

AGREEMENT

between

THE TOWNSHIP OF EDISON

and

THE SUPERIOR OFFICERS' ASSOCIATION
AFFILIATED WITH THE EDISON TOWNSHIP
POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL #75, INC.

January 1, 2009 through December 31, 2013

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AGREEMENT

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ARTICLE I

RECOGNITION

A. The Employer hereby recognizes the Superior Officers' Association, (S.O.A), affiliated with PBA Local #75, Inc., 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 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 Sergeant, Lieutenant, and Captain.

C. Excluded from the bargaining unit are the following positions: Chief of Police, Deputy Chief of Police, and all other police officers below the rank of Sergeant, and all other employees of the Township.

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

ARTICLE II

CONDUCTING ASSOCIATION BUSINESS

A. The Association President or designee of the S.O.A. shall be granted time off, with pay, to conduct the business of the S. O. A. as required. The administrative officials of the Township, or the Chief of Police, or his/her designee shall not deny reasonable request for time off with pay. Such approval shall be subject to department manning requirements.

B. The employer shall grant time off without loss of pay to the President, Vice President, and Delegate of the S. O. A., regardless of manpower requirements, to conduct Association business on the National or State level including two (2) conventions (National and State,) and to attend all S O. A. meetings which require their attendance and air travel time to be approved by the Chief of Police. The delegate shall also be granted time off as required without loss of pay for the same reasons noted above subject to manpower requirements.

C. Representatives of the S. O. A. shall not be transferred from their present job assignments except as necessary for the efficient operations 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 his/her original assignment.

D. Officers of the S. O. A. 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 officers to bring the department up to its proper effectiveness.

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

F. Two (2) Selected Superior Officers 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 PBA, annually. Time off shall be granted for the duration of the entire convention. Air travel time shall be approved

by the Chief of Police. It is understood that the second officer shall be permitted time off subject to manpower requirements.

Should the State PBA amend its by-laws permitting a separate Superior Officer Local or Division, a delegate from the Edison S.O.A. will be afforded the same benefits as the current Delegate from the Edison PBA, Local #75 as outlined in the PBA Agreement.

G. The Edison PBA sponsors a uniformed Honor Guard, and the employer agrees to recognize and support the Honor Guard's role in attending funerals of officers killed in the line of duty, local ceremonies and events subject to the provisions of this section. The Honor Guard is a unit consisting of up to 16 members of the Edison PBA/SOA (Association), representing the Edison Police Department. The Honor Guard is to be selected by the Association.

The mission of the Honor Guard is to attend funerals in and out of state for Law Enforcement Officers who have given their lives in the line of duty, within a geographical circumference of three hundred miles. In addition, the Honor Guard attends local ceremonies and events upon the request of the Township with the approval of the Chief of Police and the Association.

The Township agrees to grant time off without pay for members who are scheduled to work during the date of an event subject to the approval of the Chief of Police.

The following are the minimum manpower guidelines for Honor Guard detail subject to the approval of the Chief of Police. Release from duty is dependent on sufficient manpower for normal operations without the use of overtime.

1. 8 members for funerals within 300 miles
2. 12 members to provide a 21 gun salute upon request by the Township.
3. In the unfortunate event that this department suffers a line of duty death, all members of the Honor Guard are to be granted off from the time the death is discovered until the

completion of the funeral repass to handle all of the logistics/details and coordinate a large scale in the line of duty death funeral, to properly honor deceased officer and his or her family.

H. The President and/or his designee, not to exceed two members, 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 in addition to conduct Association business when necessary. The compensatory time awarded for conducting Association business shall be used by the President and his designee in their next upcoming shift.

ARTICLE III
BULLETIN BOARD

A. 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, and the Employer shall designate one (1) board or one half (½) of an existing board exclusively for the use of the S. O. A.. Said use of one half (½) of an existing board shall not be in conflict with any other collective negotiations agreement between the Township and any other bargaining unit.

B. The President of the Union or his/her designee may conduct union business at his/her regular work location with prior approval of the immediate superior.

C. The S.O.A. shall also be permitted to distribute notices concerning Association business and activities via email. Such use of email for purposes of distributing Association related notices shall be subject to the Employer's email and computer policy.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

Section I-Grievance Procedure

A. "Grievance" defined:

1. A grievance shall be a claim by either 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,
2. 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 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 Section B, ¶2 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, the same shall be reduced to writing and signed by the parties.

