

3-0691

STORAGE

Middlesex

12-05

AGREEMENT

between

Edison Township  
THE TOWNSHIP OF EDISON

and

SUPERIOR OFFICERS' ASSOCIATION,  
EDISON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL NO. 75, INC.

X January 1, 1983 through December 31, 1985

This contract is dedicated to the memory of  
Lieutenant Roy A. Cutter. His knowledge,  
assistance, and perserverance was a major factor  
in the development of the initial P.B.A. contract

PREPARED BY:-  
BOSCO-MC DONNELL ASSOCIATES  
Suite 209,  
18 Throckmorton Lane  
Old Bridge, New Jersey 08857  
(201) 727-3819

## TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	Recognition	1
ARTICLE II	Conducting Association Business	2
ARTICLE III	Bulletin Boards	4
ARTICLE IV	Grievance Procedures	5
ARTICLE V	Hours of Work and Work Schedule	9
ARTICLE VI	Overtime	10
ARTICLE VII	Holidays	12
ARTICLE VIII	Uniform Allowance	14
ARTICLE IX	Insurance and Legal Representation	15
ARTICLE X	Death in The Family	19
ARTICLE XI	Discrimination and Coercion	20
ARTICLE XII	Mutual Aid	21
ARTICLE XIII	Collective Negotiating Procedure	22
ARTICLE XIV	Sick Time	24
ARTICLE XV	Duration of Agreement	29
ARTICLE XVI	Savings Clause	30
ARTICLE XVII	Dues Check-Off	31
ARTICLE XVIII	Departmental Training	32
ARTICLE XIX	Post-Termination Employment	33
ARTICLE XX	Termination Entitlement	34
ARTICLE XXI	Personal Days	35
ARTICLE XXII	Educational Benefits	37
ARTICLE XXIII	Employer Rights	39
ARTICLE XXIV	Welfare and Pension Benefits	41
ARTICLE XXV	Vacations	42
ARTICLE XXVI	Compensatory Time	44
ARTICLE XXVII	Organizational Chart	45
ARTICLE XXVIII	Wages	46
ARTICLE XXIX	Federal or State Law	49

		<u>Page</u>
ARTICLE XXX	Outside Employment	50
ARTICLE XXXI	Personnel Files	51
ARTICLE XXXII	Additional Employee Rights	53
ARTICLE XXXIII	Joint Commission	55
ARTICLE XXXIV	Continuation of Benefits	56
ARTICLE XXXV	Discipline, Discharge or Suspension	57
ARTICLE XXXVI	Arbitration	58

ARTICLE I  
RECOGNITION

Section 1

The TOWNSHIP OF EDISON [TOWNSHIP/EMPLOYER] hereby recognizes the SUPERIOR OFFICERS' ASSOCIATION, affiliated with P.B.A. Local #75, Inc. [S.O.A.] as the sole and exclusive representative for collective negotiations with respect to wages, hours of work, and all other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A:5.3 et. seq. as supplemented and amended.

Section 2

Included in said unit shall be all employees of the Edison Police Department who are of the rank of Sergeant, Lieutenant, and Captain.

Section 3

Excluded from the negotiations unit shall be all other Township employees including, but not limited to, the Chief of Police and the Deputy Chief/s of Police.

Section 4

The Employer reserves the right to seek clarification of the bargaining unit for subsequent contract years in accordance with law.

## ARTICLE II

### CONDUCTING ASSOCIATION BUSINESS

#### Section 1

The Chief Representative or designee shall be granted time off to conduct the business of the S.O.A. as required. The administrative officials of the Township or the Chief of Police or designee shall not deny a reasonable request for time off with pay. Such approval shall be subject to Departmental manning requirements.

#### Section 2

Representatives of the S.O.A. shall not be transferred from their present job assignments except as necessary for the efficient operation of the Police Department. If a transfer is made for a bona fide managerial reason, when the need for the transfer has been met the employee shall be offered the option of returning to the original assignment.

#### Section 3

Representatives of the S.O.A. shall be excused from duty without loss of pay to attend all local S.O.A. meetings, providing that such attendance does not require the recall of off duty Superiors to bring the Department up to its proper effectiveness.

Section 4

The Township shall permit members of the S.O.A. Negotiations Committee to attend collective negotiations sessions during duty hours without loss of pay or benefits.

Section 5

The Employer agrees to extend the benefit of the "Uniform Funeral Detail", as outlined in the P.B.A. contract, to the S.O.A. Said benefit shall be administered in accordance with the stipulations as outlined in the P.B.A. Agreement.

Section 6

A selected superior officer shall be permitted time off without loss of pay or benefits to serve as an alternate delegate to the State or National Convention of the P.B.A., annually. Said time off shall be no more than four (4) days excluding travel time. Air travel time shall be approved by the Chief of Police.

Section 7

Should the State P.B.A. amend its by-laws permitting a separate Superior Officer Local or Division, a delegate from the Edison S.O.A. would be afforded the same benefits as the current delegate from the Edison P.B.A. #75 contract.

ARTICLE III  
BULLETIN BOARDS

Section 1

The Employer shall permit the S.O.A. reasonable use of all bulletin boards located in the respective police facilities for posting notices concerning S.O.A. business and activities dealing with the welfare of the Employees.

