

AGREEMENT

BETWEEN

THE TOWNSHIP OF EDISON

AND

A.F.S.C.M.E.

Local #3269

2012 - 2017

PREAMBLE

A. This Agreement entered into this 1st day of January, 2012, by and between Edison Township in the County of Middlesex, hereinafter called the "Employer", and A.F.S.C.M.E. duly appointed representative hereinafter called the "Union", represents the complete and final understanding on all negotiable 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 establishments of rates of pay, hours of work and other conditions of employment.

ARTICLE I
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 purpose of establishing wages, hours of work 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. Management will not create any new titles/classifications without the agreement of the Union.

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

C. 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 invested 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 or temporary; to promote, transfer, assign or retain employees. Employment time will be limited to a maximum one hundred twenty (120) period for temporary employees, after such time allotted the employee will be permanent part-time/full-time and subjected to the probationary period as set forth in Article IX.
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, including, but not limited to policies regarding the use of Township equipment, such as computers, light duty work, the Township

harassment policy and the establishment of a Township Drug and Alcohol Policy. It is the responsibility of the Township to distribute to all employees, all current policies in effect.

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 judgment and discretion in connection therewith, shall be limited only to the specific and expressed terms thereof in conformance with the Union contract, constitution and laws of New Jersey and 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.

ARTICLE III
OUT-OF-TITLE WORK

A. Except in the case of an emergency, no employee may work out-of-title until approval is granted through the Business Administrator prior to the employee performing said work. Any employee working in an acting capacity in a job level higher than his/her own for three (3) consecutive work days, shall be paid at least entry level of the higher job classification or ten percent (10%) higher than his/her own rate of pay, whichever is greater. If the higher job classification is a non-union position where salary is not set by ordinance, the employee shall be paid eighty-five percent (85%) of the salary of the last occupant of the position. The employee appointed to an acting non-union position will remain a union member for representation purposes.

B. Management may appoint any employee to serve in an acting capacity upon mutual agreement between the employee and management on written notice to the President of A.F.S.C.M.E. Local 3269 for a period not to exceed ninety (90) calendar days, unless re-appointed by the Business Administrator for a limit of one (1) ninety (90) day extension, with the approval of employee. At the conclusion of the ninety (90) calendar day extension, the employee will be re-instated to their former position at the former rate of pay with any and all increases that they would have received if they had stayed in their former position. This applies to union members filling open positions which are union and non-union positions.

ARTICLE IV
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or 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 it will make every reasonable effort to prevent its members from participating in any strike, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer.

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 V
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 the employee, the term "grievance" as used herein, means an appeal by an individual employee or group of employees, from an interpretation, application or violation of this Agreement or any State or Federal law and an appeal from disciplinary action. 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 or any State or Federal law.

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, State or Federal law 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.

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. The Department Head shall respond in writing to the Union President or designated representative within ten (10) working days.

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. At this time, a hearing date with all parties involved is to be scheduled by the Business Administrator within twenty (20) working days. The Business Administrator shall respond in writing to the Union President or representative within ten (10) working days of the hearing.

STEP 4: If the grievance is still unsettled, the Union may, within thirty (30) working days after the reply of the Business Administrator is due, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days and such a decision shall be final and binding by both parties. In the event a grievance is deemed granted as a result of the failure of the Employer to respond at any step in the grievance process, the Employer may cause the grievance to be submitted to arbitration within thirty (30) working days of the default approval by written notice to A.F.S.C.M.E. Local 3269. In the event of such a default approval, the arbitrator shall not consider such approval in its determination and the approval shall be without prejudice to the Employer's right to raise any defense whatsoever, and the Employer shall not be deemed to have waived any right or defense.

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 require the recall of off-duty employees.

G. The time limits expressed herein shall be 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 there under, 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 granted. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

ARTICLE VI
SALARIES/LONGEVITY

A. Longevity Schedule:

4%	Completion of 12 th year
4 ½%	Completion of 14 th year
5%	Completion of 16 th year
5 ½%	Completion of 18 th year
6%	Completion of 20 th year
6 ½%	Completion of 22 nd year
7%	Completion of 24 th year

Longevity adjustments shall be effective as follows: Any employee whose employment commences between January 1 and June 30 shall be credited with a full year of service credit on January 1st of the anniversary year for purposes of longevity entitlement. Employees hired after June 30 shall receive the longevity increment beginning on January 1st following the anniversary date of their employment beginning at the completion of their fourth (4th) year of service and every year thereafter. Employees hired after June 30, 1993 shall not be eligible for longevity. Longevity will be frozen at the 2010 rate and will continue to be distributed at that rate for future years.

B. Salaries:

Upon ratification of the contract the following retroactive pay will apply based upon the employee's years of service for the years 2012, 2013 and 2014. Part time employees will be entitled to one half (1/2) the amount per year as listed below:

20 years or more	\$750.00 per year
10 years to 19 years	\$500.00 per year
1 year to 9 years	\$400.00 per year

These amounts shall be added to the employees' base salaries prior to the following percentage increases:

Effective January 1, 2015 - 2.00%
Effective January 1, 2016 - 2.00%
Effective January 1, 2017 - 2.00%

Any employee leaving the employment of the Township. Prior to the execution of this contract, shall not be entitled to any monies as set forth in this contract.

ARTICLE VII
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 lunch period. The hours of operation shall be 5:00 a.m. to 10:00 p.m. The hours of work for all Telecommunicators shall be as stated in paragraph G. The work shifts for full time employees shall be as follows:

Shift A – Transportation Driver – First Shift

Shift B – Transportation Driver – Second Shift

Shift C – Transportation Driver – Third Shift

Shift D – 8:00 a.m. to 4:00 p.m.

