AGREEMENT BETWEEN

THE TOWNSHIP OF EDISON

AND

A.F.S.C.M.E. LOCAL #3269

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PREAMBLE

- A. This agreement entered into this 1st day of January, 2002, by and between Edison Township in the County of Middlesex, hereinafter called the "Employer", and AFSCME duly appointed representative hereinafter called the "Union", represents the complete and final understanding on all 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 establishment 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:
 - 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 is to be limited for a maximum ninety (90) day 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 by the specific and expressed terms thereof in conformance with the union contract, constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40:1-1 <u>et seq.</u> 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. 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 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 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. Except in the case of an emergency, no employee may work out of title until approval is granted through the Department Head or immediate supervisor prior to the employee performing said work. In emergency situations, approval of the Department Head or immediate supervisor may be obtained after the fact, but no later than four (4) work days after the assignment begins. Said assignment must be for at least three (3) work days for the purpose of out-of-title work.
- C. Management may appoint any employee to serve in an acting capacity upon mutual agreement between the employee and management on notice to AFSCME Local 3269 for a period not to exceed ninety (90) calendar days, unless reappointed by the Business Administrator for a limit of one ninety (90) day extension. At the conclusion of the ninety (90) calendar day extension, the employee will be reinstated 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 or non-union positions. A person may only have two (2) ninety (90) day appointments within the period of two (2) years unless consented by A.F.S.C.M.E. in writing. If A.F.S.C.M.E. does not respond within 30 days of written request by management, this will be construed as a positive response. This is not to include acting positions due to returnable illness.

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (the concerted failure to report for duty), work stoppage, slowdown, 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 employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement 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. Failure of the Supervisor to respond will be construed as a positive response.

<u>STEP 2:</u> 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. Failure to respond within ten (10) working days shall be construed as a positive response.

STEP 3: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Business Administrator within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. At this time a hearing date with all parties involved is to be scheduled by the Business Administrator within ten (10) working days. Failure to schedule this hearing within ten (10) working days shall be construed as a positive response. The Business Administrator shall respond in writing to the grievance within ten (10) working days of the hearing. Failure to respond will be construed as a positive response.

STEP 4: If the grievance is still unsettled, the Union may, within thirty (30) working days after the reply of the Business Administrator, by written notice to the Business Administrator, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days and such decision shall be final and binding 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 (30) working days of the default approval by written notice to AFSCME 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 thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at steps one and two in the grievance procedure, then the grievance shall be deemed to have been granted. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

ARTICLE VI SALARIES/LONGEVITY

A. Longevity Schedule:

2%	Completion of 4 th year
2 1/2%	Completion of 6 th year
3%	Completion of 8 th year
3 1/2%	Completion of 10 th year
4%	Completion of 12 th year
4 1/2%	Completion of 14 th year
5%	Completion of 16 th year
5 1/2%	Completion of 18 th year
6%	Completion of 20 th year
6 1/2%	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 the 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.

B. Salaries:

All adjustments to meet starting salary (Appendix B) shall be made before increases are calculated.

All employees shall receive the following percentage increases:

2002 - 2.9%

2003 - 3.1%

2004 - 3.3%

2005 - 3.3%

2006 - 3.4%

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 or one half (1/2) hour lunch period, with the exception of those employees whose regular workday currently consists of eight (8) hours of work plus one (1) hour or one half (1/2) hour lunch period. The hours of operation shall be 5:00 a.m. to 10:00 p.m.; The work shifts for full time employees shall be as follows:

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Shift A – Transportation Driver – First Shift
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Shift B – Transportation Driver – Second Shift

Shift C – Transportation Driver – Third Shift

Shift D - 8:00 am to 4:00 pm

Shift E – 8:30am to 4:30pm

Shift F - 9:00 am to 5:00 pm

Shift G – 2:00 pm to 10:00 pm (Recreation and Court * only)

*Employees of the court shall be permitted to begin their work shift two hours earlier in order to accommodate a three hour dinner break. Court employees shall be required to work shift "G" only on days when the Court has scheduled night sessions.

Shifts 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 choose 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 regularly scheduled ending time on the day he/she arrived early. The amount of time employees may leave work early may not exceed the amount of time the employee arrived early for work. The flex-time provisions of this section must be mutually agreed to by both the supervisor and employee. So far as practicable, an employee's work day shall not be changed without five (5) working days notice. No employee hired prior to January 1, 2003, with the exception of Transportation Drivers hired after January 1, 2002, shall have their shift changed unless mutually agreed upon by both the employee and the township.

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 or forty (40) hours plus lunch respectively for employees as listed in Appendix "A" with the following exceptions. For Employees in the Recreation Department and the Division of Animal Control, the work weeks 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 Leader, Assistant Recreation Leader, Animal Control Officer, Dog Warden, Maintenance, and Assistant Dog Warden.

No employee hired prior to January 1, 2003 shall have their work week changed unless mutually agreed upon by both the employee and the township.

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 employees normal work week and time and one-half (1 ½) pay shall be paid for all work performed on Saturdays except where Saturday is part of an employees normal work week. The overtime provisions of this article shall only apply to part-time employees for 1. time in excess of 35 or 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 a Department Head or Supervisor in charge. In the event an employee is called back to work after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours of overtime. Upon receipt of telephone call, the employee shall automatically receive two (2) hours overtime, whether or not they report to work. 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, immediate Supervisor or Business Administrator to be on call at any time during the week, shall be compensated at the rate of \$50.00 per week.

- 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 worked overtime.
- 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 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 worked overtime. The rotating list shall not apply to overtime opportunities, which consists of employees called in early on a scheduled work day or held over at the end of a shift.
- G. The hours of work for the Telecommunicator shall consist of eight (8) hours per day, with one (1) hour paid lunch period. Telecommunicators shall work for four (4) days and then have two (2) days off. Any change in shift schedules must be approved by the Business Administrator.
- H. Employees hired prior to January 1, 2003, with the exception of Transportation Drivers, hired after January 1, 2002, 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 per hour.
- I. There shall be a shift differential of 3.5% (three and one-half percent) for telecommunicators scheduled to work the second shift each day, and a shift differential of 4.0% (four percent) for telecommunicators scheduled to work the third shift each day. There shall be no shift differential for telecommunicators who work the first shift.

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 Ninety (90) calendar days from the date of hire. During this probationary period, the Employer reserves the right to discharge a probationary employee for any reason. An employee, if discharged, shall not have recourse through the grievance procedure set forth in this agreement. The probationary period may be extended at the discretion of the Business Administrator for an additional period not to exceed thirty (30) calendar days. If said probationary period is extended an additional thirty (30) calendar days the union shall be notified in writing by the Business Administrator. If the union does not receive any notification of an additional thirty (30) calendar days, the employee shall be off probation and have recourse through the grievance procedure.
- B. Telecommunicator Trainees hired during the term of this agreement shall serve a probationary period which will expire (3) months after said employee becomes a Telecommunicator.

ARTICLE X

VACATIONS

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

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

2 - 5 years - 10 days

6 - 9 years - 15 days

10 -11 years - 20 days

One day each additional year after 11 to a maximum of 35 days. Any employee who, as of January 1, 2003, has earned more than 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:

<u>First year</u> - one (1) day per month of employment not to exceed ten (10) days (see Appendix C)

<u>2 - 5 years</u> - 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 35 vacation days shall be capped at the amount of vacation days earned as of January 1, 2003.

