

AGREEMENT

between

Edison, Township of  
THE TOWNSHIP OF EDISON

and

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 75, INC.

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X JANUARY 1, 1986 through DECEMBER 31, 1988

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Prepared by:

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ARTICLE I

RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive representative for the collective negotiations with respect to rates of pay, wages, hours of work, and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A:5.3 as supplemented and amended.

B. Included in the negotiating unit shall be those employees of the Township within the Division of Police Department of Public Safety whose job titles are Patrol Officer.

C. Excluded from the bargaining unit are the following positions: Chief, Deputy Chief and all other superior officers including Sergeant, Lieutenant and Captain.

D. The Employer reserves the right to seek clarification of the bargaining unit for subsequent contract years.

## ARTICLE II

### CONDUCTING ASSOCIATION BUSINESS

A. The Employer shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey State P.B.A., or his/her designee, to conduct Association business on the State or Local level and to attend monthly State, County Conference and scheduled Tri-County Conference meetings which require their attendance.

If regular scheduled tours of duty are on a day of a meeting, then the delegate shall be excused for that day's tour of duty or if regular scheduled tour of duty hours are between the hours of 11:00 pm to 8:00 am the day after the meeting then, at the delegate's option, he/she is entitled to his/her choices of day off.

B. The President or designee shall also be granted similar time off to conduct Association business as required by the Association and the administrative officials of the Township of Edison or the Chief of Police shall not deny a reasonable request for time off with pay. Such approval is subject to Departmental manning requirements.

C. Officers of this Association shall not be transferred from their present job assignments except as necessary for the

efficient operation of the Edison Division of Police. If the transfer is made for bona fide managerial reasons, when the need for the transfer has ended the employee shall be offered the option of returning to the original assignment.

D. Officers of this Association shall be excused from duty without loss of pay to attend all local Association meetings, providing that such attendance does not require the recall of off duty policemen to bring the Department up to its proper effectiveness.

E. The Employer shall permit members of the Association Negotiating Committee to attend collective negotiation sessions during duty hours without loss of pay.

F. The Employer agrees to recognize and support a uniform funeral detail consisting of up to four (4) Association members, representing the Local Department, the detail to be selected by the Association, in an official capacity to attend funerals in and out of state for law enforcement officers who have given their lives in the line of duty, and within a geographical circumference of three hundred (300) miles. Not more than a total of four (4) members of this Association and of the Edison Superior Officers Association shall be picked under this provision as representatives of Edison Township.

The Employer also agrees to grant time off without loss of pay for the four (4) members of the funeral detail picked as representatives of Edison Township. If their regular scheduled tour of duty shall be that of the day of the funeral or if regular

scheduled hours are between the hours of 11:00 pm and 8:00 am the day after the funeral then at the officer's sole option the officer shall be entitled to choice of day off. One (1) member of the detail shall be allowed off on an assigned shift.

#### G. Conventions

1. The Employer agrees to grant the necessary time off without loss of pay, including reasonable travel time to members of the Association selected as delegates to attend any State Convention of the New Jersey State Policemen's Benevolent Association as provided under NJSA 40A:14-177, but not more than three (3) to include the delegate and two (2) alternates.

2. Similar time off without loss of pay shall also be granted whether to the past President or the President of the Association.

3. Time off shall be granted for the duration of the entire convention. Any travel time shall be subject to the prior approval of the Chief of Police.

H. The duly elected delegate to the New Jersey State Policemen's Benevolent Association shall receive compensatory time at straight time off for all off duty time spent in attending State, County and Local meetings of the Policemen's Benevolent Association.

I. An office will be supplied to the Association in the municipal building for its sole use and occupancy.

ARTICLE III

BULLETIN BOARD

The Employer shall permit the Association reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning Association business and activities dealing with the welfare of the Employees, and the Employer shall designate one (1) board exclusively for the use of the Association.

## ARTICLE IV

### GRIEVANCE PROCEDURES

A. "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.

B. The following procedures shall be followed with reference to grievances:

1. 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 and his/her designee. If informal attempts to resolve the dispute fail then formal grievance procedures may be instituted in accordance with this Article.

2. 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.

3. Upon the filing of a complaint pursuant to Paragraph 2 above said complaintant(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.

4. If a settlement is not reached pursuant to Paragraph 3 above, then the Chief of Police or his/her designee and the Chairperson of the Employees' 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 3 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.

