

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2018 thru 12/31/2022.

Employer: Township of Edison

County: Middlesex

Date: 10/15/2020

Name: Maureen Ruane

Print Name

Title: Business Administration

  
Signature

**AGREEMENT**

**Between**

**THE TOWNSHIP OF EDISON**

**And**

**POLICEMEN'S BENEVOLENT ASSOCIATION,**

**LOCAL #75, INC.**

**January 1, 2018 through December 31, 2022**

**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 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 in 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 P.B.A. or his alternate, to conduct Association business on the State or Local level and to attend all 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 hours of 11:00 p.m. to 8:00 a.m. the day after the meeting, then at the delegate's option he/she is entitled to his/her choice of day off.

B. The President shall be granted full release time to conduct Association business as required by the Association. The Overtime Provisions in this Agreement shall not apply.

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 negotiations 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 or the Edison Superior Officer 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 p.m. and 8:00 a.m. 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. Members of the Honor Guard requested to be in attendance by the Township with the approval of the Chief of Police at any Township event shall be compensated in accordance with the provisions of this contract.

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 Policemen's Benevolent Association as provided under *N.J.S.A. 40:14-177*, but not more than three (3) to include the delegate and two alternates.
2. Similar time off without loss of pay shall also be granted to the President.
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 and President 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.

The compensatory time awarded for conducting Association business shall be used by the delegate and president in their next upcoming shift.

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

J. For all other Association business, the President may request time off to be granted to a member provided that the request:

i. The request shall be in writing to the Chief of Police.

ii. Prior approval by the Chief or his designee is required.

iii. Proof of attendance and/or the event shall be provided upon request, said proof may be verification from the PBA president and/or a photograph of the event.

iv. The time shall be limited to either time off a scheduled shift or straight comp time. Straight comp time shall be taken during the next tour or will be forfeited. This may be recorded as a schedule adjustment.

K. Records for Association business:

i. All requests shall be in writing; email is the preferred method.

ii. Any association business conducted by union members that requires paid time off or a schedule adjustment during work hours must be preapproved by the Chief of Police.

iii. Proof of attendance and/or the event shall be provided upon request, said proof may be verification from the PBA president and/or a photograph of the event.

iv. Attendance records and supporting documentation of meetings and/or seminars shall be retained in all cases when employees receive time off.

### **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. The Association 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 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 Employer 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 procedure 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 or 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, 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 aggrieved party disagrees or objects to the decision of the Director or his/her designee, he/she shall within ten days of receipt of said written decision, demand, in writing, arbitration of the grievance in accordance with Article XXXV, 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 or 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 Article XXXV, ARBITRATION.

## 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 the work day shall consist of not more than nine hours and twenty minutes (9.33) consecutive hours in a twenty-four (24) hour period.

B. Each police officer working a 4-4 work schedule shall have a 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 nine hours and twenty minutes (9.33) consecutive hours unless otherwise mutually agreed upon by the parties hereto.

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

C. Tours of Duty

1. 4-4 work schedule:

i. Patrol Officers, Crime Scene Unit (CSU) 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 C (1) above shall work hours 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 not have a change in work schedule if a holiday falls on a work day and the employee will have the holiday off without loss of pay.

iii. Detectives shall have work schedules of Monday through Thursday or Tuesday through Friday with weekends off duty.

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.

D. Work Shifts shall be as follows:

3. 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.

4. 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.

5. Detectives assigned to a 4-3 work schedule shall work the following hours:

- i. Day shift shall commence at 8:00 a.m. and terminate at 5:20 p.m.
- ii. Evening shift shall commence at 3:00 p.m. and terminate at 12:20 a.m.

E. On the declaration of an official emergency, as defined by *N.J.S.A. 40A:14-133; 40A:14-134* and *4-A:14-135* the provision above shall not apply.

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 on seniority in rank. If the officer is transferred to a new division after September 1, he shall be permitted to submit shift assignment bid in the following year based on the practice of the department.

G. Officers are permitted to swap shifts with each other. Those officers who choose to participate in swapping shifts are responsible for maintaining when each officer will work for the other.

If the swap cannot be fulfilled due to transfer, promotion, or injury on duty, the department shall be responsible for that day, not the officer involved.

## 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.

C. Overtime duty shall be assigned from 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.

Overtime will be assigned from a rotating list starting with the most senior officer.