D. All Telecommunicators/Assistant TAC Officers 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-five (25) hours,

based on a one hundred (140) 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-five (25) hours per week would be pro-rated as follows:

Average hours worked per week: $25 \times 105^* = 2625 = 75$ hours

35 1 35

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

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 at the time of the execution of

this agreement 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-five (25)

per week.

F. Employees will be allowed to carry over only 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 50% of unused vacation days. The Township will notify employees of

this opportunity in writing prior to the end of the year. Any employee may exercise this vacation pay

option by notifying the Business Administrator, in writing, before January 31 of the following year.

Payment will be made to the employee no later than April 1st of the following 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.

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- 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 allowed to reschedule the time over and above the normal one half year allowable carryover at the employee's option.
- J. Vacation time must be taken in either full or half day increments. Any portion of a half day outstanding at the execution of this contract may be used prior to this provision taking effect.

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

Those employees who work less than thirty-four (34) hours a week, but a minimum of twenty five (25) hours per week, based upon a one hundred (140) calendar day average, shall receive prorated sick leave based on hours of work per week, divided by thirty-five (35), multiplied by eighty-four (84).

<u>For Example:</u> Using this formula, an employee who works an average of twenty-five (25) hours per week shall be pro-rated as follows:

Average hours worked per week } $25 \times 84^* = 2100 = 60$ hours

35 1 35

<u>PLEASE NOTE:</u> 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 at the time of the execution of this agreement 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-five (25) 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 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 the six (6) days as outlined above, and wishes to be paid wages for their remaining days in lieu of carrying them

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

over, may be paid one (1) day's current rate of pay for every two accumulated sick days. Any employee wishing to exercise the sick leave pay option must exercise this option before the end of that year. Payment shall be made no later than the first pay period following April 1 of the next year.

D. Reporting

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

- 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.
- Sick leave with pay shall not be allowed under the following condition: When the
 employee, under medical care, fails to carry out the orders of the attending
 physician.
- 3. The recommendation of the Township medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness of more than 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 off time, however, personal leave may be used for ordinary dental care or doctor appointments in increments of one (1) hour. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.
- 6. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- 7. Any employee who calls in sick for the purpose of engaging in outside employment or who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to immediate disciplinary action up to and including discharge.
- F. <u>Sick Leave Confinement Restriction</u> 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.

- 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.
- The Supervisor may visit the employee who is on sick or worker's compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.
- 4. The Supervisor may telephone the employee who has reported off on sick leave or is on workers compensation leave at his/her place of confinement during his/her scheduled work hours.
- 5. The sick leave residence restriction shall not apply when sick leave is taken as part of maternity leave.
- G. Any employee who after two years of permanent service suffers a major illness by doctor's determination, or major surgery which requires lengthy absenteeism, not to exceed a period of one (1) year, will receive full compensation. This benefit will become effective after an employee receives prior approval and after he or she uses twenty (20) working days of their own time. The employee may use their sick, vacation or personnel days or choose to take the (20) twenty days at no pay. The provision of sections E and F above shall apply to any leave taken pursuant to this sub section.
- H. When the Township of Edison and AFSCME 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 G 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.

Section 2 - Maternity Leave

A. Maternity leave shall be granted by the Township Business Administrator or designee provided the request is made in writing one (1) month prior to the effective date of leave. The leave 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. Permanent part-time employees who work a minimum of twenty-five (25) hours, based upon a one hundred (140) calendar day average, will receive pro-rated maternity leave based on hours of work per week divided by thirty-five (35), multiplied by two hundred ten (210) hours.

<u>For Example:</u> Using this formula, a part-time employee who works an average of twenty-five (25) hours per week would be pro-rated as follows:

Average hours worked $\frac{25}{25} \times \frac{210}{25} = \frac{5250}{25} = 150$ hours

35 1 35

<u>PLEASE NOTE:</u> 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 at the time of the execution of this agreement and who is eligible for maternity leave shall continue to receive pro rata maternity leave regardless of whether the average number of hours worked are less than twenty-five (25) per week.

D. When the Township of Edison and AFSCME 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. The terms of this section, however, shall not apply to those employees who have been discharged for cause.
- B. In addition to A above, when an employee leaves the employ of the Township after twenty-five (25) years of continuous service or the age of sixty (60), he/she will receive:
 - 1. 100% pay for accumulated sick time not to exceed twenty thousand dollars (\$20,000); and
 - 2. 100% pay for all accrued vacation time and any allowable remaining personal days.
 - 3. Retirement payoff will be made within thirty (30) working days from the last day of employment.
- C. In addition to A above, 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% pay for all accrued vacation time and any allowable remaining personal days.
 - 3. Retirement payoff will be made within thirty (30) working days from the last day of employment.

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 State 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.

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 consecutive 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, legally recognized spouse, children, grandparents, brother, sister, parents, current father-in-law, or mother-in-law or current step relatives, brothers, sisters, parents and grandparents of employees spouse.
 - C. Reasonable verification of the event may be required by the Township.
- D. An employee shall be granted one (1) working day off with full pay in case of the death of a relative not enumerated in Section B above or a person who had a close relationship with the employee, for the purpose of attending the funeral. Such bereavement leave shall be approved by the Business Administrator or his/her designee, shall not be unreasonably denied and is not in addition to any holiday time falling on the day of the Funeral.
- E. Effective January 1, 2003, in addition to leave granted by A above, if an employee in the bargaining unit has to travel 450 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 are provided. For the purpose of this Article, "employee" shall mean a permanent employee who averages 25 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 December 31, 2001.
 - B. Prescription benefits:

Employees will be responsible for the following co-pays:

	Brand	Generic
2002	\$2.00	\$0.00
2003	\$5.00	\$2.00
2004	\$5.00	\$2.00
2005	\$7.00	\$2.00
2006	\$10.00	\$0.00

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

C. Major Medical and Hospitalization:

Permanent employees hired prior to the execution of this contract shall have the following options:

- 1. Point of Service (POS) Plan.
 - a. In-Network provider with a co-pay of \$15 per visit
 - b. Out of Network provider as follows:
 - i. Individual deductible -- \$150
 - ii. Family deductible -- \$300

- iii. For single coverage, the employee is responsible for thirty (30) percent of the first \$10,000.00 of submitted and covered eligible expenses up to \$3,000.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses. For family coverage, the employee is responsible for thirty (30) percent of the first \$25,000.00 of submitted and covered eligible expenses up to \$7,500.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses.
- c. Hospital expenses will be included under the deductible and copay.
- 2. Traditional Plan with bi-monthly contributions to be as follows:

	2003-2005	2006
Single	23.00	29.00
Parent/Child	43.00	55.00
Husband/Wife	47.00	60.00
Family	61.00	77.00

- a. Deductibles and co-pays as follows:
 - i. Individual deductible --\$300
 - ii. Family deductible -- \$600
 - iii. For single coverage, the employee is responsible for twenty (20) percent of the first \$1,500.00 of submitted and covered eligible expenses up to \$300.00, for a maximum of \$600.00 out of pocket, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses. For family coverage, the employee is responsible for twenty (20) percent of the first \$3,000.00 of submitted and covered eligible expenses up to \$600.00 for a maximum of \$1,200.00 out of pocket, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses.
 - The Traditional Plan shall be the same as provided on December 31, 2001 except as otherwise modified by this article.