4. If a settlement is not reached pursuant to Section B, ¶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 , or his/her designee, within 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 requirement of Section B, ¶4 above, the Director of Public Safety , or his/her designee 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, or his /her designee 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, or his /her designee, the Chief of Police, the Chairman of the Employees' Grievance Committee and the aggrieved party(ies). If the Director, or his /her designee, 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 S.O.A. disagrees or objects to the decision of the Public Safety Director, or his /her designee, it shall within ten (10) days of receipt of said written decision, demand, in writing, arbitration of the grievance in accordance with Section II of this Article 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 , or his /her designee, shall have the final decision with reference to grievances dealing with interpretation or application of Employer Police Rules and Regulations subject to the right of an Employee or the Association to appeal said Director's , or his /her designee'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 Section II of this Article.

Section II-Arbitration Procedure

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 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 (P.E.R.C.) to present a list of arbitrators from which the parties shall choose three (3) names as agreed between 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 the 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 of 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 issues to be arbitrated.

The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the S.O.A.

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

ARTICLE V
HOURS OF WORK AND WORK SCHEDULE

A. The work day shall be as follows:

1. For all employees on a 4-4 work schedule, the work day shall consist of not more than 10.33 consecutive hours (which is 10 hours and twenty minutes) in a twenty-four (24) hour period.
2. For all employees on a 4-3 work schedule, other than Detectives, the work day shall consist of not more than 9.33 consecutive hours (which is 9 hours and twenty minutes) in a twenty-four (24) hour period.

All provisions of the contract detailing or referring to the length of any "work day" will be amended to conform to this paragraph.

B. Each police officer working a 4-4 work schedule shall have at least eight (8) consecutive hours off duty after each tour of 10.33 consecutive hours unless mutually agreed upon by the parties hereto. Each police officer working a 4-3 work schedule shall have eight (8) consecutive hours off duty after a tour of no more than 9.33 consecutive hours unless otherwise mutually agreed upon by the parties hereto.

C. 4-4 work schedule shift assignments shall be made, where all qualifications are equal, pursuant to a seniority-based bid system. Standard slips shall be developed and distributed to all effected personnel no less than two (2) weeks prior to the agreed upon date. The employee shall list his/her shift choices, giving first, second and third preference. Assignments shall then be made based upon seniority in rank. This process shall be repeated annually on a date agreed upon by the Chief of Police and the S. O. A..

These assignments shall then take effect as of January 1st of each year following the submission date and shall remain in effect until the procedure is repeated the following year. Further, in order to meet the needs of training and/ or specialized abilities, shift assignments may need to be altered in order to meet the *bona fide* safety needs of the citizens of the Township. In these cases, the changes shall be made with timely notice and written explanation and shall last until; such time as the specific needs have been met, at which time the affected employee shall be returned to his/her bid shift.

This Article shall be applied equally, among members of the same rank

This Article shall not preclude employees from voluntarily switching or swapping shifts with one another prior to the re-bid date. However, as in the current practice, such switches shall occur with the approval of the Chief of Police or his/her designee. Such approval shall not be arbitrarily or capriciously denied.

In the event that an officer is transferred to another division after January 1 but before September 1, the officer's shift assignment in the new division shall be based seniority in rank. If the officer is transferred to a new division after September 1, he shall be permitted to submit a shift assignment bid in the following year based on the practice of the department.

D. Tours of Duty

1. 4-4 work schedule:
 - i. Patrol Officers, Bureau of Criminal Identification (BCI) Officers and any other bureaus created outside of the administration shall work tours of four (4) consecutive work days of ten (10) hours and twenty (20) minutes in duration followed by four (4) days off.
2. 4-3 work schedule:

- i. Employees assigned to all divisions other than those set forth in D(1) above shall work tours of four (4) consecutive days followed by three (3) days off.
- ii. Detectives shall work holidays in the event they fall during their work schedule. All employees working the 4-3 schedule in all other divisions outside of the Detective Bureau shall work Monday through Thursday or Tuesday through Friday with weekends and holidays off duty. On any week that a holiday, as defined by this agreement, falls upon a scheduled work day the employee will work 4 days substituting their day off for the holiday. By way of example: an employee working a Monday through Thursday schedule the week of Memorial Day will work Tuesday through Friday.
- iii. Detectives shall have work schedules of Monday through Thursday or Tuesday through Friday with weekends off duty.
- iv.

3. The provisions of this article notwithstanding, hours of work and work schedule can be changed upon the mutual agreement of the Association and the Employer.