Shift E – 8:30 a.m. to 4:30 p.m.

Shift F – 9:00 a.m. to 5:00 p.m.

Shift G – 2:00 p.m. to 10:00 p.m. (Recreation and Edison TV only)

Shift H 4:00 p.m. to 12:00 a.m. (Edison TV only)

Shift A, B and C above shall be established by the Township and may be changed upon thirty (30) days notice.

Employees on Shifts D, E and F may request to begin work up to one (1) hour earlier than scheduled. Should an employee begin work earlier than scheduled, he/she will be entitled to leave work earlier than his/her 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 upon by both the Business Administrator or designee and the affected employee. So far as practicable, an employee's workday shall not be changed without ten (10) working days notice. No employee, prior to January 2003, with the exception of Transportation Drivers that were hired after January 1, 2002, shall have their shift changed unless mutually agreed upon by both the employee and the Business Administrator.

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 with the following exceptions – for employees in the Recreation Department and the Division of Animal Control and Edison TV, the work week shall be:

- A – Monday through Friday
- B – Tuesday through Saturday *
- C – Sunday through Thursday *
- D – Wednesday through Sunday *

* Work weeks B, C and D above applies only to the following titles: Recreation Specialist and Animal Control Officer. Work weeks A & B apply to Edison TV. No employee hired prior to January 1, 2002, except Edison TV, shall have their work week changed unless mutually agreed between the Business Administrator and Employee.

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 (1-½) 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. For full time employees, double time shall be paid for all work performed on Sundays and on Holidays except where Sunday is part of an employee's normal work week and time and one-half (1-½) pay shall be paid for all work performed on Saturdays except when Saturday is part of an employee's normal work week. The overtime provisions of this article shall only apply to part-time employees for: 1) time in excess of thirty-five (35) or forty (40) hours; or 2) work assigned on Saturdays and Sundays when employee was not advised of the possibility at the time of employment. Overtime must be authorized by the Business Administrator or designee. 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 a work related telephone call, the employee shall automatically receive two hours of overtime, whether or not they report to work. Each additional call within the 2 hour window will result in 1 hour of compensatory time. This is to include those employees on call as set forth in Section D of this Article.

D. All employees covered by this Agreement, who are required, by their Department Head or Business Administrator, to be on call at any time during the week, shall be compensated at the rate of two hundred seventy five dollars (\$275) per week.

E. 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 for any reason, 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 was called.

F. The overtime for all Telecommunicators shall be as follows: There is no guarantee of overtime. However, when overtime is required or available, such overtime will be first 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 perform said work. Should the most senior employee refuse the opportunity for any reason, it will be offered to the next employee in seniority and will continue to be offered in descending order of seniority. If an employee accepts the opportunity, it will be documented and when the next time overtime is offered, it will be offered to the next senior employee on the rotating list immediately following the last employee on the rotating list who was called. If nobody accepts the overtime, the least senior employee on duty, not including Telecommunicators already working on overtime or Trainees, will be required to work the overtime. If nobody accepts the overtime from the rotating list, the next overtime opportunity will again start at the top of the rotating list. The least senior on the upcoming shift may be required to work the overtime, if the full shift of Telecommunicators on duty are already working overtime. A Telecommunicator cannot be required to work in excess of sixteen (16) consecutive hours, but may voluntarily accept an assignment up to a maximum of twenty (20) consecutive work hours provided the Telecommunicator will have at least twenty four (24) hours off duty immediately following such assignment. A Telecommunicator shall be ineligible for overtime on an entire day when the Telecommunicator has taken off for Bereavement or Sick Leave. A Telecommunicator may voluntarily remove his/her name from the rotating overtime list. Such voluntary removal will forfeit that Telecommunicator's claims for a missed overtime opportunity. A request to be removed, or restored, to the rotating list must be submitted in writing to the Communications Bureau Commander. A voluntary removal from the rotating list shall not excuse any Telecommunicator from being mandatorily held over or called in early for overtime as defined above. Once a Telecommunicator accepts a voluntary overtime position, it becomes a binding scheduled shift. A Telecommunicator cannot re-call the rotating list in order to give up the overtime position once it has been voluntarily accepted without prior approval of a supervisor.

G. Telecommunicators shall be on a steady 4-day-on-4-day-off schedule with a ten (10) hour workday, including a one (1) hour paid lunch period. Additionally, each employee will have a sixty-eight (68) hour Training Bank without any additional compensation. The Training Bank will be used for any work related professional training, but it cannot be used to have the Telecommunicator work their regular duties at the Communications Center Console. Attendance at a Training Bank Session is mandatory unless excused in advance by the Commanding Officer of the Communications Bureau. If the Township

of Edison fails to schedule sufficient Training Bank Sessions to reclaim the entire sixty-eight (68) hours in one calendar year, the Township shall forfeit its right to claim those hours. The work hours shall be:

Day Shift	0700-1700
Early Afternoon Shift	1130-2130
Late Afternoon Shift	1700-0300
Midnights	2115-0715

The Police Chief may adjust the hours once annually, due to work volume.

Shift assignments shall be made in accordance with a seniority bid system. Seniority prevails except if it results in a shift where all the employees have less than one (1) year's experience as a Telecommunicator. In that circumstance only, the least senior Telecommunicator with at least one (1) year's experience in that title will be placed on that shift. Probationary Telecommunicators do not have the right to shift bid.