- D. Benefits covered under this article shall have a maximum lifetime limit of two million dollars (\$2,000,000).
- E. Coverage for dependents shall terminate on said dependents twenty-third (23)rd birthday, except for those dependents who had reached the age of 19 as of January 1, 2003 and are covered by the Township's medical insurance as of the date of execution of this contract. Those dependents shall be covered until their 25th birthday.
- F. Permanent employees hired after the execution of this contract shall be provided all of the Major Medical and Hospitalization benefits provided to employees described in section (C) (1) above, except:
 - 1. Single Coverage Only: Employees may buy up to family coverage at a rate of \$50.00 per month.
- II. The employer agrees to provide to those members currently enrolled in a Township health plan who retired prior to the first day of the month following the execution of this contract the same medical, dental, optical, prescription and insurance benefits as provided to them at the date of retirement, except as follows:

A. Prescription benefits:

Employees will be responsible for the following co-pays:

	Brand	Generic
2002	\$2.00	\$0.00
2003	\$3.00	\$0.00
2004	\$3.00	\$0.00
2005	\$3.00	\$0.00
2006	\$3.00	\$0.00

- III. Any part-time employee who is a member of AFSCME Local 3269 on the date of execution of this contract who is currently receiving benefits, will receive benefits regardless of the amount of hours worked.
- IV. "Network" as used in this Article refers to the Horizon Point of Service (POS) Managed Care Network.

V. 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.

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

VII. 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.

VIII. 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. Employees who elect to receive the Traditional benefit will be responsible for monthly contributions as follows:

2003-2006

10.00

Single

Parent/Child 13.00 Husband/Wife 15.00 Family 20.00

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/Assistant TAC Officers shall receive a check for one hundred twenty (120) 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-five (25) hours per week, based upon a one hundred (140) 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).

<u>For example:</u> Using this formula, a part-time employee who works an average of twenty-five (25) hours per week would be pro-rated as follows:

Average hours worked per week}
$$25 \times 105^* = 2625 = 75$$
 hours $35 \times 1 \times 35$

<u>PLEASE NOTE:</u> 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 at the time of the execution of this agreement 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-five (25) per week.

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

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

ARTICLE XVIII

WORK INCURRED INJURIES

- A. Employees who are injured, whether slightly or severely, while working, must make a report within nine (9) regular working hours thereof to the Department Head or Supervisor.
- 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 expense of the township, the township may require an additional certification of the employees' 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 or national origin.
- B. The employer and the Union agree that all employees covered under the agreement have the right without fear of penalty or reprisal to form, join, 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 AFSCME Council 73 at Nottingham Village Square, 2653A Whitehorse-Hamilton Sq. Rd., 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 loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the town their full daily base rate of pay, 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-five (25) hours per week, based upon a one hundred (140) 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 at the time of the execution of this agreement 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-five (25) 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 had any disciplinary action against them for a period of eighteen (18) months, will have all previous disciplinary actions removed from their file.

ARTICLE XXV UNION RIGHTS

A. <u>Union Stewards and Officers</u>

- 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.
- 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.
- 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 emergencies.

B. <u>Job Postings</u>

All AFSCME 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 day prior to posting.

C. <u>Job Bidding</u>

- All new or existing AFSCME 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 minimum qualifications of the job posting, then the job will be open to anyone outside this bargaining unit.
- 2. If one or more members meet the qualifications, Township seniority shall prevail.
- All dispositions shall be given to the Union President or his designee in writing prior to the notification of the successful applicant.

D. <u>New Positions/New Hire</u>

- 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 job family. There shall be a mutually agreed upon starting salary set and inserted into Appendix "B".
- 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 the period of this Agreement, shall not exceed thirty (30) working days per year. The employee must notify the employer of said leave at least five (5) days prior to the convention, 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 AFSCME, together with a list of names of all employees for whom the deductions were made, by the 10th day of the succeeding month after such deductions are made. This authorization shall remain in effect unless it is canceled in writing by the employee during the entire month of June in any year. Such written notice shall be sent to the 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% of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year to year shall be considered to be in continuous employment.
- C. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and

defend, any administrative or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision.

ARTICLE XXVIII

EDUCATION

- A. All employees covered by this agreement shall be eligible to receive financial reimbursement for job related courses, including career or development, in the following areas:
 - 1. Business/ Vocational/ Technical/ Training/ Seminar/ Workshops courses;
 - 2. Career development and continuing education courses which will aid the employee in his/her employment with the Township.
- B. Job relatedness for purposes of this contract shall mean a reasonable vocational association which enhances the ability of the employee to perform his/her function, may broaden the scope of his/her qualifications, allows him/her to better interact with other Departments, allows the employee to maintain his/her skill or knowledge level at the current industry level in that particular field, keeps pace with changing laws, codes or regulations and generally adds to the betterment of the Township.
- C. All educational/training courses that are job related or that may enable an employee to qualify for promotional advancement in his/her department or related departments, which have also been approved by the Business Administrator or his/her designee, and that are successfully completed by the bargaining unit employees, shall be paid for by the Township in the amount per credit hour up to the amount as charged by Rutgers University. Prior approval shall be requested in writing twenty-five (25) working days prior to registration. Receipt of the request shall be acknowledged by the Business Administrator and a copy provided to the Union President. Any request not responded to by the Business Administrator or his designee within ten (10) working days shall be deemed as approval for said courses reimbursement. All educational/training courses that are job related and are successfully completed by the bargaining unit members shall be paid for by the Township.
- D. "Successfully completed" means that to gain reimbursement, the employees must obtain a certification from the educational institution involved, indicating that if the letter grade is given for the course, a grade of "C" or better must be obtained. If no letter grades are provided, then a certification must show that the employee has completed and passed the course. Employees who leave the employ of the Township within one year of receipt of the monies, shall remit all monies

received, except in cases of death or disability which funds may be deducted from an employee's final paycheck.

- E. The cost of vocational training courses will be reimbursed at the rate of 100%. All applications for vocational training courses must be submitted to the Department Head or the Business Administrator for review and approval before reimbursement can be granted.
- F. All employees shall receive reimbursement for the cost of books, supplies, and Lab Fees for Business/Vocational/Technical/Training/College/Seminar/Workshop courses, upon the submission of appropriate proof, in an amount not to exceed twenty five dollars per credit hour.
- G. All education reimbursement covered under this Article shall be paid within sixty (60) calendar days of said employees submission of all requirements.
- H. 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 six (6) bulletin boards in the sizes and locations listed below for the exclusive use of the Union for the purpose of posting Union announcements and other information. All such material shall first be submitted by a Union elected officer to the Township's Business Administrator or his designee and must be reviewed and approved by the Business Administrator or his designee before it can be posted. No such material deemed by the Business Administrator or his designee, to be controversial in nature, shall be posted. The Township shall supply and install a locking device for the bulletin board listed as No. 1 below.

Bulletin boards shall be as follows:

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

ARTICLE XXX

CLOTHING ALLOWANCE AND UNIFORMS

- A. Each position marked with a "c" on the list in Appendix B shall receive the following:
 - 1. All permanent full time employees to receive \$750.00 cash per year, to be distributed in the first pay check following April 1st of each year.
 - 2. All permanent part-time employees who work less than 35 hours and a minimum of twenty-five (25) hours per week, based upon a one hundred (140) calendar day average to receive \$375.00 cash per year, to be distributed in the first pay check of April 1st of each year.