E. Work Shifts shall be as follows::

1. Those officers assigned to a 4-4 work schedule shall work the following hours:
 - i. Day shift shall commence at 6:10 a.m. and terminate at 4:30 p.m.
 - ii. Evening shift shall commence at 3:40 p.m. and terminate at 2:00 a.m.

- iii. Midnight shift shall commence at 8:40 p.m. and terminate at 7:00 a.m.
- 2. All employees assigned to those Bureaus other than the Detective Bureau and assigned to a 4-3 work schedule shall work a shift commencing at 7:00 a.m. and terminating at 4:20 p.m.
- 3. Employees assigned to the Detective Bureau assigned to a 4-3 work schedule shall work the following hours:
 - i. Day shift shall commence at 7:00 a.m. and terminate at 4:20 p.m.
 - ii. Evening shift shall commence at 3:00 p.m. and terminate at 12:20 a.m.

F. In the event that an officer is transferred to another division after January 1, but before September 1, the officer's shift assignment in the new division shall be based seniority in rank. If the officer is transferred to a new division after September 1, he shall be permitted to submit a shift assignment bid in the following year based on the practice of the department.

G. The provisions of this Article notwithstanding, hours of work and the work schedule can be changed upon the mutual agreement of the Union and the Township

H. 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.

I. Each Superior Officer will be permitted a reasonable period of time to eat lunch as manpower requirements permit.

ARTICLE VI
OVERTIME

A. Scheduled tours of duty shall not be changed unless four (4) days advances 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 (1½) 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. Qualification 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 (1½) their regular salary for all off-duty appearances, with the minimum number of pay for 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 (1½), in addition to any other times 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, shall receive a minimum of two (2) hours of overtime pay at time and one-half (1½). 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 (1½).

F. An Employee shall receive payment at time and one-half (1½) for all legitimate off-duty police related activities pertaining to criminal matter.

G. Regular overtime entitlement shall commence as follows:

1. All officers assigned to a 4-4 work schedule shall receive overtime compensation at the rate of one and one-half (1½) times their regular hourly salary for all time worked beyond 10 hours and forty (20) minutes on each tour of duty.

2. Any Employee called in for a period of time during off-duty hours of his/her regular schedule for duty, shall receive a minimum of two (2) hours of overtime pay at the rate of time and one-half (1½) times their regular hourly salary.

a. If an Employee is called in to work on an off-duty day, the officer shall receive overtime compensation as follows:

Officers of a 4-4 work schedule shall receive no less than ten (10) hours and forty (40) minutes of overtime pay at the rate of time and one-half (1½).

3. Each employee's hourly rate for overtime purposes shall be calculated by dividing total pensionable salary by 1944 hours. The employee's work schedule shall have no bearing on the net effect of the employee's hourly rate.

H.. Subpoenas: The following subsection will apply to response to all subpoenas other than those related to Edison Municipal Court.

1. Employees being subpoenaed while off-duty shall be compensated as follows:
 - a. If the employee is off-duty as a result of a previous arranged contractual day off (vacation, personal compensatory, or sick) and responds to a subpoena, the employee will receive a minimum of six (6) hours call-in pay at his/her overtime rate or time spent, whichever is greater. In addition, the employee shall have the original day off re-credited to his/her appropriate time bank.
 - b. If the employee is off duty as a result of his/her regularly scheduled tour day off, and responds to a subpoena, the employee will receive a minimum of six (6) hours call in pay at his/her overtime rate or time spent, whichever is greater.
2. Labor Related Subpoenas: It is understood that any employee appearing while off-duty at any labor related function (including disciplinary hearings) for any part other than the Employer shall not be entitled to overtime compensation as provided for in this Article unless specifically approved in writing and in advance by the Chief or his designee.
3. Civil Subpoena Notification: It is the responsibility of each employee to supply notice to the appropriate command staff member upon receipt of a Civil Subpoena. Failure to do so in a timely fashion could jeopardize compensation and/or lead to disciplinary charges

I. Watch Commander Overtime

1. Except as provided below, the "Watch Commander" post shall be an assignment for a Lieutenant in the Patrol Division.

2. The procedure for filling the Watch Commander's post when the regularly assigned Watch Commander is absent or unavailable shall be immediately re-implemented as follows:

a. The Lieutenant working the previous shift in the Watch Commander post shall be asked to fill the post for an additional shift. This Lieutenant will be paid overtime for working the additional shift.

b. If the Lieutenant working the previous shift in the Watch Commander post is unavailable to work overtime, then the Lieutenant assigned to the Watch Commander post on the subsequent shift shall be asked to fill the post for an additional shift. This Lieutenant will be paid overtime for working the additional shift.

c. If none of the Lieutenants referred to in paragraph b, above, are available to fill the Watch Commander post, then the Senior Sergeant on duty shall fill the Watch Commander post. The Sergeant will receive acting Lieutenant's pay for the shift.

d. If a Sergeant is not available as set forth in paragraph c above, the Department shall use the overtime roster to call those off-duty Lieutenants who are currently assigned as Watch Commanders to fill the Watch Commander post in seniority order. The Lieutenant filling the post will be paid overtime for working the additional shift.