H. Employees with the exception of Transportation Drivers hired after January 1, 2002 and Telecommunicators, working on shifts of which the starting time is after 11:00 a.m., shall receive, in addition to their regular pay, an additional one dollar and twenty-five cents (\$1.25) per hour at the signing of this agreement.

I. There shall be a shift differential of seventy five cents (\$.75) per hour for Telecommunicators scheduled to work the second (early afternoon) shift, one dollar (\$1.00) per hour for Telecommunicators scheduled to work the third (late afternoon) shift, and one dollar and twenty-five cents (\$1.25) per hour for Telecommunicators scheduled to work the fourth (midnight) shift to be paid on the second paycheck following each quarter. There shall be no shift differential for Telecommunicators who work the first (day) shift.

J. When overtime becomes available, the employee shall be given paid overtime. Upon request of the employee, compensatory time (comp time) may be given with the prior approval of the Business Administrator. Employees can accumulate compensatory hours equal to one (1) week that may be carried from year to year. All additional compensatory hours earned must be used within ninety (90) calendar days. Compensatory time will be awarded in the following manner: one and one half (1-1/2) hours Monday through Saturday, and double time for Sundays and Holidays for every hour worked. Telecommunicators will be awarded one and one-half (1-1/2) hours comp time for every overtime hour worked regardless of the day. If any additional, pre-approved compensatory time is denied by

management, then the employee shall be either paid for the time off or be allowed to reschedule the time off over and above the normal ninety (90) day period. All scheduled compensatory time shall be mutually agreed upon by the employee and management.

K. Shift Exchanges will be limited to fifteen (15) per Telecommunicator per year. Exception to this is a Telecommunicator attending an educational class, as defined in Article XXVIII of this contract, the shift exchange will not be counted against their accrued number as listed above, for the Telecommunicator requesting the shift exchange or the Telecommunicator changing shifts for that employee.

ARTICLE VIII

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. Break time shall be determined by management.

ARTICLE IX
PROBATIONARY PERIOD

A. All employees except Telecommunicators hired during the term of this Agreement shall serve a probationary period of one hundred eighty (180) 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.

B. Telecommunicator trainees hired during the term of this Agreement shall serve a probationary period which will expire six (6) months after said employee has completed their Telecommunicator Operator training.

ARTICLE X
VACATIONS

A. Employees hired prior to June 30, 1993 shall enjoy the following vacation schedule (see Appendix D):

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 eleven (11) to a maximum of thirty-five (35) days. Any employee who, as of January 1, 2003, has earned more than thirty-five (35) vacation days, shall be capped at the amount of vacation days earned as of January 1, 2003.

B Employees hired on or after June 30, 1993 shall enjoy the following vacation schedule (see Appendix D):

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 and over – 25 days

C. All Telecommunicators/Assistant TAC Officers 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 and over – 42 days

Any employee who, as of January 1, 2003, has earned more than thirty-five (35) vacation days, shall be capped at the amount of vacation days earned as of January 1, 2003.

D. All Telecommunicators hired on or after June 30, 1995 shall adhere to the vacation schedule as indicated in Section B of this Article.

E. Permanent part-time employees who work an average of at least twenty (20) hours per week and based on one hundred twenty (120) calendar day average, will receive pro-rated vacation based on

hours of work per week divided by thirty-five (35), multiplied by the number of vacation hours 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 twenty (20) hours per week would be pro-rated as follows:

$$\text{Average hours worked per week: } \frac{20}{35} \times \frac{105^*}{1} = \frac{2100}{35} = 60 \text{ hours}$$

* Number of vacation hours as determined by years of service based on a seven (7) hour day.

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

Any permanent part-time employee who is a member of the Union before September 17, 2003 and who is receiving vacation benefits shall continue to receive pro rata vacation benefits regardless of whether the average number of hours worked are less than twenty (20) per week.

F. Employees will be allowed to carry over only fifty percent (50%) of one year of accumulated vacation days into the next calendar year. Employees shall have the option of receiving payment, their current wage rate for up to fifty percent (50%) of unused vacation days. The fifty percent (50%) will be based on amount of vacation days that they were entitled to that year. Any employee may exercise this vacation pay option by concurrently notifying his/her Department Director and then the Business Administrator in writing via a form provided by Human Resources Division, before January 31 of the following year. Payment will be made to the employee no later than April 1st of that year.

G. 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.

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

I. If, for any reason management changes or alters an employee's vacation, the vacation may be rescheduled pending approval of the Department Head. If the Department Head does not approve the rescheduling of the vacation time not taken, then the employee shall either be paid for the time or be

allowed to reschedule the time over and above the normal one half ($\frac{1}{2}$) year allowable carryover at the employee's option.

J. Vacation time must be taken in either full or half day increments.

ARTICLE XI
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 per week , but a minimum of twenty (20) hours per week, based upon a one hundred twenty (120) calendar day average, shall receive pro-rated sick leave based on hours of work per week, divided by thirty-five (35), multiplied by eighty-four (84).

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

$$\text{Average hours worked per week: } \frac{20}{35} \times \frac{84^*}{1} = \frac{1680}{35} = 48 \text{ hours}$$

* Number of sick hours for full-time employees based on a seven (7) hour day.

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

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

Any permanent part-time employee who is a member of the Union prior to September 17, 2003 and who is receiving sick leave shall continue to receive pro rata sick leave regardless of whether the average number of hours worked are less than twenty (20) per week.