Section 2

The Employer shall designate one (1) board or one-half (1/2) of an existing board exclusively for the use of the S.O.A. Said use of one half of a pre-existing board shall not be in conflict with any other collective negotiations agreement between the Township and any other negotiations unit.

ARTICLE IV

GRIEVANCE PROCEDURES

Section 1

"Grievance" defined: A grievance shall be a claim either by the Employer, an Employee or by the Association that either the Employer, an individual Employee, group of Employees or the Association has been harmed by either the interpretation or application of the terms and conditions of this Agreement and other conditions of employment; or

A grievance shall be a claim either by an Employee or by the Association that either an individual Employee, group of Employees or the Association has been harmed by either the interpretation or application of Employer Police Rules and Regulations as have heretofore been adopted or as may in the future be duly adopted.

Section 2

The following procedures shall be followed with reference to grievances:

A. All attempts shall be made to resolve any grievance on an informal basis by means of discussion and negotiations between the individuals involved, the Association and the Employer by and through the Chief of Police or his/her designee. If informal attempts to resolve the dispute fail then formal grievance procedures may be instituted in accordance with this article.



B. Complaints may be initiated by an individual Employee, group of Employees or by the Association, in writing, which complaint shall be lodged not more than fifteen (15) days from the happening of an event giving rise to a dispute, with the Chief of Police or his/her designee. Notice of said complaint shall be given to all interested or affected persons including superior officers in the chain of command.

C. Upon filing of a complaint pursuant to paragraph B above, said complaint/s, the Chairperson of the Employees Grievance Committee and the Chief of Police or his/her designee shall within five (5) days of said filing, meet and attempt to settle the matter. If a satisfactory settlement is reached, same shall be reduced to writing and signed by the parties.

D. If a settlement is not reached pursuant to paragraph C above, then the Chief of Police or his/her designee and the Chairperson of the Employee Grievance Committee shall each file a written report of their findings of facts, conclusions and recommendations with the Director of Public Safety within ten (10) days of the meeting as set forth in paragraph C above. The Director of Public Safety shall then schedule a hearing date not later than ten (10) days from the date of receipt of said findings, conclusions and recommendations and shall notify the interested parties in writing of said hearing date.

E. Upon compliance with the requirements of paragraph D above, the Director of Public Safety shall conduct a hearing present at which shall be the interested persons, the Chief of Police and the Chairman of the Employee Grievance Committee. The Director of Public Safety shall make all reasonable attempts to arrive at a settlement satisfactory to all parties. If said dispute is settled upon agreement of the parties, the agreement shall be reduced to writing and signed by the Director of Public Safety, the Chief of Police, the Chairman of the Employees Grievance Committee and the aggrieved party/ies. If the Director is unable to obtain an amicable settlement, he/she shall within ten (10) days render a written decision resolving the dispute which written decision shall be served upon the respective parties.

F. If the aggrieved party disagrees or objects to the decision of the Director he/she shall within ten (10) days of receipt of said written decision, demand, in writing, arbitration of the grievance in accordance with Article XXXVI, Arbitration, as hereinafter set forth, except that a grievance of a Rule of Regulation as may have heretofore been adopted or may in the future be adopted which rule or regulation is not in conflict with this Agreement and does not affect the interpretation and application of this Agreement shall not be subject to arbitration.

G. The Director of Public Safety shall have the final decision with reference to grievances dealing with the interpretation of application of Employer Police Rules and Regulations subject to the right of an Employee or the Association to appeal said Director's decision by means of legal proceedings in the courts of this State and the United States.

H. It is understood that the Employer may file a grievance concerning the interpretation and application of this Agreement which, if said grievance cannot be amicably resolved through negotiations with the Association and the Employer's representatives, shall be submitted to arbitration pursuant to Article XXXVI, Arbitration.

ARTICLE V

HOURS OF WORK AND WORK SCHEDULE

Section 1

A. The work day shall consist of not more than eight consecutive hours in a twenty-four (24) hour period, except mutually agreed to by the parties hereto.

B. Each Superior officer shall have sixteen (16) consecutive hours off duty after a tour of eight (8) hours unless otherwise mutually agreed by the parties hereto.

Section 2

The tours of duty shall be continued as they are currently in force. Tour Superiors shall work tours of four (4) consecutive work days followed by two (2) days off. All non-tour officers shall work a regular five-day week, or in accordance with current practice in effect as of this date.

Section 3

On the declaration of an official emergency, as defined in N.J.S.A. 40A:14-133, 40A:14-134, and 40A:14-135, the provisions above shall not apply.

ARTICLE VI

OVERTIME

Section 1

Schedule tours of duty shall not be changed unless four (4) dayd advance notice is given except in an emergency defined by N.J.S.A. 40A:14-134. Whenever an Employee's scheduled work hours are changed, except in an emergency, the Employee is to receive time and one-half for the newly scheduled hours, if a change is made within said four (4) days notice.

Section 2

Overtime duty shall be assigned on a rotating basis whenever practical, with consideration given but not limited to the following factors:

- A. Qualifications of the Employee.
- B. Individual expertise.
- C. Seniority with rank.
- D. Demands of the particular assignment.