5. Upon compliance with the requirements of Paragraph 4 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 Employees' 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 said 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.

6. 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 or Regulation as may 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.

7. The Director of Public Safety shall have the final decision with reference to grievances dealing with the interpretation or 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.

8. 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

A. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties hereto.

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

C. The tours of duty shall be continued as they are currently in force. Tour officers 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 the practice in effect as of this date.

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

## ARTICLE VI

### OVERTIME

A. Scheduled tours of duty shall not be changed unless four (4) days advanced 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.

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

1. Qualifications of the Employee
2. Individual expertise
3. Seniority with rank
4. Demands of the particular assignment

C. 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 ( $1\frac{1}{2}$ ) 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 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.

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

E. 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 ( $1\frac{1}{2}$ ). 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 ( $1\frac{1}{2}$ ).

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

## ARTICLE VII

### HOLIDAYS

A. 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:

1. New Year's Eve ( $\frac{1}{2}$  day)
2. New Year's Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday subsequent to Thanksgiving Day
14. Christmas Day
15. Christmas Eve ( $\frac{1}{2}$  day)
16. Martin Luther King's Birthday

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

C. The holiday pay factor shall be computed on the basis of 243 work days per year and fifteen (15) holidays.

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

E. Any Employee who actually works on Christmas Day, New Year's Day, July 4th, Thanksgiving Day, Memorial Day, Labor Day, Lincoln's Birthday, Washington's Birthday shall receive, in addition to his/her regular compensation and holiday pay, two (2) hours pay at time and one-half ( $1\frac{1}{2}$ ). 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) hour shift, and at least one-half ( $\frac{1}{2}$ ) of his shift must be served on the holiday in question.

ARTICLE VIII  
UNIFORM ALLOWANCE

The Township agrees to issue each officer a check in the amount of six hundred dollars (\$600) for 1986 and seven hundred dollars (\$700) for 1987 and 1988 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) and other payments not to exceed replacement cost.

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.

Payment for watches or prescription glasses 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 the request for reimbursement is accompanied with 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

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.

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 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.

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 any other form of insurance protection which the Employer may deem

necessary and adequate in its discretion.

B. CRIMINAL, QUASI-CRIMINAL AND DISCIPLINARY ACTION

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.

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.

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

1. In the event that a member of the bargaining unit is charged in a disciplinary criminal or quasi-criminal proceeding or complaint and he retains private legal counsel in his defense the Employer shall reimburse 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.

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 charge.

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 EMPLOYMENT

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

ARTICLE X  
DEATH IN THE FAMILY

A. 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 of Employee's spouse.

B. An Employee shall be granted one (1) working day of absence with full pay in case of death of a relative not enumerated in Section A. 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.

C. 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 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 Association because of membership or activity in the Association. The Association shall not intimidate or coerce Employees into membership. Neither the Employer nor the Association 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 provided by State law.

## ARTICLE XIII

### COLLECTIVE NEGOTIATING PROCEDURE

A. 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 President of the Association shall be the respective bargaining agents for the parties.

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

C. Employees of the Employer who may be designated by the Association 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.

D. No representative of the Employer shall meet with any member of the negotiating unit other than an authorized representative of the PBA nor shall any member of the negotiating unit without specific authority of the PBA 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 PBA and the Township of such meeting and without the presence at such meeting of a representative of the PBA designated by the President of the PBA and a representative of

the Employer.

E. The aforesaid provisions of Section D. 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 PBA 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

A. Each member shall be granted one and one-quarter ( $1\frac{1}{4}$ ) 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:

1. Members will be paid for one half ( $\frac{1}{2}$ ) 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 his/her employment excluding overtime.

2. 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 his/her employment, if termination occurs while in good standing and excluding overtime.

3. Payments made in accordance with (1) and (2) above shall be made by lump sum on the day of termination of employment or the nearest day thereafter.

B. 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 A.-1,2, and 3 of this Article.

C. Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section A.-1,2,3 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.

D. 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.

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

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

1. Any member who is confined to a hospital for nonrelated service injuries, major illness, for any period up to one year, will not be charged sick time. Any time over one year will be subject to review and time may or may not be deducted.

2. 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.

3. 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 officer shall return to duty. An officer 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.

4. Reasonable recuperative time shall not be deducted from accrued sick time.

5. The Employee shall receive full pay during the periods as set forth herein.

G. Service connected disabilities shall be treated in the following manner:

1. Members who are injured while in the performance of duty or who sustain illness directly related to the police occupation, will receive up to one (1) 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 approved or denied.