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 (1) 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 (6) of these accumulated days in lieu of carrying them over. Any employee who has accumulated more than six (6) days as outlined above, and wishes

to be paid wages for their remaining days in lieu of carrying them over, may be paid one (1) day's current rate of pay for every two (2) accumulated sick days. An employee may exercise this sick leave option by concurrently notifying his/her Department Director and then the Business Administrator in writing via a form provided by Human Resources Division, before January 31 of the following year. Payment shall be made no later than the first pay period following April 1st of the next year.

D. Reporting -

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or his/her designated representative shall be notified within 30 (thirty) minutes after the beginning of his/her 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 workdays or more and does not notify the Department Head or designee any of the first two (2) days shall be subject to dismissal.

E. General – The Township may require proof of illness or injury when: a) the Township reasonably believes an employee is abusing sick leave, including but not limited to, absences that preceded or follow regularly scheduled days off or holidays; b) an employee has been absent on sick leave for five (5) or more consecutive workdays. 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 of duty.
2. Sick leave with pay shall not be allowed under the following conditions: 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 five (5) 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 time off, however, personal leave may be used for ordinary dental care or doctor's 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 workday.
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.

F. 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.

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 Business 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 worker's compensation cleave at his/her place of confinement during his/her scheduled work hours.

5. The sick leave residence restriction shall not apply when sick leave is taken as part of the alcohol and drug suspension policy, maternity leave, or family leave act.

G. Any employee, after completion of two (2) years of full time consecutive service, in the case of major illness, major surgery or non-work related disability which requires lengthy absenteeism, will receive full compensation, not to exceed one (1) year for each occurrence. Employees may use this benefit for a total not to exceed five hundred twenty (520) working days during said employee's career. This benefit will become effective after an absence of fifteen (15) working days during the first two uses of this benefit and then a graduated increase of seven (7) working days for each additional use thereafter. Employees who have less than the required accrued time shall be without pay during that period. The Township reserves the right to confirm the employee's illness through examination by the township physician. If there is a difference of professional opinion between the township physician and the employee's physician, the employee will submit to an examination by a third doctor to be paid by the township and selected out of the current PPO Physician's Directory. Said doctor's opinion will be the determining factor. Any leave because of serious illness, major surgery or non work related disability, must be supported by a doctor's written certification which must be renewed every thirty (30) days. An employee will be eligible to exceed the five hundred twenty (520) day cap provided that they have completed twenty-five (25) years or more of continuous service with the Township of Edison and shall receive an additional ninety (90) serious illness days after exhausting all sick time. Usage of this benefit prior to 1/1/07 will not be applicable. This benefit will become effective after review and approval by Human Resources and will not be unreasonably denied. Sick time provisions E and F apply. (Zipper clause is tied only to percentage of salary replacement, not number of sick days utilized prior to major illness benefit commencing, consistent with the memorandum of understanding dated December 4, 2015.)

H. When the Township of Edison and A.F.S.C.M.E. Local 3269 mutually agree upon in writing a short term and long term disability plan, said plan will be reduced to writing, signed by both parties and subsequently be instituted in lieu of the benefit mentioned above.

ARTICLE XII
LEAVE OF ABSENCE WITH AND WITHOUT PAY

Section 1 – Leave of Absence without Pay

A. Upon sixty (60) days notice except in cases of emergency, 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. 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.

B. 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.

C. An employee leaving a position prior to receiving said 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.

D. No seniority rights shall accrue during a leave of absence. Any leave without pay beyond one hundred twenty (120) calendar days shall disqualify the employee for medical coverage.

E. Nothing in this revision shall supersede the provisions of the State or Federal Family Leave Act.

F. Prior to commencing an Unpaid Leave of Absence, the employee must fully exhaust all compensatory time previously accrued.

Section 2 – Maternity Leave

A. Maternity leave shall be granted by the Business Administrator or designee and limited to full time employees only, no temporary or permanent part time employee shall be eligible for maternity leave benefits. The request for such leave must be made, in writing, one (1) month prior to the effective date of leave. The leave 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. Nothing in this revision shall supersede the provisions of the Federal Family Leave Act but shall be construed to deal exclusively with maternity leave.

C. When the Township of Edison and A.F.S.C.M.E. Local 3269 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.

ARTICLE XIII
TERMINAL LEAVE 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, if they leave Township service as of December 31, 2016. The terms of this section however, shall not apply to those employees who have been discharged for cause. This benefit will sunset on January 1, 2017.

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

1. 100% (one hundred percent) pay for accumulated sick time not to exceed \$20,000 (twenty thousand dollars). Those employees hired after May 21, 2010 will be capped at \$15,000 (fifteen thousand dollars) per N.J.S.A.; and
2. 100% (one hundred percent) pay for all accrued vacation time and any allowable remaining personal days
3. Should an employee retire on or after July 1 of their final calendar year, such employee shall be entitled to the full allotment of sick, vacation and personal days for that given year. This benefit is only applicable after January 1, 2017
4. Retirement payoff will be made within thirty (30) working days from the last day of employment.

C. When an employee leaves the employ of the Township after fifteen (15) years of continuous service, regardless of age, he/she will receive:

1. Twenty (20) days of their accumulated sick time at full pay; and
2. 100% (one hundred percent) pay for all accrued vacation time and any allowable remaining personal days.
3. Should an employee retire on or after July 1 of their final calendar year, such employee shall be entitled to the full allotment of sick, vacation and personal days for that given year. This benefit is only applicable after January 1, 2017
4. Retirement payoff will be made within thirty (30) working days from the last day of employment.

D. Any employee who is laid off from the Township shall receive twenty (20) days of terminal leave or severance pay.

ARTICLE XIV
MILITARY LEAVE

A. An 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 services of the United States, he/she shall have their pension benefits continued for up to two (2) years. Such employee will 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 date of discharge.