Section 3

Employees will be scheduled for all duty-related appearances in Municipal Court while on duty. Where this is not possible, they will be paid at the rate of time and one-half (1 1/2) their regular salary for all off-duty appearances, with the minimum pay of four (4) hours or the actual hours spent, whichever is greater. If an Employee is scheduled for an off-duty Municipal Court appearance, it is his/her obligation to immediately notify the

Municipal Court Clerk and the Division Commander. If they are unable to reschedule the officer's appearance to coincide with his/her regular on-duty time then the officer shall be paid. If the Employee fails to provide this immediate notification then this provision will not apply.

Section 4

Whenever an Employee is required to be placed on standby alert during any twenty-four (24) hour period, the officer shall be paid two (2) hours of overtime pay at time and one-half (1 1/2), in addition to any other time the officer is called in.

Section 5

Any Employee called in for any period of time during off-duty hours on his/her regular schedule for duty, the Employee shall receive a minimum of two (2) hours of overtime pay at time and one-half (1 1/2). If called in on an off-duty day, the officer shall receive no less than eight (8) hours of overtime pay at the rate of time and one-half (1 1/2).

Section 6

An Employee shall receive payment at time and one-half (1 1/2) for all legitimate off-duty police related activities pertaining to criminal matter.

## ARTICLE VII

### HOLIDAYS

#### Section 1

All members of the Department shall receive fifteen (15) paid holidays annually which shall be compensated by payment, in a lump sum amount to each member of the Department prior to November 15th of the contract year.

The fifteen (15) paid holidays are as follows:

- A. New Year's Eve (1/2) day)
- B. New Year's Day
- C. Lincoln's Birthday
- D. Washington's Birthday
- E. Good Friday
- F. Memorial Day
- G. Independence Day
- H. Labor Day
- I. Columbus Day
- J. Election Day
- K. Veteran's Day
- L. Thanksgiving Day
- M. Friday subsequent to Thanksgiving Day
- N. Christmas Day
- O. Christmas Eve (1/2 day)
- P. Martin Luther King's Birthday

#### Section 2

When the Mayor of Edison declares a holiday or when the Municipal Offices are closed due to emergencies, weather or any other reason, the Employees of this Department shall receive monetary compensation as provided in this Article.

Section 3

The holiday pay factor shall be computed on the basis of 243 work days per year and fifteen holidays.

Section 4

The Employee Association and its members agree to relinquish all litigation rights on computations of holiday pay prior to the year 1977.

Section 5

Any Employee who actually works on Christmas Day, New Year's Day, July 4th, Thanksgiving Day, Memorial Day, Labor Day, Lincoln's Birthday, Washington Birthday shall receive, in addition to his/her regular compensation and holiday pay, two (2) hours pay at time and one-half (1 1/2). The eight (8) holidays shall run from 12:00 am to 12:00 am and an Employee, in order to qualify for said payment, must work his complete eight (8) hours shift, and at least one-half (1/2) of his shift must be served on the holiday in question.



ARTICLE VIII

UNIFORM ALLOWANCE

Section 1

The Township agrees to issue each Superior a check in the amount of six hundred dollars (\$600.00) for clothing maintenance to be paid annually, as soon as mechanically possible after final budget approval. In addition to this allowance, the Township will pay for replacement or repairs to any part of clothing damaged in the line of duty, including prescription glasses and watches; the payment for watches not to exceed fifty dollars (\$50.00) and other payments not to exceed replacement cost.

Section 2

To qualify for said payment, it must be clearly demonstrated by the Officer that said clothing was damaged in the line of duty showing documentation of said damage in police incident reports as a minimum requirement.

Section 3

Payment for watches will be made only if at least two (2) estimates are provided and approval is obtained from the Business Administrator. Payment will be made only if request is accompanied by a "paid" receipt. Eye glasses shall not require the two(2) preliminary estimates or approvals. Payment for prescription glasses shall be made when request for payment is accompanied by a "paid" receipt.

ARTICLE IX

INSURANCE AND LEGAL REPRESENTATION

The Employer and the Bargaining Unit agree to be bound by the mandatory provisions of N.J.S.A. 40A:14-155 which is hereby incorporated by reference.

A. CIVIL ACTIONS

Section 1

The Employer agrees to continue to maintain in full force and effect all insurance coverage now provided by the Employer for the benefit of, and covering Employees of the Employer and specifically Employees who are members of the bargaining unit covered by this Agreement.

Section 2

The Employer agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit covered by this Agreement and shall undertake to defend or arrange for the defense of members of the bargaining unit. In the event of a judgement against a member of the bargaining unit arising out of or incidental to the performance of his/her duty, the Employer agrees to pay for said judgement or arrange for the payment of said judgement.

Section 3

The Employer reserves the right to determine in what manner legal advice, counsel, representation and defense shall be afforded

to members of the bargaining unit, including, but not limited to, the providing of necessary liability insurance, and other form of insurance protection which the Employer may deem necessary and adequate in its direction.

B. CRIMINAL, QUASI-CRIMINAL AND DISCIPLINARY ACTION

Section 1

The Employer is not required to furnish the means of defense in a disciplinary proceeding instituted against a member of the bargaining unit by the municipality.