ARTICLE VII
HOLIDAYS

A. Holiday pay is considered to be and shall be paid as part of each employee's base annual salary. For purposes of reporting and making contributions to the NJPFRS, it shall be reported as earned and prorated over 24 annual pays. The holiday pay factor shall be computed on the basis of one hundred eighty (180) days per year and fifteen (15) holidays. Therefore, compensation in accordance with this Article is now based upon a ten (10) hour day regardless of an employee's work schedule.

The fifteen (15) paid holidays are as follows:

1. New Year's Eve (½ 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 (½ day)
16. Martin Luther King's Birthday

B. When the Mayor of the Township of Edison declares a holiday or when the

Municipal Offices are closed due to emergencies, or any reason other than the weather, the Employees of this Department who are working shall receive monetary compensation as provided in this Article.

C. The S. O. A. and its members agree to relinquish all litigation rights on computations of holiday pay prior to the year 1977.

D. Any employee who actually works on any of the holidays as contained herein above 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 holidays shall run from 12:00 a.m. to 12:00 p.m. and an Employee, in order to qualify for said payment must work his/her complete eight (8) hour shift, and at least one-half ($\frac{1}{2}$) of his/her shift must be served on the holiday in question..

ARTICLE VIII
UNIFORM ALLOWANCE

A. It is understood that it will be the responsibility of each officer to maintain his/her uniforms and equipment in accordance with the standards of the Department.

B. 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. Payments for watches will be made only if at least two (2) estimates are provided and approval is obtained from the Business Administrator. Payment for glasses will be made following the receipt of one (1) estimate. It is understood that payment will be made only if the request for reimbursement is accompanied with a "paid" receipt.

C. Any new and /or additional clothing, uniform items, and/or equipment necessitated by a change in assignment to the motorcycle, bicycle or mounted horse patrol units shall be fully paid for and/or supplied by the Township. Any changes to the uniform of the day promulgated by the Chief or/his designee shall be fully paid for and/or supplied by the Township.

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 judgment or arrange for the payment of said judgment.
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 herein above 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/she retains private legal counsel in his/her 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 four (4) working days off with full pay upon the death of 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.

D. A workday in accordance with this Article shall mean one (1) full tour of duty regardless of an employee's work schedule.

E. Should the relative of an employee as listed herein above die while the employee has scheduled or is on vacation and/or personal day(s), said vacation and/or personal day(s) shall be returned and/or rescheduled upon presentation by the employee of appropriate certification of attendance death and attendance at said related bereavement services and/or activities.

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 provided by State law.

ARTICLE XIII
COLLECTIVE NEGOTIATING PROCEDURE

A. Collective negotiations with respect to conditions of employment shall be scheduled and conducted in accordance with the provisions of N.J.S.A. 34: 13A-1, *et seq.* by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Mayor of the Township and the President of the S. O. A. 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 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, hour 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 of the S.O.A. 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 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

A. Each member shall be granted a total of eight (8) days per year up to the time of termination of employment. Sick time shall not be cumulative.

1. Members will be paid at the time of retirement or termination for one half (1/2) of the total amount of sick days accrued from the date of hire to December 31, 2004, if the termination occurs while in good standing. Calculation for entitlement under this article at retirement shall be based upon total hours accumulated times the rate of pay as of December 31, 2004, regardless of the employee's work schedule or date of retirement. Payment made to each employee in accordance with this section shall not exceed twenty-thousand (\$20,000) dollars. In the event an employee utilizes any of this amount for sick time the payment at the time of retirement shall be reduced accordingly. Sick time utilized prior to retirement shall be paid at the current rate of pay at the time of use.

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 of this Article.

C. Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section A, ¶1 I of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made at time when the Employee leaves the service of the Employer. However, should the Employee return to active service following said deferred retirement, sick leave accrual shall commence from the time of re-employment. Any additional payment made in accordance with this provision shall be tabulated from the Employee's re-employment date only.