2. Any service connected disability must be verified by the police reports and verified by the Township appointed physician.

3. 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.

H. Any member of the Department who reports for duty and subsequently reports off duty due to illness within four (4) hours from shift start will be charged against sick time only those hours actually not worked. Members who report off sick after 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 shall be charged in his/her absolute discretion and the decision shall not be subject to arbitration but same shall be grievable.

I. 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.

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

K. 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

- A. This Agreement shall continue in full force and effect until December 31, 1988.
- B. Negotiations for the year beginning January 1, 1989 shall commence by October 15, 1988, with representatives of PBA Local #75 and the Township representatives.
- C. This Agreement shall be effective commencing January 1, 1986, notwithstanding date of execution hereof and all salaries and benefits as set forth herein shall be retroactive to January 1, 1986.
- D. In the event such negotiations do not result in a newly executed Agreement by December 31, 1988, 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 any court of competent jurisdiction, or through government regulation 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-monthly pay check and deliver to the Association on the first of each month the previous month's dues collection.

ARTICLE XVIII  
DEPARTMENTAL TRAINING

A. 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.

B. One (1) box of 9mm 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 held immediately prior to termination, exclusive of overtime.

ARTICLE XX

TERMINATION OF ENTITLEMENT

Upon termination, an officer shall be paid for all earned but deferred benefits such as wages, accrued compensatory time, overtime pay, holiday pay and accrued vacation time.

ARTICLE XXI

PERSONAL DAYS

A. 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.

B. An officer 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 officer 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.

C. Any officer who requests an emergency day off must request same in the following manner:

1. Report in person 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 officer's shift.

2. If the Bureau Commander is not available, the call or personal contact should go to the Watch Commander.

3. If the Watch Commander is not available, the call or

personal contact should go to the highest ranking officer on duty.

D. Any officer 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.

E. Each officer shall receive for their birthday an additional personal day off which is to be administered as per procedure outlined in this Article.

ARTICLE XXII  
EDUCATIONAL BENEFITS

A. Any officer 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 the paid tuition and fee bill shall be submitted to the Business Administrator for reimbursement. Tuition and academic fees will not be reimbursed in cases where a grade of less than "C" is attained.

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

C. Textbook reimbursements for courses meeting the requirements of Section A. of this Article shall only be for those textbooks that are officially required by the school. Reasonable attempts shall be made to accommodate an Employee including revising his hours of employment in order that said course or courses may be successfully completed.

D. Each Employee who is endeavoring to obtain a police science related degree as outlined in Section A. above, shall receive

educational incentive pay in the amount of fifteen dollars (\$15.00) 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 up to a maximum of one hundred (100) credits. Thus once an officer has accumulated forty (40) credits he receives  $40 \times 15 = \$600.00$  (Six hundred dollars). He 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 on January 1 of that year and the officer shall be paid accordingly.

E. 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

A. 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:

1. To direct Employees of the Edison Police Department.
2. To hire, promote, transfer, demote, discharge or take other disciplinary action against Employees.
3. To relieve Employees from duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the municipal operations entrusted to them.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the municipality in situations or emergency.
7. Standards for promotion shall be established with input on these standards between the Director of Public Safety,, or his/her designated representative and the representatives of the PBA.

B. No lockout of Employees shall be instituted by the municipal Employer during the terms of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its

officers, Employees or members will engage in, encourage, sanction, support, or suggest any strike, 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.

C. In the event that Association members participate in such activities in violation of this provision, the Association 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 these activities may be disciplined by the Employer.

## ARTICLE XXIV

### WELFARE AND PENSION BENEFITS

A. 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.

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

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

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

E. 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 the age 23 who reside with the Employee or Employee's spouse and who are unmarried.

ARTICLE XXV

VACATIONS

A. The agreed annual vacation periods to Employees are as follows:

1. One (1) year to the end of the fifth (5th) year of completed service--fourteen (14) working days.

2. Beginning of the sixth (6th) year to the end of the tenth (10th) year of completed service--twenty-one (21) working days.

3. Beginning of the eleventh (11th) year to the end of the fifteenth (15th) year of completed service--twenty-eight (28) working days.

4. Beginning of the sixteenth (16th) year to the end of the twentieth (20th) year of completed service-- thirty-five (35) working days.