D. Nothing contained herein shall supersede the provisions of The Uniformed Services Employment and Reemployment Rights Act (USERRA) or any other Federal or State Statute governing military leaves of absence.

ARTICLE XV
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, any employee covered by this Agreement shall be granted four (4) working days off without loss of pay within thirty (30) calendar days from the day of death or the day of the funeral.

B. The "immediate family" shall include spouse, common law spouse, civil partner, legally recognized spouse, children, grandparents, grandchildren, brother, sister, parents; current father-in-law or mother-in-law, current step relatives; brothers, sisters, parents and grandparents of employee's 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 Department Head, shall not be reasonably denied and is not in addition to any holiday time falling on the day of the funeral. Telecommunicators working the midnight shift shall be granted the one day on the midnight shift prior to the funeral day.

E. Effective January 1, 2003, in addition to leave granted by A above, if an employee in the bargaining unit has to travel 450 (four hundred fifty) miles or more to attend a funeral of an immediate family member, he/she shall be entitled to one (1) extra consecutive day off without loss of pay.

ARTICLE XVI
INSURANCE

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 is provided. For the purpose of this Article, "employee" shall mean a permanent employee who averages twenty (20) hours or more per week, based upon an average of one hundred forty (140) calendar days.

I. The employer agrees to provide medical, dental, optical, prescription and insurance benefits to all permanent employees as follows:

A. Dental and optical benefits shall be the same as provided on January 1, 2001.

B. Prescription benefits:

Employees will be responsible for the following co-pays:

<u>Generic</u>	<u>Brand</u>
0	\$22.00

The co-pays apply to prescriptions of up to a thirty-four (34) day supply.

C. Major Medical and Hospitalization:

All employees and retirees shall continue to contribute to his/her health care coverage consistent with the terms of Chapter 78, P.L. 2011. Since the Township is self insured, "plan cost" shall be determined based upon COBRA rate equivalents. This clause shall not affect current employees and their dependants. Effective the date of this contract, new hires, upon retirement, shall receive the same health benefits as current bargaining unit staff.

1. Point of Service (POS) Plan

In network provider with co-pay of \$15.00 per visit.

Out of Network provider as follows:

A. Individual deductible - \$150.00

B. Family deductible - \$300.00

C. For single coverage, the employee is responsible for thirty percent (30%) of the first ten thousand dollars (\$10,000) of submitted and covered eligible expenses up to three thousand dollars (\$3,000), excluding the deductible, after which benefits will be paid at one-

hundred percent (100%) of submitted and covered eligible expenses.

- D. For family coverage, the employee is responsible for thirty percent (30%) of the first twenty five thousand (\$25,000) of submitted and covered eligible expenses up to seven thousand five hundred (\$7,500), excluding the deductible, after which benefits will be paid at one hundred percent (100%) of submitted and covered eligible expenses.
- E. Benefits covered under this article 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 twenty-sixth (26th) birthday.

2. Preferred Provider Organization – PPO Plan

In network provider with co-pay of \$20.00 per visit.

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 twenty percent (20%) of the first fifteen thousand dollars (\$15,000) of submitted and covered eligible expenses up to three thousand dollars (\$3,000), excluding the deductible, after which benefits will be paid at one-hundred percent (100%) of submitted and covered eligible expenses.
- D. For family coverage, the employee is responsible for twenty percent (20% of the first thirty thousand dollars (\$30,000) of submitted and covered eligible expenses up to six thousand dollars (\$6,000), excluding the deductible, after which benefits will be paid at one hundred percent (100%) of submitted and covered eligible expenses.
- E. Benefits covered under this article 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 twenty-sixth (26th) birthday.

- II. "Network" as used in this Article refers to the Horizon Point of Service (POS) Managed Care Network or the Horizon Preferred Provider Organization Network.

- III. Employees have the option to choose not to enroll in the Township health benefit program, in part or in whole. If they so choose, they can request from the Business Administrator a monthly municipal contribution in lieu of receipt of benefits. The amount of such contribution shall be equal to one half (1/2) of the amount the Township would charge for COBRA for such coverage. Receipt of a municipal contribution is voluntary on the part of the employee and they may enroll/re-enroll in the Township program during the open enrollment period. Any employee receiving health benefits from the Township through their spouse shall not be eligible for health benefits or a municipal contribution under this article except those employees involved in the arbitration settlement Docket No. AR-96-231, that stipulation of settlement shall apply. 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. For those employees who elect to waive coverage after May 21, 2010, the amount of reimbursement shall be limited by the terms of Chapter 78 P.L. 2010 (maximum reimbursement is twenty five percent (25%) of amount saved or five thousand dollars (\$5,000.00) whichever is less).

- IV. Employees who work less than twenty-five (25) years and have not attained the age of sixty-five (65), will be permitted to assume their existing package of benefits at the same cost currently being paid by the Township of Edison under the 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 Human Resources with the checks being made payable to the Township of Edison.

- V. Following the execution of the contract, employees who work for the Township of Edison for twenty-five (25) full years and retire will receive the health benefits

provided for in this Article, and coverage for the employee's surviving spouse in case of death of the retired employee.

- VI. Any retiree attaining the age of sixty-five (65), and qualified, must enroll into Part A and Part B of Medicare. While the Township will continue to pay for an eligible retiree's medical benefits, the Township will not be responsible for a retiree's Medicare premium. Effective the date of this contract, new hires, upon retirement, shall receive the same health benefits as current bargaining unit staff.

