 Sr. Purchasing Clerk  
 Sr. Van Driver  
 Supervisor Engineering Services \*  
 Supervisor of Division of Aging  
 Supervisor of Utilities  
 Switchboard Operator  
 Title Search Clerk  
 Transitperson \*  
 Transportation Driver  
 Van Driver  
 Van Driver/Bus Driver  
 Video Field Producer  
 Violation Clerk  
 Watchman \*  
 Youth Counselor (P/T)  
 Zoning Officer \*

All job titles marked with an asterisk (\*) are forty (40) hour per week jobs, as is the Office Supervisor position in the Department of Public Works.

The following positions, in addition to the statutory exclusions noted in the Recognition Clause, Article I, are excluded from the collective negotiations units represented by AFSCME Council 3269. While the titles listed on the previous pages are represented by the Union, the particular positions within the titles listed below are excluded.

Executive Secretary . . . . .	Business Administration
Executive Secretary . . . . .	Police Chief
Executive Secretary . . . . .	Fire Chief
Executive Secretary . . . . .	Public Safety Director
Administrative Secretary . . . . .	Business Administration
Administrative Assistant . . . . .	Personnel Department
Clerk Typist . . . . .	Personnel Department



APPENDIX B

1994-1996 SALARY RANGES  
FOR AFSCME LOCAL NO. 3269

<u>TITLE</u>	<u>SALARY RANGE</u>
Accountant . . . . .	\$27,000. to \$33,000.
Accountant II . . . . .	\$27,000. to \$33,000.
Administrative Assistant . . . . .	\$34,000. to \$37,000.
Administrative Secretary . . . . .	\$25,000. to \$29,000.
Assessing Assistant . . . . .	\$19,000. to \$25,000.
Assessor Investigator . . . . .	\$22,000. to \$26,000.
Assistant Recreation Leader . . . . .	\$18,000. to \$23,000.
Assistant Assessor . . . . .	\$23,000. to \$39,000.
Assistant Building Inspector . . . . .	\$28,000. to \$34,000.
Assistant Court Clerk . . . . .	\$29,000. to \$35,000.
Assistant Dog Warden . . . . .	\$18,000. to \$24,000.
Assistant Welfare Investigator . . . . .	\$15,000. to \$20,000.
Assistant Zoning Officer . . . . .	\$23,000. to \$32,000.
Building Sub-Code Official . . . . .	\$35,000. to \$43,000.
Building Inspector . . . . .	\$28,000. to \$40,000.
Building Services . . . . .	\$18,000. to \$25,000.
Cashier . . . . .	\$15,000. to \$23,000.
Chief Sanitary Inspector . . . . .	\$35,000. to \$42,000.
Clerk . . . . .	\$15,000. to \$17,000.
Clerk Typist . . . . .	\$17,000. to \$18,500.
Clerk Typist P/T . . . . .	\$8.00 hr to \$9.00 hr
Communication Specialist . . . . .	\$35,000. to \$38,000.
Computer Operator . . . . .	\$19,000. to \$22,000.
Curator Edison Township P/T . . . . .	\$9.00hr to \$11.00hr
Deputy Court Clerk . . . . .	\$19,000. to \$25,000.
Deputy Court Clerk Violations . . . . .	\$19,000. to \$25,000.
Deputy Tax Collector . . . . .	\$24,000. to \$30,000.
Designer/Inspector . . . . .	\$34,000. to \$37,000.
Dispatchers . . . . .	\$22,000. to \$31,000.
Dog Warden . . . . .	\$20,000. to \$33,000.
Draftsperson/Surveyor . . . . .	\$28,000. to \$34,000.
Draftsperson/Transitperson . . . . .	\$28,000. to \$34,000.
Electrical Inspector . . . . .	\$28,000. to \$40,000.
Electrical Sub-Code Official . . . . .	\$35,000. to \$43,000.
Executive Engineering Assistant . . . . .	\$31,000. to \$34,000.
Executive Secretary . . . . .	\$31,000. to \$34,000.