D. Major Illness- Hospital confinement and/or major illness and/or injury shall be treated in the following manner:

1. Members who enter the hospital and/or suffer a major illness and/or injury shall request, as soon as possible, a letter from the attending physician, indicating the type of illness and recommending recuperative time. This letter shall be sent to the Police Chief.
2. 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 from each day he/she fails to return to duty.
3. The Employee shall receive full pay during the periods as set forth herein.
4. The Employer shall have the option to implement a disability insurance program which will supersede Sections F(1), (2), and (3) herein above. Disability insurance will provide that after forty(40) hours of sick leave , an employee shall receive full pay from the insurance company for a period of up to one (1) year under the terms of the policy. The disability payments will be done in a manner so as not to affect an employee's pension contributions.
5. Sick time shall not be earned while an employee is on leave according to the provisions of this section.

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. 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 related to the police occupation will receive up to one (I) year sick leave, not chargeable under sick time regulations. After a period of one (I) 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. During the period the employee receives full pay, the employee shall endorse over to the Employer any Worker's Compensation benefit check(s) received within forty-eight (48) hours after the employee's receipt of such check(s). The Director of Public Safety or Chief of Police, or his designee, shall be entitled to require any employee claiming any Worker's Compensation benefits or compensation under this Article, to provide a physician's verification.

G. 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 not actually 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.

H. 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.

I. The Mayor or his designee, at any time, may request a physician designated by the Employer to determine whether the employee is entitled to use paid sick leave. All costs for such examination shall be borne by the Employer. Proof of illness shall be defined to be a certification signed by a licensed physician setting forth the nature of illness and a determination as to whether the illness precluded the employee's performance of his/her duties during said employee's absence.

Employees who are absent from duty for three (3) consecutive work days shall, upon the request by the Township, provide a certification from a licensed physician upon their return to duty, certifying that according to his/her professional opinion, the employee's illness or injury prevented the employee from performing his/her duty, and that the employee is now sufficiently recovered and fit to return to full duty

J. In the future, any employee who has previously scheduled vacation and/or personal days off and subsequently is injured, sick, or recuperating therefrom shall be permitted to reschedule said vacation and/or personal days. They must attempt to reschedule said time by the end of the year during which the situation arose. If they are unable to do so, either because of the lateness of the year or because administrative scheduling demands, they shall carry said time to the first two months of the subsequent year. If not scheduled during January or February then the time shall be forfeit.

2) Should the employee already be on vacation or on a personal day and subsequently become injured or ill, no rescheduling shall be permitted.

K. Effective January 1, 2001, an employee must utilize forty(40) hours of sick leave prior to being placed on serious illness or injury leave status as contained within Section D, herein above.

L. LIMITED DUTY LEAVE: Employees who are not able to perform their usual assigned duty due to a temporary medical or emotional condition but are a capable of performing modified duties within the organization for a temporary period of time shall be eligible for return to work with limited duty in accordance with the provisions of General Order #204 , which was originally dated 2-15-94.

ARTICLE XV
DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect until December 31, 2013.
- B. Negotiations for the year beginning January 1, 2014, shall commence so as to comply with the requirements of applicable PERC statutes and Administrative Codes, with representatives of S.O.A. and the Township's representatives.
- C. This Agreement shall be effective commencing January 1, 2009, notwithstanding date of execution hereof and all salaries and benefits as set forth herein shall be retroactive to January 1, 2009.
- D. In the event such negotiations do not result in a newly executed Agreement by December 31, 2013, 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.

A. The Township shall deduct from the wages of all personnel covered by this Agreement who have filed with the Township a proper dues authorization card as required by the laws for 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 paycheck and deliver to the Association on the first of each month the previous month's dues collection.

B. The PBA hereby agrees to indemnify, defend and hold harmless the Township or any of its employees acting on its behalf in matters related hereto from any claim, suit, damages, costs and attorneys fees or actions, of any nature whatsoever, which may be brought at law or equity, or before any administrative agency with regards to or arising from the provisions of this Article.

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 service ammunition shall be provided for each Employee at the 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.

C. All Officers assigned to a 4-4 schedule shall be required to complete State fire arms qualification on a semi-annual basis on their own time without further compensation. The qualifications will occur on Township Property at the expense of the Township

D. Qualifications for firearms for officers assigned to a non 4-4 schedule shall be accomplished during each officer's respective workshift. The Firearms Qualification Officer may have to have his/her shift changed temporarily to accomplish said qualifications. In such case, appropriate notice shall be supplied to said qualifying qualifications officer and the shift change shall remain in effect only for said time as necessary to complete the task. All other training shall be accomplished in accordance with the practices and procedures as have existed for some time.