Officers are permitted to work up to eighteen and six tenths (18.6) hours consecutively, unless the employee and the Employer mutually agree otherwise.

When an officer is ordered to work overtime, it must be assigned to the most junior officer. The overtime list will revert back to the next senior officer on the list.

Officers on swaps will not be ordered to work overtime. Officers on swap will only be permitted to work overtime when no other officer chooses it. The overtime list will revert back to the next senior officer on the list.

When a need for overtime of four (4) hours or less occurs, is called for, it will be offered to the most senior officer. If said overtime lasts longer than four (4) hours, it will be counted as the officer's spot on the regular overtime list.

C. Employees will be scheduled for all duty related appearances in Edison Municipal Court while on duty. Where this is not possible, they will be paid at the rate of time and one-half (1 ½) 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 Edison Municipal Court appearance, it is his/her obligation to immediately notify the Edison 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 ½) times their regular hourly salary. An employee shall receive overtime compensation as follows:

1. Officers on a 4-4 work schedule shall receive no less than ten hours and twenty minutes of overtime pay at the rate of time and one-half.

2. Officer assigned to a 4-3 work schedule shall receive no less than nine hours and twenty minutes of overtime pay at the rate of time and one-half.

E. An Employee shall receive payment at time and one-half (1 ½) for all legitimate off-duty police related activities pertaining to criminal matter.

F. 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 (1 ½) times their regular hourly salary for all time worked beyond 10 hours and twenty minutes on each tour of duty.

2. All officers assigned to a 4-3 work schedule shall receive overtime compensation at one and one-half (1 ½) times their regular hourly salary for all time worked beyond nine hours and twenty minutes.

G. 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 heard in Edison Municipal Court.

1. Employees being subpoenaed while off-duty shall be compensated as follows:

i. If the employee is off-duty as a result of a previously 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, regardless of whether the employee works on that date. In addition, the employee shall have the original day off re-credited to his/her appropriate time bank.

ii. 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, regardless of whether the employee works on that date.

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/her 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.

## 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.

B. Effective January 1, 2003, the holiday pay shall be calculated as base 180 x 15. 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 (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 Even (1/2 Day)
16. Martin Luther King's Birthday

C. 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 shall receive monetary compensation as provided in this Article.

D. 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, those employees of this Department who are working shall receive monetary compensation as provided.

E. 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 ½). 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 (1/2) of his/her shift must be served on the holiday in question.

## **ARTICLE VIII**

### **UNIFORM ALLOWANCE**

A. The Township shall pay new hires \$2,000.00 towards the purchase of police duty related uniforms and equipment. The payment shall be made as a reimbursement to the new hire. Reimbursement will not be processed until the employee submits original receipts and completes a Township Expense report. Request for reimbursement must be submitted to the Township within 12 months following the date of hire. Officers who fail to submit the reimbursement

within this time period shall forfeit the \$2,000.00 reimbursement. In addition, the Township shall purchase and furnish each new officer with one (1) service weapon which shall be in proper working order and shall be of the same type and caliber as those carried by other members of the police force; 1 PR 24 Nightstick, 2 Spare Magazines, 1 Holster, 1 Dual Ammunition Pouch, 1 set Handcuffs and Case, 1 Gun Belt, 1 Inner Velcro Belt, 2 Department Badges, 1 Department Hat Badge, and 1 Slim Jim. The service weapon shall remain the property of the Township and shall be returned to the Township in proper working order upon termination of the officer's employment. The Township shall purchase and provide an outer carrier vest for all employees beginning in calendar year 2019. Replacements will be provided at the discretion of the Chief of Police, based on the manufacturer's recommendations. Unless the outer carrier vest is damaged on duty, no more than 2 vests will be provided to each employee during the term of this contract.

B. 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.

C. 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.

For all officers hired after December 2, 2002, all articles of police uniforms damaged in the line of duty excluding prescription glasses and watches shall be repaired or replaced at the Township's current contract cost for those items. If the Township does not have a contract in place for a particular item, the contract cost for an item shall be the lowest of three quotes obtained by the Purchasing Agent. For all officers, the repair or replacement for any item shall not exceed \$250.00.

D. 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/her 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.

4. When an officer is named as part of a civil action against the Township, the officer will have their choice of counsel, provided:

- a. said counsel accepts J.I.F. rates;
- b. the Township approves;
- c. the Township does not have an ethical conflict with said attorney as defined by law or the New Jersey Rules of Professional Conduct for attorneys;
- d. the attorney is acceptable to the J.I.F.