Any permanent part-time employee who is a member of the union at the time of the execution of this agreement and who is receiving clothing allowance and uniforms shall continue to receive pro rata clothing allowance and uniforms regardless of whether the average number of hours worked are less than twenty-five (25) per week.

- 3. Transportation Drivers shall receive a full complement of uniforms (5 Long Sleeve Shirts, 5 Short Sleeve shirts and 5 pants or skirts, 1 pair of shoes, 1 spring jacket, and 1 hat). Uniforms damaged while on duty will be replaced by the Township as needed.
- 4. Telecommunicators shall receive a full complement of uniforms (4 Long Sleeve Shirts, 4 Short Sleeve Shirts and 4 Pair Pants or Skirts). Uniforms damaged while on duty will be replaced by the Township as needed.
- In the event the Township fails to replace any uniform damaged within ninety (90) days of a legitimate request to do so, the employee will not be the subject of discipline to the extent that such a failure inhibits the employees ability to wear a uniform.

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 tours of duty with the Township. However, the employee recognizes that his/her primary employment responsibility is to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if he/she is called back to perform service on an emergency basis at hours other than during his/her normal tours of duty.

ARTICLE XXXII

EMERGENCIES

- A. Emergencies and snow days are determined by the Township Business Administrator or his designee.
- B. In the event the Township Business Administrator or his 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 subject 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. Reimbursement for expenses incurred in attending continuing education units shall be paid as follows:
 - 1. One half (1/2) basic occupancy room as established in the Federal Travel Regulations.
 - 2. Meals with a daily maximum as established in the Federal Travel Regulations.
- 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. <u>Car Expenses</u>

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

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 drivers 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 work day following the end of a leave of absence period, unless prevented by conditions beyond the employee's control.
 - 5. Inability to work as a result of sickness or injury for a period <u>exceeding</u> 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 any layoff.
- D. All probationary, temporary, summer and part-time employees shall be laid off before any layoff of full-time employees occur.
- E. Employees subject to layoff in their classification shall be offered work in another classification within their job family, provided there is an available opening.
- F. Each employee shall have seniority in the classification in which he/she is placed. Reclassified employees shall have seniority in their new classification equal to their total unbroken continuous service with the Township. In the event layoff is required in a given classification within a department(s), employees shall be laid off in strict seniority order with the person with the least seniority the first to be laid off and the person with the most seniority the last to be laid off. In the

event that two employees were hired on the same day, for the purpose of layoff and recall, their seniority shall be in alphabetical order, with the letter "A" considered more senior than the letter "B".

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

For the purpose of this paragraph, there are two (2) job families as follows:

Family	Tier	Title
1		SUPERVISOR
1		Office Supervisor Public Works
1		Office Supervisor Recreation
1		Supervisor of Division of Aging
1		Supervisor of Recreation
1		Supervisor of Utility
1		Tax Collector, Deputy
1		ACCOUNTANT, SR.
1		Accountant, Sr.
1	1	COMMUNICATIONS COORDINATOR
1	1	Communication Specialist
1	1	Technical Coordinator, Principal
1	1	COURT ADMINISTRATOR, ASSISTANT
1	1	Assistant Court Administrator
1	1	Assistant Court Clerk
1	1	ADMINISTRATIVE ASSISTANT
1	1	Administrative Assistant
1	1	Executive Engineering Assistant
1	1	Executive Secretary
1	1	ACCOUNTANT
1	1	Accountant
1	1	Accountant II
1	1	OFFICE MANAGER
1	1	Office Supervisor/35
1	1	Office Supervisor/40
1	1	Shelter Manager
1	1	COURT ADMINISTRATOR, DEPUTY
1	1	Deputy Court Administrator
1	1	Deputy Court Clerk
1	1	Deputy Court Clerk Violations
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1 1	1	Deputy Court Clerk, Jr. Deputy Court Clerk, Sr.
'	•	Dopaty Court Clork, Or.
1	1	SPECIFICATION WRITER
1	1	Specification Writer
1	1	ADMINISTRATIVE SECRETARY
1	1	Administrative Secretary
1	1	Principal Administrative Assistant
1	1	Principal Administrative Secretary
1	1	PURCHASING CLERK
1	1	Chief Storekeeper, Sr.
1	1	Clerk Storekeeper, Sr.
1	1	Principal Accounts Clerk
1	1	Purchasing Clerk, Sr.
1	1	SECRETARY
1	1	Construction Code Office Administrative Control Clerk
1	1	Firearms Licensing Coordinator
1	1	Payroll Coordinator
1	1	Secretary
1	1	PROCESSING CLERK
1	1	Accounts Clerk
1	1	Assessing Assistant
1	1	Cashier
1	1	Clerk Storekeeper, Jr.
1	1	Clerk's Office Processing Clerk
1	1	Code Enforcement Accounts Clerk
1	1	Code Enforcement Processing Clerk
1	1	Computer Operator
1	1	Construction Code Office Principal Accounts Clerk/Teller
1	1	Control Clerk
1	1	Engineering Clerk
1	1	Information Manager
1	1	Payroll Clerk
1	1	Principal Control Clerk
1	1	Records and Information Manager
1	1	Specialized Clerk
1	1	Specialized License Clerk
1	1	Victim's Rights Advocate/Alarm Enforcement
1	1	Victim's Rights Advocate/Alarm Enforcement P/T
1	1	CLERK
1	1	Assistant Welfare Investigator
1	1	Clerk

1	1	Clerk P/T
1	1	Clerk Typist
1	1	Clerk Typist P/T
1	1	Clerk Typist, Sr.
1	1	Inspector Trainee
1	1	Liaison
1	1	Mail Clerk
1	1	Purchasing Clerk
1	1	Recreation Instructor/Clerical
1	1	Switchboard Operator
1	1	Title Search Clerk
1	1	Violation Clerk
1	1	Violation Clerk/Bilingual
,	'	Violation Cichy bilingual
2		SUPERVISOR, ENGINEERING SERVICES
2		Supervisor Engineering Services
2		Township Engineer, Assistant
2	1	ASSESSOR, DEPUTY
2	1	Assessor, Assistant
2	1	Assessor, Deputy
2	1	CHIEF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST
2	1	Chief Registered Environmental Health Specialist
2	1	Chief Registered Environmental Health Specialist P/T
2	1	Chief Sanitary Inspector
2	ı	Chief Sanitary inspector
2	1	PRINCIPAL DESIGN ENGINEER
2	1	Design Engineer, Sr.
2	1	Designer, Sr.
2	1	Principal Design Engineer
2	1	Principal Design/Party Chief
2	1	SUBCODE OFFICIAL
2	1	Building Sub-Code Official
2	1	Electrical Sub-Code Official
2	1	Fire Sub-Code Official
2	1	Plumbing Sub-Code Official
2	1	SUBCODE OFFICIAL P/T
2 2	1	
2	1	Building Sub-Code Official P/T Electrical Sub-Code Official P/T
2	1	Fire Sub-Code Official P/T
2	1	
2	1	Plumbing Sub-Code Official P/T
2	1	ZONING OFFICER
2 2	1 1	ZONING OFFICER Zoning Officer