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 proceedings, 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 to overtime.

ARTICLE XX
TERMINATION OF 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

A. For officers assigned to a 4-4 work schedule, five (5) personal days on a non-cumulative basis shall be granted and shall be categorized as emergency and non-emergency days off. For those assigned to a 4-3 work schedule, six (6) 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 no be unreasonably denied.

C. Any officer who requests an emergency said 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.

ARTICLE XXII
EDUCATIONAL BENEFITS

A. Any officer who attends school while employed as a full-time member of the Edison Division of Police shall be reimbursed for the cost of tuition and academic fees for all courses in the amount per credit hour up to the amount as charged by Rutgers University taken in the field of law enforcement or in the pursuit of a formal police science program leading to an undergraduate or professional graduate degree. Such courses and programs shall be subject to the recommendation of the Chief of Police with 90 days prior approval by the Director of Public Safety or Business Administrator. A copy of the paid tuition and fees 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 or a "fail" if the course is "pass/fail". Reimbursement shall be made not later than the second pay in August.

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. 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.

E. Effective December 31, 2011 Sections A, B, C and D (this entire article) shall be deleted. Reimbursement pursuant to these sections for calendar year 2011 shall be limited to only those employees who are enrolled in a course of study as of June 1, 2010. A list of eligible employees is attached to this agreement as Schedule I.

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 put the mission of the municipality in such situations of 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 S.O.A.
- B. 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 nor its officers, Employees or members will engage in, encourage, sanction, support, or suggest any strike, work stoppage, 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 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 these activities may be disciplined by the Employer.

ARTICLE XXIV

WELFARE AND PENSION BENEFITS

A. The Employer agrees to provide coverage for all full-time permanent employees and their eligible dependents with medical insurance and hospitalization coverage equivalent to the following:

1. Medical and Hospitalization coverage for all full-time permanent employees and their eligible dependents shall consist of the following options:

Plan	Deductible	Coinsurance	Co-pay	Biweekly Contribution		
				2006	2007	2008-2013
Traditional	300/600	80-20	N/A	25.00	27.00	29.00
PPO	200/400 (out of network only)	80-20 (out of network only)	\$15.00 (in network only)	0.00	0.00	0.00

2. Medical and Hospitalization coverage for all full-time permanent employees who retired prior to January 1, 2006 and their eligible dependents who were entitled to benefits at the time of severance or retirement as described in Section E shall consist of the following options:

Plan	Deductible	Coinsurance	Co-pay	Biweekly Contribution		
				2006	2007	2008
Traditional	100/200	80-20	N/A	0.00	0.00	0.00
PPO	200/400 (out of network only)	80-20 (out of network only)	\$15.00 (in network only)	0.00	0.00	0.00

Note 1: PPO refers to Horizon Preferred Provider Organization and the Horizon Preferred Provider Organization Network

B. Dental

The Township shall offer the following to full-time permanent employees, retirees and their eligible dependents:

1. Dental coverage in effect since December 31, 2004.
2. Managed Dental plan with dependent orthodontic coverage not to exceed \$4,000.00 per lifetime maximum per dependent

C. Prescription. The Township shall offer a maintenance drug program for all full-time permanent employees, retirees and their eligible dependents so that on first prescription of a maintenance drug there shall be a 34 day supply with a single co-pay in accordance with the schedule below. On subsequent refills of maintenance drugs the prescription shall be limited to a supply of 90 days and the employee shall be responsible effective June 1, 2010 for a single co pay in accordance with the schedule below:

	2009	2010	2011	2012	2013
Brand (alternative available)	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Preferred Brand (brand, no alternative available)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Generic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

D. Vision

The Township shall offer the following to full-time permanent employees and retirees and their eligible dependents:

1. Vision coverage in effect since December 31, 2004

E. A retired employee and his or her spouse and dependents who were eligible for paid Township medical benefits while the officer was employed shall have the medical, dental, prescription, and vision options as described in Sections A-D of this article, and shall have continuous coverage on the same basis during retirement if he or she meets any of the following criteria:

1. Has twenty-five (25) or more years of service with the Township of Edison and at least 25 years service credit in a State or local pension plan; or
2. Has twenty-five (25) or more years of service as a sworn law enforcement officer or corrections officer as certified by the New Jersey Police Training Commission, is a current member of the Edison Division of Police and has at least 25 years service credit in a State or local pension plan; or
3. Has received a disability retirement

F. For all current members of the Bargaining Unit, dependent coverage shall be for all children up to the age 25 who reside with the Employee or Employee's spouse and who are unmarried. For any employees who are promoted into this bargaining unit after June 26, 2002, the maximum age for coverage of dependent children shall be age 23. The Township shall make available coverage for an unmarried child who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who became so incapable prior to attainment of age 19 and who is

chiefly dependent upon the employee or member for support and maintenance in accordance with N.J.S.A. 17:48E-30. All other retired employees shall be extended coverage at their own cost as required by Federal COBRA statutes.