5. Beginning of the twenty-first (21st) to the end of the twenty-fifth (25th) year of completed service--forty-two (42) working days.

B. Less than one (1) year's time shall be prorated at the rate of one (1) working day per month of service.

C. Any employee whose employment commences between January 1 and June 30 shall be credited with a full year of service for purposes of vacation entitlement computation in succeeding years. Vacation time in the first year of service shall be prorated at the rate of one (1) working day per month of service. Commencing with the 1986

Agreement and thereafter, Employees hired after June 30 shall receive pro rata service credit of one (1) additional vacation day per month for each month worked for purposes of vacation entitlement following the anniversary date of their employment at the completion of their fifth (5th) year of service and every fifth (5th) year multiple thereafter.

D. Vacation leave, subject to the approval of the Chief of Police or his/her designee, may be taken at times in units of full working days from one full day to twelve (12) consecutive full working days. Vacation time in excess of twelve (12) consecutive full working days may not be taken except if there is no conflict with other members of that officer's squad, and the other members of said squad agree that the officer may take more than twelve (12) consecutive full working days.

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

ARTICLE XXVI

COMPENSATORY TIME

- A. Compensatory time may be accepted through the mutual consent of the Employer and the Employee in lieu of payment for overtime.
- B. An Employee who agrees to accept compensatory time in lieu of overtime payment will be compensated at the rate of one and one half (1½) hours for each hour worked.
- C. Compensatory time off must be taken by the officer 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 PBA President. Any changes made by the Employer to the chart shall be given to the PBA President.

ARTICLE XXVIII

WAGES

A. Employees shall receive a wage increase of seven percent (7%) for the calendar year of 1986, seven percent (7%) for the year 1987 and eight (8%) for the year 1988. Said raises shall be retroactive to January 1 of each year.

B. 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 officers's salary for retirement benefits.

LONGEVITY SCALE

Two and one-half percent (2½%) after the first five (5) years.

One-half percent (½%) every year thereafter until such time as the Employee retires as a police officer in the Township of Edison.

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

D. A shift differential of 9.5% above the Employee's base salary shall be paid to each officer who works on the midnight shift. A shift differential of 4.5% above the Employee's base salary shall be paid to each officer who works on the afternoon shift. Midnight shift shall consist of all hours 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. Where an Employee's time is divided between two (2) shifts as defined above, the officer 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.

D. 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.

E. A cost of living adjustment clause (COLA) shall be instituted and administered in the following manner:

1. 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.

2. 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.

3. 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.

4. 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 9.9% no payment would be made but 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 the Employee by Federal State or Local law.

ARTICLE XXX  
OUTSIDE EMPLOYMENT

An officer may accept and be employed in any occupation during his/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 his/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

A. There shall be one (1) 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.

B. 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.

C. Any informal complaints, or misconduct in office charges, which have led to conviction or 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.

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

E. 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 his/her designee and the Employee.

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

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

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

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

ARTICLE XXXII

ADDITIONAL EMPLOYEE RIGHTS

A. 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 himself at his disciplinary hearing.

B. The Employer shall render decisions within six (6) 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.

C. 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 officer from his/her responsibilities to file routine reports required in the course of his/her duties.

D. The Employee shall have the right to consult with and have present a PBA representative prior to any disciplinary or investigatory hearing or session. Said officer shall not be forced into answering any questions prior to the arrival of said representative.

ARTICLE XXXIII

JOINT COMMISSION

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.

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

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 (4).

ARTICLE XXXIV  
CONTINUATION OF BENEFITS

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

ARTICLE XXXV

DISCIPLINE, DISCHARGE OR SUSPENSION

A. No Employee shall be disciplined or discharged without just cause, except those officers who have probationary status.

B. Probationary Employees may be discharged without cause during the first twelve (12) months of employment.

ARTICLE XXXVI

ARBITRATION

A. Any grievance or other matter in dispute involving the interpretation or 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.

B. Only the PBA 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.

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

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

E. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its Rules and Regulations which would in any way effect 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 name 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and/or clerks and their corporate seals to be placed hereon, in the Township of Edison, New Jersey, on this 13<sup>th</sup> day of May, 1986.

FOR THE TOWNSHIP OF EDISON:

BY: [Signature]

Witness: [Signature]

FOR PBA #75:

BY: O. [Signature] Pres.

Witness: [Signature] V-PRES.

[Signature] Delg.  
[Signature] TREAS.