2	1	HOUSING INSPECTOR, SR.
2	1	Housing Inspector P/T, Sr.
2	1	Housing Inspector, Sr.
2	4	DECISTEDED ENVIDONMENTAL LIEALTH SPECIALIST SP
2	1	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST, SR.
2	1	Registered Environmental Health Specialist P/T, Sr.
2	1	Registered Environmental Health Specialist, Sr.
2	2	DESIGNER/INSPECTOR
2	2	Chief Of Party
2	2	Designer/Inspector
2	2	Principal Design Engineer, Associate
2	2	Principal Design/Surveyor
2	2	Principal Engineering Inspector
2	2	Principal Field Inspector
2	2	TELECOMMUNICATOR/ASSISTANT TAC OFFICER
2	2	TELECOMMUNICATOR II
2	2	Dispatcher, Senior (8 years)
۷	2	Dispatcher, Genior (o years)
2	3	DRAFTSPERSON/SURVEYOR
2	3	Draftsperson/Surveyor
2	3	Draftsperson/Transitperson
2	3	Field Inspector, Sr.
2	3	Inspector, Sr.
2	3	Transitperson
		·
2	3	HOUSING INSPECTOR
2	3	Housing Inspector
2	3	Housing Inspector P/T
	_	
2	3	INSPECTOR, CE
2	3	Building Inspector
2	3	Electrical Inspector
2	3	Fire Inspector
2	3	Plumbing Inspector
2	3	INSPECTOR P/T, CE
2	3	Building Inspector P/T
2	3	Electrical Inspector P/T
2	3	Fire Inspector P/T
2	3	Plumbing Inspector P/T
_	J	amoning inopositor 171
2	3	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST
2	3	Registered Environmental Health Specialist

2	3	Registered Environmental Health Specialist P/T
2	3	Sanitary Inspector
2	3	•
2	3	Sanitary Inspector P/T
2	4	SOCIAL WORKER
2	4	Geriatrics Specialist
2	4	Geriatrics Specialist P/T
2	4	Social Worker
2	4	Social Worker P/T
_	·	
2	4	VIDEO FIELD PRODUCER
2	4	Principal Video Field Producer
2	4	Video Field Producer
2	5	RECREATION SPECIALIST
2	5	Program Coordinator
2	5	Recreation Leader
2	5	Recreation Program Dev. Specialist
2	5	Recreation Specialist
2	5	Recreation Sports Specialist
2	5	TELECOMMUNICATOR I
2	5	DispatcherPost Train (3 years)
2	6	DRAFTSPERSON/INSPECTOR
2	6	Draftsperson
2	6	Draftsperson, Jr.
2	6	Draftsperson, Sr.
2	6	Field Inspector
2	6	Rodperson
2	6	PUBLIC HEALTH INVESTIGATOR
2	6	
		Public Health Inspector
2	6	Public Health Inspector P/T
2	6	Public Health Investigator
2	6	Public Health Investigator P/T
2	6	TELECOMMUNICATOR
2	6	DispatcherPost Train
2	7	INSPECTOR
2	7	Assessor Investigator
2	7	Assistant Building Inspector
2	7	Recycling Inspector
2	7	Zoning Inspector
2	7	Zoning Officer, Assistant

2	7	YOUTH COUNSELOR
2	7	Juvenile Counselor P/T
2	7	Youth Counselor P/T
2	8	VIDEO CAMERA OPERATOR
2	8	Associate Video Field Producer
2	8	Associate Video Field Producer P/T
_		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
2	8	TELECOMMUNICATOR TRAINEE
2	8	Dispatcher
2	8	ANIMAL CONTROL OFFICER
2	8	Animal Control Officer
2	O	Allimai Control Cinicol
2	8	RECREATION SPECIALIST, ASSISTANT
2	8	Recreation Leader, Assistant
2	9	BUILDING SERVICES
2	9	Building Services
2	9	Dog Warden
2	9	Dog Warden, Assistant
2	9	Maintenance
2	9	Watchman
2	9	Mr. Fix-It
2	9	IVII. I IX-IL
2	9	BUILDING SERVICES P/T
2	9	Mr. Fix-It P/T
2	9	METER READER
2	9	Meter Reader
2	9	Weter Reader
2	9	TRANSPORTATION DRIVER
2	9	Bus Driver
2	9	Transportation Driver
2	9	Van Driver
2	9	Van Driver, Sr.
2	9	Van Driver/Bus Driver
2	9	Van Driver/Bus Driver P/T
2	9	POLICE MATRON
2	9	Police Matron P/T
_	J	1 ones matter 1 / 1
2	9	CURATOR
2	9	Curator, Edison Township P/T
		•

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

- In the event that a recall is required in a given classification, employees shall be recalled in strict seniority order inverse to the sequence of layoff, with the employees having the most seniority being recalled first and the employees having the least seniority being recalled last. Upon a recall, employees on layoff may exercise their seniority to return to the classification formerly held or to 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 receipt slip is signed. If the employee is unable to receive written notice, for whatever reason, he shall be deemed to have received said notice five (5) working days after the notice is sent by the Township. A copy of said written notice will be given to the Union. Recalled employees shall be given up to five (5) working days after receiving certified notice of recall to return to Township employment before their recall rights are forfeited.
- 3. In the course of a recall, employees who have displaced less senior employees, as provided in Paragraph four (4), will be given the opportunity to return in seniority order to their former classifications.
- 4. When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits. The calculation of total period of continuous service, however, does not include the length of the period of the employee's layoff.
- I. An employee who is transferred or "bumped" as a result of a layoff, shall have his/her salary reduced to the highest salary in the lower classification to which the employee is bumped, provided that that salary is not higher than his/her current salary. When such an incident occurs the employee shall receive a salary equal to the next highest salary in the lower classification. In the event that an employee is transferred or "bumped" as a result of a layoff, into a job classification

which is in the same tier as the job classification from which he/she is displaced, he/she will not have his/her salary reduced.

- J. In all applications of seniority, departmental seniority shall be given preference in vacation schedules, overtime, personal days, and work shifts where a dispute arises between two or more employees.
- K. In matters of promotion or demotion, if qualifications, abilities and fitness are equal, than 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 DESCRIPTIONS/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. All Telecommunicators hired on or after June 30, 1995 shall be required to be certified in CPR as a prerequisite for employment
- C. All other training for Telecommunicator/Trainee, shall be paid for by the Township of Edison. Those employees who do not attend class during their work hours shall receive equal time off at a time when this does not interfere with the daily work schedule of that department.
- D. All Telecommunicators shall be required to meet New Jersey Office of Emergency Telecommunications Services (OETS) requirements and pass the Edison field training program.
- E. After being fully cleared by their training officer, the Telecommunicator Trainee's title shall be changed to Telecommunicator Operator.
- F. A Telecommunicator Operator who has completed three (3) years of employment as a Telecommunicator Operator shall have their title changed to Telecommunicator Operator I.
- G. A Telecommunicator Operator I who has completed five (5) years of employment as a Telecommunicator Operator I shall have their title changed to Telecommunicator Operator II. This shall take effect the January after completion of the five (5) years as a Telecommunicator Operator I. The anniversary date will be calculated using the January/July rule the year trainee becomes a Telecommunicator.
- H. For position of telecommunicators, other than trainees, the job description and requirement shall include acting as a training officer.