Section 2

The Employer is not required to furnish the means of defense in a criminal or quasi-criminal proceeding instituted as a result of a complaint on behalf of the Employer against a member of the bargaining unit.

Section 3

If any such disciplinary or criminal, or quasi-criminal proceeding mentioned above, instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the member of the bargaining unit, said member shall be reimbursed for the expense of his/her defense as hereinabove provided.

C. REIMBURSEMENT FOR LEGAL EXPENSES SUBSEQUENT TO FAVORABLE DETERMINATION AS TO A MEMBER OF THE BARGAINING UNIT

Section 1

In the event that a member of the bargaining unit is found liable in a disciplinary, criminal, or quasi-criminal proceeding

complaint, and he retains private legal counsel in his defense, the Employer will reimburse him/her in the event of a final and favorable determination as to a member of the bargaining unit, in an amount not to exceed the prevailing amount the Township pays the Township attorney for legal representation.

### Section 2

In any disciplinary proceeding, criminal action or quasi-criminal action in which there is more than one count or allegation complained of against a member of the bargaining unit the finding of guilt as to any one count of the allegation shall relieve the Employer from any obligation to reimburse the member of the bargaining unit for legal fees. The Director of Public Safety will review all disciplinary charges brought against an Employee to determine the propriety and efficacy of said charges.

### Section 3

The obligation of the Employer to pay reimbursement fees hereunder is limited solely to reasonable attorney fees and other reasonable costs of litigation and for no other expenses or financial obligation incurred by the member of the bargaining unit.

### D. LITIGATION OCCURRING OUTSIDE OF THE SCOPE OF EMPLOYMENT

Representation in either criminal or civil litigation which arise from acts, conduct and/or events outside of the scope of employment shall not give rise to Township liability to furnish an attorney or reimbursement for same.

E. CRIMINAL CHARGES THAT ARISE WITHIN THE SCOPE OF EMPLO

The Township will reimburse any Employee in the barg unit at the prevailing rate it pays the Township attorney legal representation to defray incurred reasonable attorney and reasonable litigation costs.

ARTICLE X

DEATH IN THE FAMILY

Section 1

An Employee shall be granted three (3) working days off with full pay upon the death of a wife, husband, son, daughter, parent, brother, sister, grandparent, all step relatives of similar degree, and brothers, sisters, parents and grandparents or Employee's spouse.

Section 2

An Employee shall be granted one (1) working day off with full pay in case of death of a relative not enumerated in Section 1 above, or a person who had unusually close relationship with the Employee for the purpose of attending the funeral. Such leave is subject to the prior approval of the Chief of Police.

Section 3

An Employee shall also be granted a reasonable time off with full pay for the purpose of travel time, if the funeral is out of the state. Such time off is subject to the prior approval of the Chief of Police.

ARTICLE XI

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the S.O.A. because of membership or activity in the S.O.A. The S.O.A. shall not intimidate or coerce Employees into membership. Neither the Employer nor the S.O.A. shall discriminate against any Employee because of race, creed, color or national origin, or political affiliation.

ARTICLE XII

MUTUAL AID

Employees, while rendering aid to another community at the direction of their superiors, shall be fully covered by Workman's Compensation and Liability Insurance and pension as provided by State law.



ARTICLE XIII

COLLECTIVE NEGOTIATING PROCEDURE

Section 1

Collective negotiations with respect to conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Mayor of the Township and the Chairperson of the S.O.A. shall be the respective bargaining agents for the parties.

Section 2

Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3

Employees of the Employer who may be designated by the S.O.A. to participate in collective negotiating meetings called for the purpose of the negotiation of an agreement will be excused from their work assignments during hours of negotiation.

Section 4

No representative of the Employer shall meet with any member of the negotiating unit other than an authorized representative of the S.O.A. nor shall any member of the negotiating unit without specific authority of the S.O.A. meet with a representative of the Employer for the purpose of discussing wages, hours or conditions of employment or other matters which are properly subjects of collective negotiations between the parties without prior notification to the S.O.A. and the Township of such meeting

and without the presence at such meeting of a representative of the S.O.A. designated by the President/Chairman of the S.O.A. and a representative of the Employer.

Section 5

The aforesaid provisions of Section 4 are not intended to prohibit, restrain, interfere with or affect in any way, the collective negotiating process or labor management relation activities between the parties including, but not limited to, meetings and discussions between authorized representatives of the Employer and the S.O.A. during the terms of this Agreement. The grievance procedure set forth in this Agreement and any other meetings or discussions required under this Agreement or necessary to the proper implementation or performance of the terms of this Agreement.

ARTICLE XIV

SICK TIME

Section 1

Each member shall be granted one and one-quarter (1 1/4) sick days per month for a total of fifteen (15) days per year up to the time of termination of employment. Sick time shall be cumulative and each member shall be paid for each such accumulated time in the following manner:

- A. Members will be paid for one-half (1/2) of the total amount of sick days accrued from the year 1963 to date of termination of employment, if the termination occurs while in good standing, at a rate equal to the highest salary attained at the time of termination of employment by that member terminating employment excluding overtime.
- B. Members will be paid the remaining fifty percent (50%) of the accumulated sick days as terminal leave; payment to be made at a rate equal to the highest salary attained by that member terminating employment, if termination occurs while in good standing and excluding overtime.
- C. Payments made in accordance with (A) and (B) above shall be made by lump sum on the day of termination of employment or the nearest pay day thereafter.

