

ORDINANCE O.2273-2026

TOWNSHIP OF EDISON

AN ORDINANCE AMENDING CHAPTER 4 “PERSONNEL POLICIES,” SECTION 4-13
“MILITARY LEAVE,” SUBSECTION 4-13.X OF THE MUNICIPAL CODE OF THE
TOWNSHIP OF EDISON.

Chapter 4. Personnel Policies

§ 4-13. MILITARY LEAVE.

§ 4-13.1. Definitions

ACTIVE DUTY

Full-time duty in the active military service of the United States. Such term includes full-time training duty, annual training duty, and attendance, while in active military service, at a school designated as a service school by law or by the Secretary of the military department concerned. Such term does not include full-time National Guard duty.

DIFFERENTIAL PAY

Payment of salary by the Township that makes up the difference between an employee’s military active duty pay and their Township salary.

INACTIVE DUTY

A duty (other than full-time duty) prescribed for Reserves (including commissioned officers of the Reserve Corps 1 of the Public Health Service), or for members of the Space Force in a space force active status, by the Secretary concerned under section 206 of title 37 or any other provision of law; (B) special additional duties authorized for Reserves (including commissioned officers of the Reserve Corps 1 of the Public Health Service), or for members of the Space Force in a space force active status (as defined in section 101(e)(1) of title 10), by an authority designated by the Secretary concerned and performed by them on a voluntary basis in connection with the prescribed training or maintenance activities of the units to which they are assigned; and (C) training (other than active duty for training) by a member of, or applicant for membership (as defined in section 8140(g) of title 5) in, the Senior Reserve Officers’ Training Corps prescribed under chapter 103 of title 10. In the case of a member of the Army National Guard or Air National Guard of any State, such term means duty (other than full-time duty) under sections 316, 502, 503, 504, or 505 of title 32, or the prior corresponding provisions of law. Such term does not include (i) work or study performed in connection with correspondence courses, (ii) attendance at an educational institution in an inactive status, or (iii) duty performed as a temporary member of the Coast Guard Reserve.

NATIONAL GUARD DUTY

Pursuant to 32 USC § 101 (19) National Guard Duty means training or other duty, other than inactive duty, performed by a member of the Army National Guard of the United States or the Air National Guard of the United States in the member’s status as a member of the National Guard of a

State or territory, the Commonwealth of Puerto Rico, or the District of Columbia under section 316, 502, 503, 504, or 505 of this title for which the member is entitled to pay from the United States or for which the member has waived pay from the United States.

§ 4-13.12. Active-Duty Training and/or Service, State of New Jersey National Guard (Air/Army/Naval/State Guard Units).

The policy of the Township regarding any permanent or full-time employee, ~~not including any temporary or seasonal employee~~ of the Township, who is called to active duty training and/or service for any division of the New Jersey National Guard, subject to the provisions established under N.J.S.A. §38:21-1 - §38:23-8, and in addition to any benefits, rights or privileges set forth in any state or federal law, is as follows:

a. The Township ~~must~~ shall allow leave with full pay for any period of state active duty. The Township ~~must~~ shall allow leave for up to 90 aggregate work days per calendar year with full pay for any period of federal active duty or active duty training. If leave extends into a new calendar year, the employee will be eligible to receive full pay for an additional 90 aggregate work days of federal active duty or active duty training for that calendar year.

b. For employees who are called to federal active duty service in a combat zone, the Township will provide paid military leave for an additional 90 aggregate workdays per calendar year following the expiration of the initial, mandatory 90 aggregate work days per calendar year.

1. For employees who are commissioned officers, such additional paid military leave is limited to differential pay, which shall be calculated as the difference between the employee's Township pay and his/her all-inclusive military pay.

c. After expiration of 90 aggregate work days per calendar year for any period of federal active duty or active duty training, or after the expiration of 180 aggregate work days per calendar year for employees who are called to federal active duty service in a combat zone:

1. The Township has no obligation to pay the employee.

2. If the employee wishes to continue with Township-based health benefits, the employee must pay the premiums for said benefits.