ARTICLE XXXVII

TELECOMMUNICATORS

- A. Training for Telecommunicator/Trainee, shall be paid for by the Township of Edison. Those employees who do not attend class during their work hours shall receive equal time off at a time when this does not interfere with the daily work schedule of that department.
- B. All Telecommunicators shall be required to meet New Jersey Office of Emergency Telecommunications Services (OETS) requirements and pass the Edison field training program.
- C. All Telecommunicators hired on or after June 30, 1995 shall be required to be certified in CPR as a prerequisite for employment.
- D. After being fully cleared by their training officer, the Telecommunicator Trainee's title shall be changed to Telecommunicator Operator.
- E. A Telecommunicator Operator who has completed three (3) years of employment as a Telecommunicator Operator shall have their title changed to Telecommunicator Operator I.
- F. A Telecommunicator Operator I who has completed five (5) years of employment as a Telecommunicator Operator I shall have their title changed to Telecommunicator Operator II. This shall take effect the January after completion of the five (5) years as a Telecommunicator Operator I. The anniversary date will be calculated using the January/July rule the year trainee becomes a Telecommunicator.
- G. 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 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 worked overtime. The rotating list shall not apply to overtime opportunities,

which consists of employees called in early on a scheduled work day or held over at the end of a

shift.

H. The hours of work for the Telecommunicator shall consist of eight (8) hours per day,

with one (1) hour paid lunch period. Telecommunicator shall work for four (4) days and then have

two (2) days off. Any change in shift schedules must be approved by the Business Administrator.

I. There shall be a shift differential of 3.5% (three and one-half percent) for

telecommunicators scheduled to work the second shift each day, and a shift differential of 4.0%

(four percent) for Telecommunicators scheduled to work the third shift each day. There shall be no

shift differential for Telecommunicators who work the first shift.

J. Telecommunicator Trainees hired during the term of this agreement shall serve a

probationary period which will expire (3) months after said employee becomes a Telecommunicator.

K. Telecommunicators shall receive a full complement of uniforms (4 Long Sleeve Shirts, 4

Short Sleeve Shirts and 4 Pair Pants or Skirts). Uniforms damaged while on duty will be replaced

by the Township as needed.

L. For position of telecommunicators, other than trainees, the job description and requirement

shall include acting as a training officer.

M. All telecommunicators 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 35 vacation days shall be capped

at the amount of vacation days earned as of January 1, 2003.

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N. All telecommunicators hired on or after June 30, 1995, shall adhere to the following vacation schedule (see Appendix C):

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

O. Telecommunicators shall receive a check for one hundred twenty (120) paid holiday hours per year in lieu of the above holidays specified in Article XVII. Payment will be made at the current rate of pay during the month of October.

ARTICLE XXXVIII

FULLY BARGAINED AGREEMENT

- A. The Employer and the Union agree that this agreement is the complete agreement between them and that no other understandings, agreements or past practices prior to the recognition of AFSCME 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 XXXIX

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.
 - I. 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.

<u>ARTICLE XXXX</u> <u>DURATION</u>

This agreement shall be in full force and effect as of January 1, 2002, and remain in effect to and including December 31, 2006 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than one hundred twenty (120) days prior to the expiration of this agreement.

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

For AFSCME Local 3269	For the Township of Edison
Robert E. Stephens, President	George A. Spadoro, Mayor
Laura Hansen, Vice President	Witness
Carole Christie, Executive Board Member	

APPENDIX A JOB TITLES

All employees hired, transferred or promoted into the unit after the date of execution of this contract shall be hired in one of the following job titles:

ACCOUNTANT

ACCOUNTANT, SR.

ADMINISTRATIVE ASSISTANT

ADMINISTRATIVE SECRETARY

ANIMAL CONTROL OFFICER

ASSESSOR, DEPUTY

BUILDING SERVICES

BUILDING SERVICES P/T

CHIEF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST

CLERK

COMMUNICATIONS COORDINATOR

COURT ADMINISTRATOR, ASSISTANT

COURT ADMINISTRATOR, DEPUTY

CURATOR

DESIGNER/INSPECTOR

DRAFTSPERSON/INSPECTOR

DRAFTSPERSON/SURVEYOR

HOUSING INSPECTOR

HOUSING INSPECTOR, SR.

INSPECTOR

INSPECTOR P/T, CE

INSPECTOR, CE

METER READER

OFFICE MANAGER

POLICE MATRON

PRINCIPAL DESIGN ENGINEER

PROCESSING CLERK

PUBLIC HEALTH INVESTIGATOR

PURCHASING CLERK

RECREATION SPECIALIST

RECREATION SPECIALIST, ASSISTANT

REGISTERED ENVIRONMENTAL HEALTH SPECIALIST

REGISTERED ENVIRONMENTAL HEALTH SPECIALIST, SR.

SECRETARY

SOCIAL WORKER

SPECIFICATION WRITER

SUBCODE OFFICIAL

SUBCODE OFFICIAL P/T

SUPERVISOR

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SUPERVISOR, ENGINEERING SERVICES
TELECOMMUNICATOR
TELECOMMUNICATOR I
TELECOMMUNICATOR II
TELECOMMUNICATOR TRAINEE
TELECOMMUNICATOR/ASSISTANT TAC OFFICER
TRANSPORTATION DRIVER
VIDEO CAMERA OPERATOR
VIDEO FIELD PRODUCER
YOUTH COUNSELOR
ZONING OFFICER

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

Executive Secretary	Business Administration
Executive Secretary	Police Chief
Executive Secretary	Fire Chief
Executive Secretary	Public Safety Director
Administrative Secretary	Business Administration
Administrative Assistant	Personnel Department
Administrative Secretary	
Administrative Secretary	Dept. of Law
Administrative Assistant	Mayor's Office

APPENDIX B

2002-2006 STARTING SALARIES

The starting salary for each job title is listed below. The current Township job title, as it relates to the new title, is also shown. Note: any employee promoted into a job title will maintain their current salary if that salary is higher than the starting salary listed below for the position. Note that "c" indicates that a clothing allowance shall be made payable as per Article XXX.

	ACCOUNTANT Accountant Accountant II	30,000
	ACCOUNTANT, SR. Accountant, Sr.	37,000
	ADMINISTRATIVE ASSISTANT Administrative Assistant Executive Engineering Assistant Executive Secretary	34,000
	ADMINISTRATIVE SECRETARY Administrative Secretary Principal Administrative Assistant Principal Administrative Secretary	26,500
C C	ANIMAL CONTROL OFFICER Animal Control Officer	21,000
C C	ASSESSOR, DEPUTY Assessor, Assistant Assessor, Deputy	50,000
C C C C C C	BUILDING SERVICES Building Services Dog Warden Dog Warden, Assistant Maintenance Watchman Mr. Fix-It	20,000
c c	BUILDING SERVICES P/T Mr. Fix-It P/T	10.00 per hour
c c c	CHIEF REGISTERED ENVIRONMENTAL HEALTH SPECIALIST Chief Registered Environmental Health Specialist Chief Registered Environmental Health Specialist P/T	50,000

c Chief Sanitary Inspector

CLERK

	OLLING		20,000
	Assistant Welfare Investigator		
	Clerk		
	Clerk P/T		
	Clerk Typist		
	Clerk Typist P/T		
	Clerk Typist, Sr.		
	Inspector Trainee		
	Liaison		
	Mail Clerk		
	Purchasing Clerk		
	Recreation Instructor/Clerical		
	Switchboard Operator		
	Title Search Clerk		
	Violation Clerk		
	Violation Clerk/Bilingual		
	COMMUNICATIONS COORDINATOR		35,000
			33,000
	Communication Specialist		
	Technical Coordinator, Principal		
	COURT ADMINISTRATOR, ASSISTAN	Г	35,000
	Assistant Court Administrator		
	Assistant Court Clerk		
	COURT ADMINISTRATOR, DEPUTY		27,000
	Deputy Court Administrator		21,000
	Deputy Court Clerk		
	Deputy Court Clark Violations		
	Deputy Court Clerk, Jr.		
	Deputy Court Clerk, Sr.		
С	CURATOR		11 per hour
С	Curator, Edison Township P/T		
С	DESIGNER/INSPECTOR		40,000
С	Chief Of Party		10,000
	Designer/Inspector		
С	•		
С	Principal Design Engineer, Associate		
С	Principal Design/Surveyor		
С	Principal Engineering Inspector		
С	Principal Field Inspector		
С	DRAFTSPERSON/INSPECTOR		29,000
С	Draftsperson		, -
004425 DC			
いいれれつに ベイ	W :040400 4	75	