## Section 2

The heirs, assigns or designees of a member whose employment is terminated by death and while in good standing, shall receive the payments as set forth in Section 1, paragraphs A, B, C of this Article.

## Section 3

Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section 1, paragraphs A, B, C of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made on the date that said Employee would have been eligible for retirement and had remained a member of the Edison Police Department or payments shall be made on the nearest pay day thereafter.

## Section 4

After all accrued sick time is taken, members will be granted an extension for illnesses which are not service connected for an additional forty-five (45) days. Time taken after such extension shall be deducted from their salary.

## Section 5

Sick days taken in excess of fifteen (15) days per year after the extension is granted pursuant to Section 4 above must be replenished before accrued time will begin again.

## Section 6

Hospital confinement and major illness or injury shall be treated in the following manner:

- A. Any member who is confined to a hospital for non-related service injuries or illness, for any period up to one year, will not be charged under sick time. Any time over one year will be subject to review and time may or may not be deducted.
- B. Members who enter the hospital and/or suffer a major illness shall request, as soon as possible, a letter from the attending physician, indicating the type of illness and recommended recuperative time. This letter shall be sent to the Chief of Police.
- C. After verification of the recommended recuperative time is made by the Township appointed physician, if such verification is requested, and such recuperation time is completed, the Employee shall return to duty. An Employee failing to return to duty after completion of such time shall have sick time deducted for each day he/she fails to return to duty.
- D. Reasonable recuperative time shall not be deducted from accrued sick time.
- E. The Employee shall receive full pay during the periods as set forth herein.

Section 7

Service connected disabilities shall be treated in the following manner:

- A. Members who are injured while in the performance of duty or who sustain an illness directly related to the police occupation, will receive up to one year sick leave, not chargeable under sick time regulations. After a period of one (1) year, the illness will be reviewed on a monthly basis and further sick leave will be either approved or denied.
- B. Any service connected disability must be verified both the police reports and also in accordance with General Orders governing medical verification.
- C. The Employee shall receive full pay during the periods as set forth herein but will endorse and turn over to the Employer any compensation checks received during said time of disability.

Section 8.

Any member of the Department who reports in for duty and subsequently reports off duty due to illness within four (4) hours from shift start will have charged against sick time those hours actually not worked. Members who report off sick this four (4) hour limit will not lose any sick time. Notwithstanding the provisions of this Section, the Mayor or Director of Public Safety shall determine whether sick time be charged in his/her absolute discretion and the decision not be subject to arbitration but same shall be grievable.

Section 9

Whenever certification of illness is required to be made by the Township appointed physician under the terms of this Article, said physician's decision shall be final.

Section 10

All active Employees who were police officers prior to 1963 will receive eight (8) sick days per year of service up to 1963. No Employee may accumulate more than 243 days for purposes of retirement benefits as set forth in Sections 1, 2, 3 of this Article.

Section 11

All Employees who accumulate more than 243 sick days during their course of employment as a police officer in the Township of Edison, shall receive said days in excess of 243 days as terminal leave and shall be paid during said period of terminal leave.

ARTICLE XV

DURATION OF AGREEMENT

Section 1

This Agreement shall continue in full force and effect until December 31, 1985.

Section 2

Negotiations for the year beginning January 1, 1986 shall commence by October 15, 1985, with representatives of the Superior Officers' Association, affiliated with P.B.A. Local No. 75, and the Township representatives.

Section 3

This Agreement shall be effective commencing January 1, 1983, notwithstanding date of execution hereof and all salaries and benefits as set forth herein shall be retroactive to January 1, 1983.

Section 4

In the event such negotiations do not result in a new executed Agreement by December 31, 1985 the parties agree to continue the negotiations and all terms and conditions of the within Agreement shall continue in full force and effect until the new Agreement is agreed upon and executed.



ARTICLE XVI

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or an court of competent jurisdiction, or through government resolution or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XVII

DUES CHECK-OFF

The Township shall deduct from the wages of all personnel covered by this Agreement who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from each bi-weekly paycheck and deliver to the Association on the first of each month the previous month's dues collection.

ARTICLE XVIII  
DEPARTMENTAL TRAINING

Section 1

The Employer may provide an in-service training program for all Employees. The Employees who participate in training programs shall be compensated for time spent in the program by either monetary payment or compensatory time off.

Section 2

One (1) box of 9 mm ammunition shall be provided for each Employee, at that Employee's request, per month for the purpose of firearms practice, which practice shall be regulated by the returning of the full box of expended shells to such persons as management shall designate as the person to receive said box of expended shells.

ARTICLE XIX

POST-TERMINATION EMPLOYMENT

Any Employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that the Employee investigated or was involved in prior to the termination of services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to the Employees in the rank held immediately prior to termination, exclusive of overtime.

ARTICLE XX

TERMINATION ENTITLEMENT

Upon termination, a Superior officer shall be paid for all earned but deferred benefits such as wages, accrued compensatory time, overtime pay, holiday pay, and accrued vacation time. In the event of the death of said Superior officer the above cited benefits shall be paid to the officer's estate.