ARTICLE XVII
HOLIDAYS

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

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday – observed on President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Election Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- ½ Day Christmas Eve
- Christmas Day
- ½ 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. For those employees whose regular work week includes Saturday or Sunday, if a holiday falls on a scheduled day off it will be observed on the next work day.

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, vacation or funeral leave.

D. Telecommunicators/Supervising Public Safety Telecommunicator and Public Safety Telecommunicator Coordinator shall receive a check for one hundred fifty (150) paid holiday hours per year in lieu of the above holidays. Payment will be made at the current rate of pay during the month of October.

E. Permanent part-time employees who average a minimum of twenty (20) hours per week, based upon a one hundred twenty (120) calendar day average will receive pro-rated paid holidays based on hours of work per week, divided by thirty-five (35), multiplied by one hundred five (105). 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:

$$\text{Average hours worked per week} \quad \frac{20}{35} \times \frac{105^*}{35} = \frac{2100}{35} = 60 \text{ hours}$$

* Number of holiday hours for full time employees based on a seven (7) hour day.

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

Any permanent part-time employee who is a member of the Union on or prior to September 17, 2003 and who is receiving holiday time shall continue to receive pro rata holiday time regardless of whether the average number of hours worked are less than twenty (20) per week.

F. The provisions of this Article shall not apply retroactively.

ARTICLE XVIII
WORK INCURRED INJURIES

A. Employees who are injured, whether slightly or severely, while working, must notify their Director immediately.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work. At the discretion of the Township, the Township may require an additional certification of the employee's ability to return to work from a Township physician.

ARTICLE XIX
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, national origin or any other status protected by state and federal law.

B. 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, 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 XX
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 XXI
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 A.F.S.C.M.E. Council 73 at Nottingham Village Square, 2653A Whitehorse-Hamilton Square Road, Hamilton, NJ 08690.

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 XXII

JURY LEAVE

A. All employees covered under this Agreement who lose 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, 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 jury.

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 12:00 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 XXIII
PERSONAL DAYS

A. Employees who work a minimum of twenty (20) hours per week, based upon a one hundred twenty (120) calendar day average, shall be allowed five (5) 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. In addition, if an employee gets married, he/she is entitled to three (3) days off with pay. Employees may only receive this benefit once.

C. Personal Days must be taken in one (1) hour increments.

D. Any permanent part-time employee who is a member of the Union as of September 17, 2003 and who is receiving personal days shall continue to receive personal days regardless of whether the average number of hours worked are less than twenty (20) per week.

E. The provisions of this Article shall not apply retroactively.

ARTICLE XXIV
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 personnel file maintained in the Township Personnel Department at any reasonable time upon five (5) working days written notice to the custodian thereof. Whenever any material is placed in the employee's personnel file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personnel file shall not be made public unless required in disciplinary proceedings or by court order of subpoena process in a judicial proceeding or by New Jersey Right to Know law. 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 has been placed in file. Only the material in this personnel file may be used against an employee with respect to any disciplinary action.

B. Any employee who has not been disciplined for two (2) consecutive years will not have any verbal or minor disciplinary actions (actions of less than six (6) days suspension) used against them in any future disciplinary actions. Any employee, who has not had any major disciplinary action (actions of six (6) days suspension or greater) for five (5) consecutive years from the time of the occurrence of the discipline, will not have any previous disciplinary action used against them in any future disciplinary action.

ARTICLE XXV
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.
3. In accordance with current practice, Union Stewards and Officers shall be permitted the reasonable use of Township equipment and supplies for local Union business. This shall not be on Township time except in cases of emergency.

B. Job Postings

All A.F.S.C.M.E. positions 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 ten (10) working days of posting. A copy of the posting will be given to the Union President or his designee at least one (1) day prior to posting.

C. Job Bidding

1. All new or existing A.F.S.C.M.E. 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 qualifications of the job posting, then the job will be open to anyone outside of this bargaining unit.
2. If one or more members meet the qualifications, Township seniority shall prevail.
3. All dispositions shall be given to the Union President or his designee in writing prior to the notification of the successful applicant.

D. New Positions/New Hire

1. 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 career path. There shall be a mutually agreed upon starting salary set and inserted into Appendix "A".
2. No new employee will receive more than the starting salary of the title they are entering.

ARTICLE XXVI
UNION BUSINESS

A. The President, Vice-President, Executive Board Member 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, conferences or Union business provided that the maximum amount of such time off for the total amount of employees, without loss of pay during this Agreement, shall not exceed thirty (30) working days per year. The employee must notify the Employer and Human Resource Division of said leave at least five (5) working days prior to the convention, conference or Union business.

B. Leave under this section shall be limited to not more than four (4) employees at one time. However, an additional two (2) or three (3) 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 XXVII
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 A.F.S.C.M.E., together with a list of names of all employees for whom the deductions were made, by the tenth (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 Division of Personnel 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 Division of Personnel of the Township and the Union. The representation fee shall be in an amount equal to 85% (eighty-five percent) 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 (10) 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 XXVIII
EDUCATION

A. All employees covered by this Agreement shall be eligible to receive financial reimbursement for job required courses and all continuing education/training courses that are required to receive or maintain licensing for the employees said position. Prior approval, by the Business Administrator, shall be requested, in writing, prior to registration. The successful completion of these courses, by the bargaining unit employees, shall be paid for by the Township.

B. "Successful completion" means to gain reimbursement, the employees must obtain a certification from the educational institution involved. Such 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 remit all monies received, except in cases of death or disability which funds may be deducted from an employee's final paycheck.