3. If the employee chooses to suspend Township health benefits while on active duty training, said benefits will be reinstated immediately upon return to work.

d. The employee will continue to accrue vacation, personal and sick time during each period of military leave.

e. The employee does not lose seniority while on military leave.

f. The employee may (if he/she opts to do so) utilize accrued vacation, personal or accumulated time (but not sick time) for active duty training and/or federal active duty service that exceeds 90 paid days, but cannot be forced to do so.

§ 4-13.23. Active Duty Training and/or Service, Federal Reserves (Army/Naval/Air Force/Marine Corps/Space Force/Coast Guard Reserves and National Guard From Other States).

The policy of the Township regarding any **permanent or full-time** employee, ~~not including any temporary or seasonal employee~~ of the Township, who is called to active duty training and/or service for any division of the Federal Reserves, or for the National Guard from a state other than New Jersey, **subject to the provisions established under State Law and 38 U.S.C. §§ 4301-4335 and** in addition to any benefits, rights or privileges set forth in any state or federal law, is as follows:

a. The Township ~~must~~ **shall** allow leave with full pay for up to 30 aggregate work days per calendar year for any period of active duty training and/or service. If leave extends into a new calendar year, the employee will be eligible to receive full pay for an additional 30 days of active duty training and/or service for that calendar year.

b. Following the expiration of the statutory, mandated 30 aggregate work days per calendar year for any period of active duty training and/or service, the Township will provide paid military leave for an additional 60 aggregate work days per calendar year for any period of active duty training and/or service. ~~1. For employees who are commissioned officers,~~ Such additional paid military leave is limited to differential pay, which shall be calculated as the difference between the employee's Township pay and his/her all-inclusive military pay.

c. For employees who are called to active duty service in a combat zone, the Township will provide paid military leave for an additional ~~90~~ **150** aggregate work days per calendar year following the expiration of the initial, mandatory 30 aggregate work days per calendar year ~~and additional 60 aggregate work days per calendar year for any period of active duty training and/or service.~~

1. For employees who are commissioned officers, such additional paid military leave is limited to differential pay, which shall be calculated as the difference between the employee's Township pay and his/her all-inclusive military pay.

d. After expiration of 90 aggregate work days per calendar year for any period of active duty or active duty training, or after the expiration of 180 aggregate work days per calendar year for employees who are called to active duty service in a combat zone:

1. The Township has no obligation to pay the employee.

2. If the employee wishes to continue with Township-based health benefits, the employee must pay the premiums for said benefits.

3. If the employee chooses to suspend Township health benefits while on active duty training, said benefits will be reinstated immediately upon return to work.

e. The employee will continue to accrue vacation, personal and sick time during each period of military leave.

f. The employee does not lose seniority while on military leave.

g. The employee may (if he/she opts to do so) utilize accrued vacation, personal or accumulated time (but not sick time) for active duty training and/or federal active duty service that exceeds 90 paid days, but cannot be forced to do so.

§ 4-13.34. Inactive Duty Training.

The policy of the Township regarding any **permanent or full-time** employee, ~~not including any temporary or seasonal employee~~ of the Township, who is called to inactive duty training, in addition to any benefits, rights or privileges set forth in any state or federal law is as follows:

a. The Township shall allow leave with full pay for up to 24 aggregate work days per calendar year for any period of inactive duty training.

1. For employees who are commissioned officers, such additional paid military leave is limited to differential pay, which shall be calculated as the difference between the employee's Township pay and his/her all-inclusive military pay.

b. The employee will continue to accrue vacation, personal and sick time during each period of military leave.

c. The employee does not lose seniority while on military leave.

d. The employee may (if he/she opts to do so) utilize accrued vacation, personal or accumulated time (but not sick time) for inactive duty training that exceeds 24 paid days, but cannot be forced to do so.

FIRST READING **January 28, 2026**
FINAL READING **February 25, 2026**