ARTICLE XXI

PERSONAL DAYS

Section 1

Four (4) personal days on a non-cumulative basis shall be granted to each Employee and shall be categorized as emergency and non-emergency days off.

Section 2

An Employee may take a non-emergency day off by giving a minimum of forty-eight (48) hours written or oral notice and no reason or excuse shall be required of the Employee in order to obtain said non-emergency personal day. Said request for a personal day may be approved by said Employee's immediate superior or other superior in that Employee's chain of command. Said request for a personal day shall be subject to manpower requirements but said request shall not be unreasonably denied.

Section 3

Any Employee who requests an emergency day off must request same in the following manner:

- A. Report in personally or call by telephone directly to the Bureau Commander requesting a personal day off and giving a brief description of the emergency. This call or personal contact must be made at least one (1) hour prior to the start of the Employee's shift.
- B. If the Bureau Commander is not available, the call or personal contact should go to the Watch Commander.

C. If the Watch Commander is not available, the call or personal contact should go to the highest ranking Superior officer on duty

Section 4

Any Employee who has one of said personal days denied may carry over that day for one (1) additional year. It must be used or lost in the year following the denial.

## ARTICLE XXII

### EDUCATIONAL BENEFITS

#### Section 1

Any Employee who attends school shall be reimbursed for the cost of tuition and academic fees for all undergraduate courses taken in the field of law enforcement or in the pursuit of a formal police science program leading to an undergraduate degree. Such undergraduate courses and programs shall be subject to the recommendation of the Chief of Police with prior approval by the Director of Public Safety. A copy of paid tuition and fee bill shall be submitted to the Business Administrator for reimbursement. Tuition and academic fees shall not be reimbursed in cases where a grade of less than "C" is attained.

#### Section 2

Tuition and fees will not be reimbursed where other educational programs pay such costs.

#### Section 3

Textbook reimbursement for courses meeting the requirements of Section 1 of this article shall only be for those textbooks that are officially required by the school. Reasonable attendance shall be made to accommodate an Employee including revising hours of employment in order that said course or courses may be successfully completed.



#### Section 4

Each Employee who is endeavoring to obtain a police science or related degree as outlined in Section 1 above, shall receive educational incentive pay in the amount of fifteen (\$15.00) dollars per credit per year, commencing when said officer earns forty (40) credits. Said payment shall be made each year based upon the total number of accumulated credits to a maximum of one hundred (100) credits. Thus once an officer has accumulated forty (40) credits he receives  $40 \times 15 = \$600$  (Six hundred dollars). The officer would continue to receive payment for those and any other additional credits earned, up to one hundred (100) credits, each year thereafter. Credits earned in any given calendar year shall be deemed to have been earned January 1 of that year and the officer shall be paid accordingly.

#### Section 5

All other sources of funding (Federal and State) should be exhausted prior to application to the Employer for reimbursement. Materials concerning such opportunities will be posted by the Employer on an appropriate bulletin board.

ARTICLE XXIII

EMPLOYER RIGHTS

Section 1

The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and Department Rules and Regulations as follows:

- A. To direct Employees of the Edison Police Department.
- B. To hire, promote, transfer, demote, discharge or take other disciplinary action against Employees.
- C. To relieve Employees from duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the municipal operations entrusted to them.
- E. To determine the methods, means and personnel by which such operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the municipality in situations of emergency.
- G. Standards for promotion shall be established with input on these standards between the Director of Public Safety, or designated representative, and the representatives of the S.O.A.

## Section 2

No lockout of Employees shall be instituted by the municipal Employer during the terms of this Agreement. The S.O.A. agrees that during the term of this Agreement, neither it or its Employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with the normal work of the municipality.

## Section 3

In the event that S.O.A. members participate in such activities in violation of this provision, the S.O.A. shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any Employee participating in this prohibitive activities may be disciplined by the Employer.

ARTICLE XXIV

WELFARE AND PENSION BENEFITS

Section 1

The Employer agrees to provide coverage for all Employees and their dependents, at no cost to the Employee, with medical and hospitalization coverage equivalent to the present health benefits now provided.

Section 2

A dental program with coverage at least equivalent to that presently available shall be continued for all Employees and their dependents.

Section 3

The Employer will cover all Employees and their dependents at no cost to said Employee and without a deductible clause, with a prescription plan.

Section 4

The Employer will cover all Employees and their dependents at no cost to said Employee and without a deductible clause, with an optical plan.

Section 5

All health benefits as set forth above shall be continued in full force and effect for all retired Employees, their spouse and dependents or deceased Employee's spouse and dependents. Dependent coverage is for all children up to age 23 and who reside with the Employee or Employee's spouse and who are unmarried.

ARTICLE XXV

VACATIONS

Section 1

The agreed annual vacation periods to Employees are as follows:

- A. One (1) year to the end of the fifth (5th) year of completed service - fourteen (14) working days.
- B. Beginning of the sixth (6th) year to the end of the tenth (10th) year of completed service - twenty-one (21) working days.
- C. Beginning of the eleventh (11th) year to the end of the fifteenth (15th) year of completed service - twenty-eight (28) working days.
- D. Beginning of the sixteenth (16th) year to the end of the twentieth (20th) year of completed service - thirty-five (35) working days.
- E. Beginning of the twenty-first (21st) to the end of the twenty-fifth (25) year of completed service - forty-two (42) working days.