20,000

С	Draftsperson, Jr.	
С	Draftsperson, Sr.	
С	Field Inspector	
С	Rodperson	
С	DRAFTSPERSON/SURVEYOR	35,000
С	Draftsperson/Surveyor	
С	Draftsperson/Transitperson	
С	Field Inspector, Sr.	
С	Inspector, Sr.	
С	Transitperson	
С	HOUSING INSPECTOR	35,000
C	Housing Inspector	00,000
С	Housing Inspector P/T	
O	Floading mapecial 171	
С	HOUSING INSPECTOR, SR.	42,000
С	Housing Inspector P/T, Sr.	,
С	Housing Inspector, Sr.	
	3 1 1 1 1 1 1 1 1 1 1	
С	INSPECTOR	25,000
С	Assessor Investigator	
С	Assistant Building Inspector	
С	Recycling Inspector	
С	Zoning Inspector	
С	Zoning Officer, Assistant	
	NIODEOTOD OF	05.000
С	INSPECTOR, CE	35,000
С	Building Inspector	
С	Electrical Inspector	
С	Fire Inspector	
С	Plumbing Inspector	
С	INSPECTOR P/T, CE	20 per hour
С	Building Inspector P/T	
С	Electrical Inspector P/T	
С	Fire Inspector P/T	
С	Plumbing Inspector P/T	
С	METER READER	20,000
С	Meter Reader	
	055105 11111055	
	OFFICE MANAGER	29,000
	Office Supervisor/35	
	Office Supervisor/40	
	Shelter Manager	

	POLICE MATRON Police Matron P/T	16 per hour
C C C C	PRINCIPAL DESIGN ENGINEER Design Engineer, Sr. Designer, Sr. Principal Design Engineer Principal Design/Party Chief	50,000
	PROCESSING CLERK Accounts Clerk Assessing Assistant Cashier Clerk Storekeeper, Jr. Clerk's Office Processing Clerk Code Enforcement Accounts Clerk Code Enforcement Processing Clerk Computer Operator Construction Code Office Principal Accounts Clerk/Teller Control Clerk Engineering Clerk Information Manager Payroll Clerk Principal Control Clerk Records and Information Manager Specialized Clerk Specialized License Clerk Victim's Rights Advocate/Alarm Enforcement Victim's Rights Advocate/Alarm Enforcement P/T	23,000
C C C C	PUBLIC HEALTH INVESTIGATOR Public Health Inspector Public Health Inspector P/T Public Health Investigator Public Health Investigator P/T	29,000
	PURCHASING CLERK Chief Storekeeper, Sr. Clerk Storekeeper, Sr. Principal Accounts Clerk Purchasing Clerk, Sr.	25,000
C C C C	RECREATION SPECIALIST Program Coordinator Recreation Leader Recreation Program Dev. Specialist Recreation Specialist	31,000

С	Recreation Sports Specialist	
C C	RECREATION SPECIALIST, ASSISTANT Recreation Leader, Assistant	20,000
C C C C	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST Registered Environmental Health Specialist Registered Environmental Health Specialist P/T Sanitary Inspector Sanitary Inspector P/T	35,000
c c c	REGISTERED ENVIRONMENTAL HEALTH SPECIALIST, SR. Registered Environmental Health Specialist P/T, Sr. Registered Environmental Health Specialist, Sr.	42,000
	SECRETARY Construction Code Office Administrative Control Clerk Firearms Licensing Coordinator Payroll Coordinator Secretary	25,000
	SOCIAL WORKER Geriatrics Specialist Geriatrics Specialist P/T Social Worker Social Worker P/T	32,000
	SPECIFICATION WRITER Specification Writer	27,000
C C C C	SUBCODE OFFICIAL Building Sub-Code Official Electrical Sub-Code Official Fire Sub-Code Official Plumbing Sub-Code Official	47,000
C C C C	SUBCODE OFFICIAL P/T Building Sub-Code Official P/T Electrical Sub-Code Official P/T Fire Sub-Code Official P/T Plumbing Sub-Code Official P/T	24 per hour
	SUPERVISOR Office Supervisor Public Works Office Supervisor Recreation Supervisor of Division of Aging Supervisor of Recreation	40,000

Supervisor of Utility
Tax Collector, Deputy

С	SUPERVISOR, ENGINEERING SERVICES	57,000
С	Supervisor Engineering Services	
С	Township Engineer, Assistant	
	TELECOMMUNICATOR	27,000
	DispatcherPost Train	
	TELECOMMUNICATOR I	30,000
	DispatcherPost Train (3 years)	
	TELECOMMUNICATOR II	37,000
	Dispatcher, Senior (5 years)	,
	TELECOMMUNICATOR TRAINEE	23,000
	Dispatcher	_5,555
	TELECOMMUNICATOR/ASSISTANT TAC OFFICER	39,000
	TRANSPORTATION DRIVER	20,000
	Bus Driver	
	Transportation Driver Van Driver	
	Van Driver, Sr.	
	Van Driver/Bus Driver	
	Van Driver/Bus Driver P/T	
С	VIDEO CAMERA OPERATOR	24,000
С	Associate Video Field Producer	
С	Associate Video Field Producer P/T	
С	VIDEO FIELD PRODUCER	32,000
С	Principal Video Field Producer	
С	Video Field Producer	
	YOUTH COUNSELOR	25 per hour
	Juvenile Counselor P/T	
	Youth Counselor P/T	
С	ZONING OFFICER	45,000
С	Zoning Officer	

All employees currently receiving a stipend (except stipends paid as a result of an appointment by an independent board or agency) shall have the stipend wrapped in to the base salary and eliminated effective January 1, 2004 according to the following example:

Base Salary = 25,000.00 Stipend = 2,000.00 Percent Increase 2004 = 3.3%

(25,000 + 2,000) * (1+.033) = 27,891.00

New 2004 Base Salary = 27,891.00

APPENDIX C

VACATION CALENDAR SCHEDULE

HIRED BET	WEEN DATES	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
		DAYS																		
1/1/1967	6/30/1967	45	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46
7/1/1967	12/31/1967	44	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45
1/1/1968	6/30/1968	44	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45
7/1/1968	12/31/1968	43	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44
1/1/1969	6/30/1969	43	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44	44
7/1/1969	12/31/1969	42	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43
1/1/1970	6/30/1970	42	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43	43
7/1/1970	12/31/1970	41	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42
1/1/1971	6/30/1971	41	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42
7/1/1971	12/31/1971	40	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41
1/1/1972	6/30/1972	40	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41	41
7/1/1972	12/31/1972	39	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
1/1/1973	6/30/1973	39	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
7/1/1973	12/31/1973	38	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39
1/1/1974	6/30/1974	38	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39	39
7/1/1974	12/31/1974	37	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38
1/1/1975	6/30/1975	37	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38	38
7/1/1975	12/31/1975	36	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37
1/1/1976	6/30/1976	36	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37
7/1/1976	12/31/1976	35	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
1/1/1977	6/30/1977	35	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36
7/1/1977	12/31/1977	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
1/1/1978	6/30/1978	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
7/1/1978	12/31/1978	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
1/1/1979	6/30/1979	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
7/1/1979	12/31/1979	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
1/1/1980	6/30/1980	32	33	34	35	33	35	35	35	35	35	35	35	35	35	35	35	35	35	35
7/1/1980	12/31/1980	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
1/1/1981	6/30/1981	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
7/1/1981	12/31/1981	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35
1/1/1982	6/30/1982	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35	35
7/1/1982	12/31/1982	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35
1/1/1983	6/30/1983	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35	35
7/1/1983	12/31/1983	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35	35

	HIRED BET	WEEN DATES	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
HIT 1984 6:30:1984 22 28 30 31 32 33 34 35 35 35 35 35 35			DAYS				-														
17111988	1/1/1984	6/30/1984	+								35	35	35	35	35	35	35	35	35	35	35
11/11/1986	7/1/1984	12/31/1984			29	30	31		33	34					35	35	35	35	35	35	35
1/1/1986	1/1/1985		27	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35	35
Tri/1986 12/31/1987 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35	7/1/1985	12/31/1985	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35
11/11/1987 12/31/1987 25	1/1/1986	6/30/1986	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35	35
Tri/1987 12/31/1987 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35	7/1/1986	12/31/1986	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35
11/11/1988	1/1/1987	6/30/1987	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35	35
7/1/1988 12/31/1989 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 35 35 35 35 35 35	7/1/1987	12/31/1987	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35
1/1/1989 6/30/1989 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 35 35 1/1/1989 12/31/1989 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 35 35 35 35 35 37 1/1/1990 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 35 35 35 37 1/1/1991 6/30/1991 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 35 1/1/1991 6/30/1991 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 35 1/1/1991 6/30/1991 22 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 1/1/1991 6/30/1991 22 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 1/1/1992 6/30/1992 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 1/1/1992 6/30/1992 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 1/1/1992 6/30/1992 20 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 1/1/1992 6/30/1993 20 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 1/1/1993 6/30/1993 20 20 21 22 23 24 25 26 25 25 25 25 25 25 25 25 25 25 25 25 25	1/1/1988	6/30/1988	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35	35
7/1/1989	7/1/1988	12/31/1988	23	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35
1/1/1990 6/30/1990 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35	1/1/1989	6/30/1989	23	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35	35
7/1/1990	7/1/1989	12/31/1989	22	23	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35
1/1/1991 6/30/1991 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35	1/1/1990	6/30/1990	22	23	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35	35
7/1/1991 12/31/1991 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 1/1/1992 6/30/1992 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 35 35 35 35 35 35 7/1/1992 12/31/1992 20 20 21 22 23 24 25 25 25 25 25 25 25 25 25 25 25 25 25	7/1/1990	12/31/1990	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35
1/1/1992	1/1/1991	6/30/1991	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	35	35	35	35
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1/1/1994 6/30/1994 15 20 20 20 20 20 20 25 25	1/1/1993	6/30/1993	20	20	21	22	23	24	25	25	25	25	25	25	25	25	25	25	25	25	25
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1/1/1995 6/30/1995 15 15 20 20 20 20 20 25 25 2	1/1/1994	6/30/1994	15	20	20	20	20	20	25	25	25	25	25	25	25	25	25	25	25	25	25
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7/1/1997 12/31/1997 10 15 15 15 20 20 20 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25	7/1/1996	12/31/1996	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25	25	25	25	25
1/1/1998 6/30/1998 10 15 15 15 15 20 20 20 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25	1/1/1997	6/30/1997	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25	25	25	25	25
7/1/1998 12/31/1998 10 10 15 15 15 20 20 20 20 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25	7/1/1997	12/31/1997	10	15	15	15	15	20	20	20	20	25	25	25	25	25	25	25	25	25	25
1/1/1999 6/30/1999 10 10 15 15 15 15 20 20 20 20 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25	1/1/1998	6/30/1998	10	15	15	15	15	20	20	20	20	25	25	25	25	25	25	25	25	25	25
7/1/1999 12/31/1999 10 10 10 15 15 15 15 20 20 20 20 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25	7/1/1998	12/31/1998	10	10	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25	25	25
1/1/2000 6/30/2000 10 10 10 15 15 15 15 20 20 20 20 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25	1/1/1999	6/30/1999	10	10	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25	25	25
7/1/2000 12/31/2000 10 10 10 15 15 15 20 20 20 20 25 25 25 25 25 25 1/1/2001 6/30/2001 10 10 10 15 15 15 20 20 20 20 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 25 <	7/1/1999	12/31/1999	10	10	10	15	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25
1/1/2001 6/30/2001 10 10 10 10 15 15 15 20 20 20 20 25 25 25 25 25 25 7/1/2001 12/31/2001 10 10 10 10 15 15 15 20 20 20 20 20 20 20 20 25 25 25 25 25	1/1/2000	6/30/2000	10	10	10	15	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25
7/1/2001 12/31/2001 10 10 10 10 10 15 15 15 15 20 20 20 20 20 20 25 25 25 25	7/1/2000	12/31/2000	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25
	1/1/2001	6/30/2001	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25	25	25	25	25
1/1/2002 6/30/2002 PR 10 10 10 10 15 15 15 20 20 20 20 25 25 25 25 25	7/1/2001	12/31/2001	10	10	10	10	10	15	15	15	15	20	20	20	20	20	20	25	25	25	25
	1/1/2002	6/30/2002	PR	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25	25	25	25

HIRED BET	WEEN DATES	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
		DAYS																		
7/1/2002	12/31/2002	PR	10	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25	25	25
1/1/2003	6/30/2003		PR	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25	25	25
7/1/2003	12/31/2003		PR	10	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25	25
1/1/2004	6/30/2004			PR	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25	25
7/1/2004	12/31/2004			PR	10	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25
1/1/2005	6/30/2005				PR	10	10	10	10	15	15	15	15	20	20	20	20	20	25	25
7/1/2005	12/31/2005				PR	10	10	10	10	10	15	15	15	15	20	20	20	20	20	25
1/1/2006	6/30/2006					PR	10	10	10	10	15	15	15	15	20	20	20	20	20	25
7/1/2006	12/31/2006					PR	10	10	10	10	10	15	15	15	15	20	20	20	20	20
1/1/2007	6/30/2007						PR	10	10	10	10	15	15	15	15	20	20	20	20	20
7/1/2007	12/31/2007						PR	10	10	10	10	10	15	15	15	15	20	20	20	20
1/1/2008	6/30/2008							PR	10	10	10	10	15	15	15	15	20	20	20	20
7/1/2008	12/31/2001							PR	10	10	10	10	10	15	15	15	15	20	20	20