

RESOLUTION R.205-042023

**RESOLUTION OF THE TOWNSHIP OF EDISON
AUTHORIZING MEMORANDUM OF AGREEMENT AND APPROVING A SUCCESSOR COLLECTIVE
BARGAINING AGREEMENT
WITH AFSCME LOCAL 3269**

WHEREAS, the Collective Bargaining Agreement between the Township of Edison (the “Township”) and the AFSCME Council Local 3269 (the “Local”), expired on December 31, 2022; and

WHEREAS, the Township and AFSCME, Local 3269 have entered into good faith negotiations for the purposes of reaching an agreement on a new Memorandum of Agreement (the “MOA”) to establish terms and conditions of a Collective Bargaining Agreement (the “CBA”) covering the period of January 1, 2023 through December 31, 2027; and

WHEREAS, said negotiations have resulted in an executed Memorandum of Agreement dated March 9, 2023, with terms that modify the prior Collective Bargaining Agreement; and

WHEREAS, the negotiation committees wish to recommend ratification and approval of a successor CBA in accordance with the terms of the March 9, 2023 Memorandum of Agreement (MOA) attached to this resolution; and

WHEREAS, the Union ratified the CBA on March 27, 2023;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE EDISON TOWNSHIP COUNCIL AS FOLLOWS:

1. The Township hereby approves the successor CBA with Local 3269 in accordance with the terms of the MOA attached hereto.
2. The Township authorizes the Mayor and Business Administrator to execute the CBA with AFSCME Local 3269 in the form so ratified and approved.
3. The Certifying Finance Officer has certified that the funds for the Agreement are available from and can be obtained from the Township and shall be included in the budget of the Township for the term of the Agreement.

THIS IS TO CERTIFY that this is a true and compared copy of an Resolution adopted by the Municipal Council of the Township of Edison at their Combined Meeting of April 24, 2023.



Cheryl Russomanno, RMC
Municipal Clerk

MEMORANDUM OF AGREEMENT

TOWNSHIP OF EDISON AND AFSCME LOCAL 3269

WHEREAS, the Township of Edison (hereinafter the “Township”) and AFSCME Local 3269 (hereinafter the “Union” or “Local 3269”) are parties to a Collective Negotiations Agreement which expired on December 31, 2022; and,

WHEREAS, the Township and the Union have conducted negotiations for a successor agreement; and,

NOW, THEREFORE IT IS AGREED, by and between the Township and the Union as follows:

1. Term:

- This Agreement shall be effective as of the first day of January 2023 and shall remain in full force and effect until the 31st day of December 2027.

2. Article I, Recognition:

- Section A & C: Revise Language – Inclusion of “AFSCME NJ Council 63”
- Add Section D: Workplace Democracy Enhancement Act

Pursuant to the New Jersey Workplace Democracy Enhancement Act:

The Union maintains the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of (30) and a maximum of (120) minutes, within (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

Within ten (10) calendar days from the date of hire of negotiations unit employees, public employers shall provide the Union the following contact information: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days the employer shall provide the Union updates relating to the aforementioned information.

Local Officers of the Union maintain the right to use the email systems of the employer to communicate unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

The employer shall not encourage negotiations unit members to resign or relinquish membership in an exclusive representative employee organization and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to an exclusive representative employee organization.

Employees who have authorized the payroll deduction of fees to employee organizations may revoke such authorization by providing written notice to their public employer during the 10 days following each anniversary date of their employment and shall be effective on the 30th day after the anniversary date of employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, and any other form 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 or the Workplace Democracy Enhancement Act.

3. **Article VI, Salaries and Longevity:**

- Section A: Add subsection – Effective January 1, 2023, all employees, other than telecommunicators, hired after July 1, 1993, shall receive longevity increases as follows:

Upon completion of 5 th Year of Service	\$1,000
Upon completion of 10 th Year of Service	\$1,500

- Section B: Revised Language*:

January 1, 2023	3.00%
January 1, 2024	3.00%
January 1, 2025	3.00%
January 1, 2026	3.00%
January 1, 2027	3.00%

*Salaries retroactively applied to January 1, 2023

- Add subsection B(1) – Effective January 1, 2023, the Township shall implement a minimum starting salary of \$35,000 for all full-time positions covered under this agreement. Full time employees who, at the time of this agreement’s execution, are receiving a salary less than \$33, 981, shall automatically have their salary adjusted to \$35,000. This increase will be made in lieu of the January 1, 2023 increase outlined in Section A. All employees whose salary is greater than \$33,981 shall receive pay raises outlines in Section A.