G. The provisions of subsections E and F shall not apply to any employee who is convicted under state or federal law of a crime or offense committed while in the employ of the Township which results in either forfeiture of his or her public office employment or bars said employee from public office or employment.

H. Each employee may voluntarily elect to reduce the insurance coverage directly provided by the Township pursuant to this Article for employees and/or his/her family in order to avoid dual coverage by the Township and the employee's spouse (other than the Township). The employee has the option to reduce or eliminate his/her number of members covered (i.e., family coverage to single coverage, or husband and wife coverage, or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce said coverage provided by the Township, the employee shall receive fifty percent (50%) of the difference between the original coverage premium under COBRA for the period of time that the employee receives the reduced coverage and which shall not be less than twelve (12) consecutive months. The employee shall, prior to receipt of such payment, provide certification of alternate insurance coverage. The employee may return to previous coverage status by providing the Township Administrator with written notice at least ninety (90) days prior to the open enrollment period. The Township shall provide each employee with notice of the

beginning of the open enrollment period at least one hundred twenty (120) days prior to the beginning of that period. In accordance with Federal COBRA and HIPAA statutes, if an

employee loses alternate coverage prior to open enrollment, the employee shall be eligible to make any and all enrollment decisions available at the last open enrollment period effective the date of loss, provided that a certificate of credible coverage from the spouse's carrier indicating the effective date that coverage is terminated is presented to the Township within sixty (60) days of the qualifying event. For all employees who elect to waive coverage after May 21, 2010, the amount of reimburse shall limited by the terms of Chapter2 of P.L. 2010 (maximum reimbursement is 25% of amount saved or \$5,000, whichever is less)

- I. The Township shall make available a flexible medical spending account option to employees as allowable under IRS regulations.

- J. Effective May 21, 2010 All employees shall contribute on a bi weekly basis an amount equal to 1.5% of their pensionable base salary towards the cost of health benefits in accordance with Chapter 2 of Public Law 2010

ARTICLE XXV

VACATIONS

A All Employees are entitled to the following annual vacation:

<u>Years of Service</u>	<u>Working Days Vacation</u>	
	<u>4/4, 10.67 hour day</u>	<u>non 4/4,</u>
1 through 5	11	13
6 through 10	16	19
11 through 15	21	24
16 through 20	27	31
21 through 25	32	37

B.. Vacation leave, subject to the approval of the Chief of Police or his/her designee, may be taken at times if units of full working days from one (1) full day to twelve (12) consecutive full working days. Vacation time to 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.

C. 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 officer 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 of 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 (1-1/2) hours for each 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 (60)-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 requirement 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 President. Any changes made by the Employer to the chart shall be given to the S.O.A President.

ARTICLE XXVIII
WAGES AND LONGEVITY

A. Section A is amended as follows:

A-1. All Employees covered by this Agreement shall receive wage increases as follows:

1/1/2009	2.25%
12/1/2010	1.5%
1/1/2011	2.5%
1/1/2012	2.5%
1/1/2013	2.5%

B. Longevity & Payment Scale

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 officer's salary for retirement benefits.

1. The longevity schedule shall be set forth in the table attached hereto entitled "LONGEVITY TABLE". (See Appendix A)
2. Effective upon the execution of this contract, employees receiving longevity payments in excess of fourteen and one-half percent (14.5%) in calendar year 2001 will have their percentage rates frozen at the percentage rate that they were receiving as of January 1, 2001. For all other employees, the longevity scale shall be capped at fourteen and one-half percent (14.5%).
3. Longevity adjustments shall be effective as follows: Any officer whose employment commences between January 1st and June 30th shall be credited with a full year of service on January 1st of the anniversary year for purposes of longevity entitlement. Employees hired after June 30th shall receive the longevity increment beginning on the January 1st following the anniversary date of employment beginning at the completion of their fifth (5th) year of service and every year thereafter.