TITLE

SALARY RANGE

Fire Inspector . . . . .	\$28,000. to \$40,000.
Fire Inspector P/T . . . . .	\$15.00hr to \$16.83hr
Fire Sub-Code Official . . . . .	\$35,000. to \$43,000.
Geriatrics Specialist . . . . .	\$28,000. to \$35,000.
Housing Inspector . . . . .	\$26,000. to \$36,000.
Housing Inspector P/T . . . . .	\$15.00hr to \$17.00hr
Inspector Trainee . . . . .	\$17,000. to \$22,000.
Jr. Clerk Storekeeper . . . . .	\$19,000. to \$23,000.
Jr. Deputy Court Clerk . . . . .	\$19,000. to \$25,000.
Juvenile Counselor P/T . . . . .	\$23.00hr to \$25.00hr
Liason . . . . .	\$16,000. to \$17,000.
Mail Clerk . . . . .	\$15,000. to \$16,000.
Maintenance . . . . .	\$18,000. to \$25,000.
Meter Reader . . . . .	\$18,000. to \$20,000.
Office Supervisor/35 . . . . .	\$23,000. to \$27,000.
Office Supervisor/40 . . . . .	\$26,000. to \$28,000.
Office Supervisor Recreation . . . . .	\$34,000. to \$37,000.
Payroll Clerk . . . . .	\$18,000. to \$25,000.
Payroll Coordinator . . . . .	\$22,000. to \$26,000.
Plumbing Inspector . . . . .	\$28,000. to \$40,000.
Plumbing Sub-Code Official . . . . .	\$35,000. to \$43,000.
Principal Accounts Clerk . . . . .	\$23,000. to \$29,000.
Principal Administrative Secretary . . . . .	\$28,000. to \$31,000.
Principal Design Engineer . . . . .	\$46,000. to \$49,000.
Principal Design/Party Chief . . . . .	\$45,000. to \$48,000.
Principal Design/Surveyor . . . . .	\$45,000. to \$48,000.
Principal Engineering Inspector . . . . .	\$34,000. to \$40,000.
Principal Field Inspector . . . . .	\$34,000. to \$40,000.
Principal Technical Coordinator . . . . .	\$32,000. to \$38,000.
Program Coordinator . . . . .	\$27,000. to \$35,000.
Public Health Inspector . . . . .	\$26,000. to \$30,000.
Purchasing Clerk . . . . .	\$15,000. to \$18,000.
Records and Information Manager . . . . .	\$20,000. to \$25,000.
Recreation Instructor/Clerical . . . . .	\$16,000. to \$18,000.
Recreation Leader . . . . .	\$25,000. to \$31,000.
Recreation Program Dev. Specialist . . . . .	\$25,000. to \$31,000.
Recreation Specialist . . . . .	\$25,000. to \$31,000.
Recreation Sports Specialist . . . . .	\$25,000. to \$31,000.
Recycling Inspector . . . . .	\$21,000. to \$23,000.

TITLESALARY RANGE

Sanitary Inspector . . . . .	\$26,000. to \$36,000.
Sanitary Inspector P/T . . . . .	\$15.00hr to \$17.00hr
Secretary . . . . .	\$23,000. to \$27,000.
Shelter Manager . . . . .	\$23,000. to \$27,000.
Specialized Clerk . . . . .	\$15,000. to \$23,000.
Specification Writer . . . . .	\$21,000. to \$25,000.
Sr. Van Driver . . . . .	\$22,000. to \$23,000.
Sr. Accountant . . . . .	\$30,000. to \$35,000.
Sr. Chief Storekeeper . . . . .	\$21,000. to \$25,000.
Sr. Clerk Storekeeper . . . . .	\$21,000. to \$25,000.
Sr. Clerk Typist . . . . .	\$17,500. to \$19,000.
Sr. Deputy Court Clerk . . . . .	\$22,000. to \$28,000.
Sr. Purchasing Clerk . . . . .	\$18,000. to \$25,000.
Supervisor of Division of Aging . . . . .	\$32,000. to \$40,000.
Supervisor of Utility . . . . .	\$32,000. to \$40,000.
Supervisor Engineering Services . . . . .	\$60,000. to \$63,000.
Switchboard Operator . . . . .	\$17,000. to \$18,500.
Title Search Clerk . . . . .	\$17,500. to \$19,000.
Transportation Driver . . . . .	\$16,000. to \$18,000.
Van Driver/Bus Driver . . . . .	\$18,500. to \$21,000.
Video Field Producer . . . . .	\$24,000. to \$28,000.
Violation Clerk . . . . .	\$17,000. to \$23,000.
Watchman . . . . .	\$16,000. to \$18,000.
Youth Counselor P/T . . . . .	\$23.00hr to \$25.00hr
Zoning Officer . . . . .	\$35,000. to \$44,000.