C. All education reimbursement covered under this Article shall be paid, in full, within sixty (60) calendar days of said employee submission of all requirements.

D. For budget purposes, employees will notify administration as much in advance as possible, as to their intent to attend educational classes.

ARTICLE XXIX
BULLETIN BOARDS

The Township shall supply and maintain seven (7) 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 Department – 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. Code Enforcement Office – 18" x 24" – to be located on second floor in kitchen area near water cooler.
6. Woodbridge Avenue Senior Citizen Center – 18" x 24" – to be located in office area.
7. 911 Communication Center - 18 x 24 – to be located in Kitchen area.

ARTICLE XXX
CLOTHING ALLOWANCE AND UNIFORMS

- A. Transportation Drivers, Animal Control Workers, and Mr. Fixit will be provided with five (5) long sleeve and five (5) short sleeve shirts, five (5) pair of pants, one (1) spring jacket and one (1) winter jacket. These items will be replaced when deemed necessary. In addition, the Township will supply a voucher in the amount of one hundred dollars (\$100) to each employee covered in these positions to purchase one (1) pair of shoes and one (1) pair of waterproof boots every two years.

- B. It is important for all employees to project a professional image while at work by being appropriately attired. When working for the Township of Edison, any employee must adhere to casual business attire dress policy at all times in accordance with the Township Handbook.

- C. Employees who are assigned uniforms must wear them while working. Uniforms must be clean, neatly pressed and in good repair when reporting to work. If the required uniform is not available for any reason (for new or temporary employees), those employees are expected to comply with the general dress requirements as well as any acceptable departmental guidelines that may be available for such circumstances.

ARTICLE XXXI
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 hours 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 hours of duty, upon reasonable notice by the Township, if he/she is called back to perform service on an emergency basis of hours other than his/her normal hours of duty.

ARTICLE XXXII
EMERGENCIES

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

B. In the event the Township Business Administrator or designee 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 or his designee 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 double time 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.

D. In the event that an emergency is declared, the Mayor, his designee or Chief of Police may institute a mandatory recall of Telecommunicator staff. Any employee subjected to the mandatory recall shall be paid a minimum of four (4) hours at time and one half.

ARTICLE XXXIII

PROFESSIONAL LICENSES AND PROFESSIONAL ORGANIZATIONS

A. 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 which shall not be unreasonably denied. Any employee required to take continuing education courses to maintain his/her professional licenses, shall be granted administrative leave time for such purpose without having the leave time charged to his/her vacation or personal time accumulation.

B. All proper documentation will be required to receive reimbursement. All expenses to be reimbursed within sixty (60) calendar days.

ARTICLE XXXIV
CAR EXPENSES/TOLLS/PARKING

A. Car Expenses

Reimbursement for car expenses will be made at current New Jersey State rates.

B. Tolls/Parking

Toll and parking expenses will be reimbursed when receipts are submitted.

C. No employee shall be required to use their personal vehicle for Township business. An employee may opt to use their personal vehicle for Township business when a Township vehicle is unavailable or it is inconvenient to use such vehicle. Prior permission must be obtained by an employee desiring to use his/her personal vehicle for Township business from his/her Supervisor or Department Head.

D. All expenses to be paid within sixty (60) calendar days.

E. No employee shall drive a Township vehicle or their own vehicle on Township business unless they maintain a valid driver's license. No reimbursement under this Article shall be provided unless a copy of said driver's license is provided.

ARTICLE XXXV
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 workday 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 exceeding 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 employees shall be given twenty (20) working days written notice prior to layoff.

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

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

F. Each employee shall have seniority 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 a 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 (2) 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 any classification in the same career path, 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 two (2) career paths as follows:

FAMILY	TIER	TITLE
1		Accountant
1		Assistant Court Administrator
1		Assistant Purchasing Agent
1		Finance Administrative Assistant
1		Fire Administrative Assistant
1		Health & Human Services Administrative Assistant
1		Police Administrative Assistant
1		Public Works Administrative Assistant
1		Recreation Administrative Assistant
1		Supervisor of Recreation
1	1	Accounts Payable Processing Clerk
1	1	Accounts Receivable Specialist
1	1	Animal Shelter Processing Clerk
1	1	Animal Shelter Coordinator
1	1	Assessing Coordinator
1	1	Assessing Processing Clerk
1	1	Cashier
1	1	Certified Deputy Court Administrator
1	1	Certified Technical Assistant
1	1	Clerk
1	1	Clerk Typist
1	1	Clerk's Office Records Processing Clerk
1	1	Code Enforcement Office Coordinator
1	1	Code Enforcement Processing Clerk
1	1	Collections Accounts Specialist
1	1	Deputy Court Clerk
1	1	Engineering Processing Clerk
1	1	Engineering Secretary
1	1	Finance Analyst
1	1	Finance/Payroll Coordinator
1	1	Fire Marshal Processing Clerk
1	1	Fire Marshal Secretary
1	1	Head of Accounts Receivable
1	1	Health & Human Services Processing Clerk
1	1	Health & Human Services Secretary
1	1	Housing/Program Specialist
1	1	Mail Room Clerk
1	1	Municipal Alliance Records and Information Coordinator
1	1	Planning/Zoning Secretary
1	1	Police Administrative Secretary
1	1	Police Data Information Coordinator
1	1	Police Projects Clerk
1	1	Police Records Processing Clerk