Section 2

Vacation leave, subject to the approval of the Chief of Police, or designee, may be taken at times in units of full working days from one full day to twelve full working days. Vacation time in excess of twelve (12) consecutive full working days may be taken with the approval of the Chief of Police or the Director of Public Safety.

Section 3

Subject to other provisions of this contract and dependent on manpower or squad strength, two (2) Superior officers shall be permitted off on each shift in order to go on vacation, and said two Superior officers on each shift shall be permitted off during the same period of time.

Section 4

Any Superior officer who was originally hired by the Employer between January 1st and June 30th, shall be credited with a full year of service for purposes of vacation entitlement.

ARTICLE XXVI

COMPENSATORY TIME

Section 1

Compensatory time may be accepted through the mutual consent of the Employer and the Employee in lieu of payment for overtime.

Section 2

An Employee who agrees to accept compensatory time in lieu of overtime payment will be compensated at the rate of one and one-half (1 1/2) hours for each hour worked.

Section 3

Compensatory time off must be taken by the Employee within sixty (60) days. If an Employee makes a request for time off and is refused prior to the expiration of the sixty-day period, he/she shall request in writing monetary compensation for time accrued and be paid within thirty (30) days of said request.

ARTICLE XXVII

ORGANIZATIONAL CHART

The Employer shall establish a Table of Organization for the Police Department specifically setting forth minimum manpower requirements for all divisions and bureaus and specifically setting forth the number and rank of Superior officers in each division and bureau. A copy of said chart shall be given to the S.O.A. Any changes made by the Employer to the Table of Organization shall be given to the S.O.A.



ARTICLE XXVIII

WAGES

Section 1

All Employees shall receive a pay raise for the calendar years 1983 (seven percent) 7%; 1984 (seven percent) 7%; 1985 (eight percent) 8%. Said raises shall be retroactive to January 1 of each year.

Section 2

In addition to the above salaries, a longevity payment shall be paid as hereinafter fixed and determined. Such longevity pay to be considered as additional compensation and shall be considered part of the Employee's salary for retirement benefits.

Longevity Scale

Two and one-half percent (2 1/2%) after the first five (5) years.

One-half percent (1/2%) every year thereafter until such time as the Employee retires as a Police Officer in the Township of Edison.

Section 3

There shall be a 12.5% salary differential between each rank in the Department.

Section 4

A shift differential of 9.5% above the Employee's base salary shall be paid to each Employee who works on the midnight shift.

A shift differential of 4.5% above the Employee's base salary shall be paid to each Employee who works on the afternoon shift.

Midnight shift shall consist of all hours actually worked between 11:00 pm and 8:00 am.

Afternoon shift shall consist of all hours actually worked between 3:00 pm and 11:00 pm.

Day shift is from 8:00 am to 3:00 pm.

When an Employee's time is divided between two shifts as defined above, the Employee shall be paid at the rate of the higher of the two shifts worked provided that he/she has worked at least four (4) hours on the higher of the two shifts.

#### Section 5

It being recognized that employment as a Police Officer is a difficult, arduous and often times hazardous occupation, each and every Employee shall receive the sum of two hundred dollars (\$200.00) per year payable in one lump sum as soon as mechanically possible after final budget approval of that year, which monies shall be designated as hazard pay.

#### Section 6

A cost of living adjustment clause (C.O.L.A.) shall be instituted and administered in the following manner:

- A. The scale to be used in determining the adjustment shall be the New York Metro-Northeastern New Jersey Consumer Price Index (CPI-U), all items included.

- B. Any increase in the CPI-U under ten percent (10%) for 1984 and under eleven percent (11%) in 1985 or beyond shall not activate this clause in either of the two (2) respective years or beyond.
- C. Any increase in the CPI-U above ten percent (10%) in 1984 and eleven percent (11%) in 1985 or thereafter shall be paid retroactively to January 1 of the affected year.
- D. Said payment shall be computed by taking the percentage of increase beyond the threshold number of the respective year and multiplying that with the Employee's base salary of the affected year. The product shall be paid in one lump sum or in installments. (This is to be decided by March 15 of the following year.) Payment to be made or installments to commence by April 15. Thus, should the CPI-U for 1984 increase by 10.8% then the increase above 10%, or 0.8%, shall be multiplied to the Employee's 1984 salary. The determination as to method of payment, then, would be made by March 15, 1985 and payment would commence April 15, 1985.

ARTICLE XXIX

FEDERAL OR STATE LAW

Nothing in this Agreement shall be interpreted to deprive any rights guaranteed to either the Employer or Employee by Federal, State or Local law.

ARTICLE XXX

OUTSIDE EMPLOYMENT

An Employee may accept and be employed in any occupation during nis/her off duty hours, providing such occupation is not in any violation of Federal, State or Local law, and providing that such occupation does not cause a conflict of interest with nis/her job as a police officer.

The Employee shall be required to obtain the permission of the Employer before the Employee obtains other employment.