4. **Article VII, Hours of Work:**

- Section D: Revised Language – Increase per week on call compensation from “\$275” to “\$350”
- Section G: Revised Language – Reduce Training Bank from (40) hours to (36) hours. Revise “Late Afternoon Shift” from “1700-0300” to “1645-0245”.
- Section J: Add Language – “to be paid within 45 calendar days.”

5. **Article XI, Sick Days:**

- Section E(1): Add Language – Telecommunicators must make any and all efforts to report out sick to the Communications Burrow at least two (2) hours prior to the start of their shift.”
- Section H: Revised Language – “Major Illness is defined as either (1) a serious health condition; (2) a health condition which negatively impacts a person's daily function or quality of life; or (3) a serious health condition which excessively strains their caregivers.”

6. **Article XII, Leave of Absence With and Without Pay:**

- Section 2(a): Revised Language - “The Township agrees to provide up to six (6) weeks of maternity leave to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care. Eligible employees must have been employed by the Township for a minimum of twelve (12) months and have worked a minimum of 1,250 hours over the 12 months preceding the requested leave. Employee seeking to utilize maternity benefits must first utilize FLI benefits supplied to them in accordance with the New Jersey Family Leave Insurance Law. The Township further agrees to compensate the employee at 100% of their base salary minus benefits the employee is eligible to receive under FLI. Failure to apply for FLI

benefits will not increase the Township's obligation. As an example, an employee with a weekly base salary of \$1,200, who is eligible for weekly FLI benefits of \$650, shall only be eligible for \$550 from the Township."

7. **Article XVI, Insurance:**

- Section D(1): Remove POS Plan
- Section D(2): PPO Plan Revisions
 - o \$20 Co-Pay In-Network
 - o \$50 Emergency Room Co-Pay
 - o \$300/\$600 Out of Network Deductible
 - o Unlimited Short-Term Therapies
 - o 50 Chiropractic Visits Annually
 - o Claims for medical service shall be paid at the Fair Health rate of 85%
 - o Prescription (Non-Maintenance) Co-Pays:
 - \$0 Generic
 - \$5 Preferred (Medically necessary or no generic available)
 - \$20 non-preferred
 - o Prescription Maintenance Co-Pays:
 - Mail order 90-day supply follows non-Maintenance co-pay.
 - No Mail Order
 - \$25 Generic
 - \$30 Preferred
 - \$50 non-Preferred
 - o Diabetic Supplies & Durable Medical Equipment – 100% In Network
 - o Ambulance – 100%
 - o Private Duty Nurse – 100%
- Waivers – Waivers shall not be provided for dependent children, or spouses who are also employed by the Township.
- Flat waiver of \$3,500
- Employee health care contributions shall be made in accordance with Article XVI Section C.
- Modify Language, Section VI: Change "June 28, 2011" to "September 1, 2011"

7. **Article XXI, Deductions From Salary:**

- Section B – Revise Language – Inclusion of "AFSCME NJ Council 63" after New Jersey.

- Add Section: Union dues shall be taken out beginning a the time of hire.

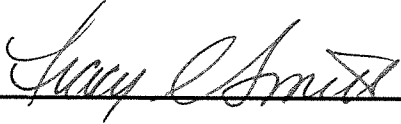
8. **Article XVII, Holidays:**

- Add Section H: Holiday pay shall be issued in accordance with Article VII, Hours of Work, Section C.

9. The MOA is subject to approval by the Township Council and ratification by the membership of the Union. Any terms from the prior agreement not addressed in this MOA are deemed incorporated into this agreement.

DATED: 3/9/23

AFSCME Local 3269



TOWNSHIP OF EDISON