FAMILY	TIER	TITLE
1	1	Police Secretary
1	1	Public Works Processing Clerk
1	1	Public Works Coordinator
1	1	Purchasing Clerk
1	1	Purchasing Processing Clerk
1	1	Senior Services Processing Clerk
1	1	Senior Services/Transport Secretary
1	1	Specifications Writer
1	1	Violations Clerk
1	1	Vital Statistics Processing Clerk
2	1	Design Engineer
2	1	Project Engineer
2	2	Assistant Planning/Assistant Zoning Officer
2	2	Assistant Staff Engineer
2	2	Assistant Zoning Officer
2	2	Building Code Inspector
2	2	Building Sub Code Official
2	2	Chief REHS
2	2	Deputy Fire Marshal
2	2	Design Engineering Aide
2	2	Electrical Code Inspector
2	2	Electrical Sub Code Official
2	2	Engineering Inspector
2	2	Fire Protection Code Inspector
2	2	Fire Protection Sub Code Official
2	2	Housing Inspector
2	2	Plumbing Code Inspector
2	2	Plumbing Sub Code Official
2	2	REHS
2	2	Staff Engineer
2	2	Supervising Public Safety Telecommunicator
2	2	Technical Engineering Aide
2	2	Zoning Officer
2	3	Animal Control Officer
2	3	Assessment Investigator
2	3	Assistant Engineering Aide
2	3	Engineering Aide
2	3	Field Appraiser
2	3	Health Investigator
2	3	Housing Investigator
2	3	Junior Engineering Aide
2	3	Juvenile/Youth Counselor
2	3	Mr. Fix It
2	3	Municipal Code Inspector
2	3	Public Safety Telecommunicator
2	3	Public Safety Telecommunicator Trainee
2	3	Recreation Program Coordinator
2	3	Recreation Specialist
2	3	Social Worker
2	3	Transport Driver

FAMILY	TIER	TITLE
2	3	Video Camera Operator
2	3	Video Field Producer
2	3	Zoning Inspector

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 a 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 any 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 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 the 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 the 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 (2) or more employees.

K. In matters of promotion or demotion, if qualifications, abilities and fitness are equal, then the employee with the highest 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 XXXVI

JOB DESCRIPTION/JOB QUALIFICATION

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. Telecommunicator Trainers will be compensated at three dollars (\$3.00) per hour to be paid in their regular pay check. Trainers are to have a training officer certification and be chosen on a rotating seniority list. The Township will make every effort to have as many Telecommunicators certified as possible. In the event the Township does not have a certified trainer, they may choose the person that they feel is best qualified.

C. All titles covered in Appendix A are available as part time. The part time hourly rate will be calculated as follows: Yearly salary divided by twenty six (26) pays divided by hours seventy (70) or eighty (80) = hourly rate.

D. When an employee meets the criteria as stated in the job descriptions to become a Senior or Principal in their title, the salary step stated in Appendix B will become effective July 1st of the following year. Two years of experience equates to thirty (30) college credits.

E. Current employees will be credited with having time in grade in their new titles for time served performing the same duties under the old job titles, as long as they meet the educational requirements.

ARTICLE XXXVII
FULLY BARGAINED AGREEMENT

A. The Employer and the Union agree that this Agreement is the complete Agreement between them and that no other understandings, agreements or past practices prior to the recognition of A.F.S.C.M.E. Local 3269 on the Employer or the Union during the term of this Agreement shall be binding 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 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 the 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.

F. This contract is to work in compliance with Federal and State laws.

ARTICLE XXXVIII
LABOR/MANAGEMENT MEETINGS

A. 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.

1. 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 XXXIX

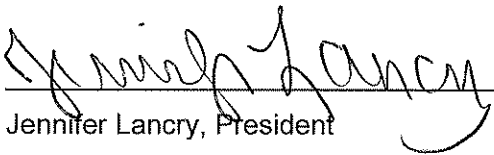
DURATION

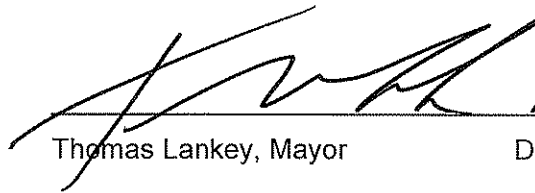
This Agreement shall be in full force and effect as of January 1, 2012 and remain in effect to and including December 31, 2017 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than 150 (one hundred fifty) days, nor later than 120 (one hundred twenty) days prior to the expiration of this Agreement.

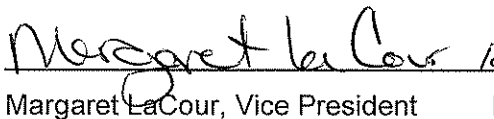
In WITNESS THEREOF, the parties have hereunto set their hands and seals at Edison, New Jersey on this day.

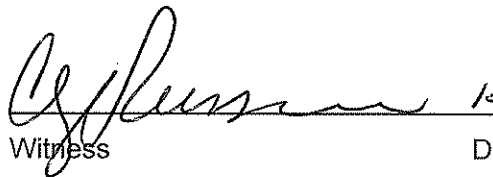
For A.F.S.C.M.E. Local 3269:

For the Township of Edison:


Jennifer Lancry, President 12/17/15
Date


Thomas Lankey, Mayor 12/16/15
Date


Margaret LaCour, Vice President 12-4-15
Date


Witness 12/16/15
Date

Scott Pensak Date

Witness Date

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 A.F.S.C.M.E. Council 3269. While the titles listed on the following pages are represented by the Union, the particular positions within the titles listed below are excluded. To be determined.

Human Resource Coordinator-----Personnel Department
Benefits Coordinator-----Personnel Department
Administrative Secretary-----Department of Law
Administrative Assistant-----Mayor's Office