ARTICLE XXXI  
PERSONNEL FILES

Section 1

There shall be one Edison Police Department employee file.

This file shall consist of all personal data concerning the Employee; such as: Achievement Records, Employment Data, Medical or Disability Data and Founded Disciplinary Data. The Chief of Police shall assign a member of the Department to act as custodian of these files. The Employer shall notify the Employee within reasonable time of any material considered to be detrimental to the Employee which is to be included in the file. The Employee shall have the right to examine said material and include a rebuttal.

Section 2

The Employee shall have the right to review his/her file at a reasonable time. Any detrimental material, except for charges leading to conviction or discipline, can be removed through the Grievance Procedure.

Section 3

Any informal complaints, or misconduct in office charges, which have led to conviction of discipline of an Employee, shall remain in the personnel file according to the expungement clause in the Edison Police Department's Rules and Regulations. The responsibility for removal shall rest with the Employee.

Section 4

Any formal complaint charges shall remain in the personnel file until adjudication.

Section 5

No person shall be permitted to review said personnel file except the Chief and Deputy Chief of Police, the custodian of the personnel files, the Director of Public Safety, or designee, and the Employee.

Section 6

Civilian assistants may add data to the personnel file under the direction and control of the custodian of the personnel files.

Section 7

A log indicating the date, time and person reviewing the files shall be kept in each file.

Section 8

During the course of an on-going investigation concerning a given Employee, that Employee shall not have access to his/her file.

Section 9

Any Employee shall have the right to review his/her file once per year without giving notice, but the review must be made during regular business hours. At any other time, twenty-four hours advance notice must be given.

ARTICLE XXXII

EMPLOYEES RIGHTS

Section 1

The Employee shall have the right at all times to refuse to take a polygraph or other lie detector tests and shall have the right to refuse to testify against him/herself at his/her disciplinary hearing.

Section 2

The Employer shall render decisions within six months after the close of a disciplinary hearing concerning an Employee. If a decision is not rendered within the aforesaid time period, the decision shall be deemed to have been in favor of the Employee against whom the charge or charges have been brought. This section shall be prospective in application only and shall not apply to charges brought prior to the execution of this contract, but shall only apply to charges brought after date of execution.

Section 3

When a complaint is either anticipated or filed against an Employee, he/she shall not be required nor instructed to make a report concerning same prior to any interrogation. This shall not relieve the Employee from his/her responsibilities to file routine reports required in the course of duty.

Section 4

The Employee shall have the right to consult with and have present a S.O.A. representative prior to any disciplinary



or investigatory hearing or session. Said Employee shall not be forced into answering any questions prior to the arrival of said representative.

ARTICLE XXXIII  
JOINT COMMISSION

Section 1

There shall be a standing committee called the Police Procedures and Equipment Committee consisting of no more than four (4) police officers, the Chief of Police, and the Township Business Administrator which shall study equipment and uniforms used in law enforcement and shall make recommendations to the Director of Public Safety concerning the purchase of and use of recommended equipment. Such recommendations shall not be subject to the grievance procedure.

Section 2

The Township Business Administrator shall be the Chairman of said standing committee and will schedule meetings as requested by the members of said committee at a mutually convenient time.

Section 3

The committee membership may consist of any combination of patrol officers and Superior officers as selected by the Employee Associations but the total number of Employee members shall not exceed four.

ARTICLE XXXIV

CONTINUATION OF BENEFITS

All benefits, terms, and conditions of employment presently enjoyed by Employees herein that have not been included in this contract shall be continued in full force and effect.



ARTICLE XXXV

DISCIPLINE, DISCHARGE OR SUSPENSION

No Employee shall be disciplined, demoted, or discharged without just cause.

ARTICLE XXXVI

ARBITRATION

Section 1

Any grievance or other matter in dispute involving the interpretation of application of the provisions of this Agreement not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator provided it is not specifically exempt from said arbitration process.

Section 2

Only the S.O.A. or the Township may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to present a list of arbitrators from which the parties shall choose three (3) names as agreed between the parties. Said arbitrator will hear the arbitration in the manner set forth in the Rules and Regulations of the New Jersey Public Employment Relations Commission.

Section 3

The decision of the arbitrator shall be in writing and shall include the reasons for such findings and conclusion.

Section 4

The decision of the arbitrator shall be final and binding on the Association and the Employer.

Section 5

In the event of a change in the law governing the New Jersey Public Employment Relations Commission of its rules and regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one names remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Association.

Section 6

The cost of said arbitration shall be borne equally except representation costs, expert testimony costs and verbatim transcript costs - all of which shall be borned by the party incurring said costs.

SUPERIOR OFFICERS ASSOCIATION  
Affiliated with Township of Edison  
P.B.A. Local #75, Inc.

Kenneth Patton  
KENNETH PATTON, CHAIRMAN S.O.A.

Michael Hritz  
MICHAEL HRITZ, CHAIRMAN S.O.A.

TOWNSHIP OF EDISON

Anthony M. Yelencsics  
ANTHONY M. YELENCICS, Mayor

John A. Delesandro  
JOHN A. DELESANDRO, Business Admin.

ATTEST:

Lucille Tucker  
LUCILLE TUCKER, Township Clerk

Dated: OCTOBER 4, 1984