C. The 12.5% differential between the ranks (i.e., between Sergeant and Patrol Officer, Lieutenant and Sergeant, and Captain and Lieutenant), shall be maintained when calculating these increases. The parties agree that the provisions of this contract in fact maintain said rank differential.

D. Shift Differential

Section D shall be deleted effective January 1, 2011

1. A shift differential of six point four percent (6.4%) above the above the Employee's base salary shall be paid to each officer who works on the midnight shift. A shift differential of four point six percent (4.6%) above Employee's base salary shall be paid to each officer who works on the afternoon shift. A shift differential of three percent (3%) above Employee's base salary shall be paid to each officer who works on the day shift. Midnight shift shall commence at 11:00 p.m. and terminate at 7:00 a.m. Day shift shall commence at 7:00 a.m. and terminate at 3:00 p.m. Afternoon shift shall commence at 3:00 p.m. and terminate at 11:00 a.m.
2. When 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.
3. The above shift differential language as provided for in Section D, ¶ 1 above will only apply to the 4-4 shifts as well as the 5-2 and the 4-2 rotating shifts.

E. Any employee assigned to the Emergency Response Team shall be compensated for annual "range fees" in an amount not to exceed \$150.00 per year. All individuals newly appointed to the Emergency Response Team by the Chief of police shall be compensated for a "range initiation fee" in an amount not to exceed \$400.00. Proof of payment in the form of an invoice and/or canceled check must be submitted to the Business Administrator no later than June 30th of each year. Reimbursement shall be made by the second pay in August. In the event the Township provides a range facility for officers to use at no cost, the provisions of this section shall not apply and no payments shall be made for range fees or for initiation fees.

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

A Superior 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 two (2) Edison Police Department Employee Files. This first file shall consist of all personal data concerning the Employee; such as: Achievement Records, Employment Data, and Founded Disciplinary Data. The second and separate file shall be maintained for the employee's medical and disability data pursuant to the Americans with Disabilities Act. 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 any Employee, shall remain in the personal file according to the expungement clause in the Edison Police Department's Rules and Regulations. The responsibility for removal shall rest with Employee.

D. Any formal complaint shall remain in the personal 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 Mayor, the Director of Public Safety or his/her designee and the Employee.

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

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

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 (24) 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 test and shall have the right to refuse to testify against himself at his disciplinary hearing.

B. The Employee 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. The 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 S. O. A. 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 Chairperson of the said standing committee and will schedule meeting 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

A. 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

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of the Agreement or otherwise exercise one's own rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

ARTICLE XXXVII
EMPLOYEE DRUG TESTING

The Township and the S.O.A agree to be bound by the Township's Alcohol and Drug Testing Policy and the Attorney General's Guidelines governing said testing. Insofar as the sworn members of the Police Department are concerned, in the event of a conflict between the Township's Policy and the Attorney General's Guidelines, the Attorney General's Guidelines shall prevail. For the purposes of the random drug testing provisions of the policy, any member of the bargaining unit shall be deemed to be in a "safety-sensitive position." In the event that a Federal or State Court of competent jurisdiction deems the random testing of police officer to be illegal or unconstitutional, the provision concerning random testing, only, shall be null and void.

ARTICLE XXXVIII
UNPAID LEAVE OF ABSENCE

Employees with at least five (5) years of employment with the Edison Police Department shall be eligible to apply for and receive an unpaid leave of absence for a time period not to exceed six (6) months subject to the approval of the Business Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective officer, and/or clerks and their corporate seals to be placed hereto, in the Township of Edison, New Jersey, on this _____ day of _____, 2010

THE TOWNSHIP OF EDISON:

By: _____
ANTONIA RICIGLIANO, Mayor

Witness: _____
REINA MURPHY, Twp. Clerk

EDISON SOA :

By: _____
Bruce A. Polkowitz, President

Frederick Huth Vice President

N.A. Fresco, State Delegate

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective officer, and/or clerks and their corporate seals to be placed hereto, in the Township of Edison, New Jersey, on this 12th day of May 2011

THE TOWNSHIP OF EDISON:

By: Antonia Ricigliano
ANTONIA RICIGLIANO, Mayor

Witness: Robin Kenny
~~REINA MURPHY, Twp. Clerk~~
Robin Kenny, Deputy

EDISON SOA :

By: Bruce A. Polkowitz
Bruce A. Polkowitz, President

Frederick Huth
Frederick Huth Vice President

N.A. Fresco
N.A. Fresco, State Delegate