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 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 on 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 anyone 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.

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.
- 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 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 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 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 PBA member, without specific authority of the PBA, for the purpose of discussing wages, hours or conditions of employment or matters which are properly subjects of collective negotiations between the parties, without prior notification to the PBA of such meeting and without the presence at such meeting of a representative of the PBA designated by the President of the PBA.

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.

#### ARTICLE XIV

##### SICK TIME

A. Each member shall be granted a total of eight (8) work 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 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.

2. Effective September 14, 2016, sick leave shall accumulate at the rate of eight (8) sick days per year for all employees, with a maximum of \$15,000 payable at the employee's retirement after obtaining 25 years of creditable service in a State of New Jersey Retirement System or if an employee retires on an approved Disability Retirement. Sick time payout will be based on the officer's rate of pay at time of retirement.



Officers with existing sick time banks will maintain their original bank as set forth in Section A.1 above. Effective September 14, 2016, an additional sick time bank will be established for all Officers as set forth in this Section A.2. If an Officer needs to use banked sick time, it will be deducted first from the original sick bank when available.

B. 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 for up to nine (9) months of a major illness absence.

a. For the employee's first-time use of the major illness leave of absence, no sick time will have to be used. Any subsequent use of major illness leave will require employees to utilize two (2) sick days prior to the major illness leave beginning. If an employee needs to utilize major illness within 365 days of returning from a prior major illness leave, s/he will be required to utilize four (4) sick days prior to the major illness leave beginning.

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 two (2) or four (4) days of sick leave is used (as stated in paragraph 3(a)

hereinabove), an employee shall receive full pay from the insurance company for a period of up to nine (9) months 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.

6. Except as provided for in Section J, below, vacation time shall not be earned while an employee is on sick leave according to the provisions of this section. However, any accrued vacation time that an Officer is unable to use because he is on major illness/injury leave shall be carried over into the next calendar year to be used by the Officer, provided that accrued vacation time shall not exceed the equivalent of two (2) years of vacation time.

7. An extension of the major illness leave beyond the nine (9) month period will be at the discretion of the Public Safety Director when an employee has been diagnosed with a terminal illness. This decision will be based on medical information provided by the employee's physician and is not grievable.

C. 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 (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. 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/her 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.

E. Any member of the Department who reports for duty and subsequently reports off duty due to illness shall be charged sick time as follows:

1. Any officer assigned to a 4-4 work schedule who reports off duty due to illness within five (5) hours and ten (10) minutes from the start of the shift will be charged against sick time only those hours actually not worked.

2. Those officers assigned to a non 4-4 work schedule who report off duty due to illness within four (4) hours and (40) minutes from the shift start will be charged against sick time only those hours actually not worked.

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 be subject to arbitration but same shall be grievable.

F. 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.

G. 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 the 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.

H. Any employee who has previously scheduled vacation and/or personal days off and subsequently is injured, takes sick time, or is recuperating thereof shall be permitted to reschedule said vacation and/or personal days with the approval of the Police Chief and Business Administrator. The employee must attempt to reschedule said time by the end of the calendar year in which the situation arose. If they are unable to do so, either because of the lateness in the year or because of administrative scheduling demands, they shall carry said time into the first two (2) months of the following year. If not rescheduled during January or February then the time shall be forfeit. Should the employee become injured or ill while already on a vacation or personal day, no rescheduling shall be permitted.

I. LIMITED DUTY LEAVE. Employees who are not able to perform their usual assigned duty due to a temporary medical or emotional condition but are 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.

J. Vacation Time Accrual during long term disability: Vacation prorating during long term disability will not take effect until an officer is out of work for a minimum of thirty (30) days. The officer's allotted vacation days will be divided by 12 to create a number to be deducted per month on said disability. If an officer is out on disability for fifteen (15) days or less during a given month, he or she shall have deducted one-half of his or her monthly vacation allotment. If an officer is out on

disability for more than fifteen (15) days, then the employee shall be deducted for an entire month of his or her vacation allotment.

If an officer has utilized all of their vacation days prior to the disability for that year he will not forfeit any vacation days for that term of the disability.

## **ARTICLE XV**

### **DURATION OF AGREEMENT**

A. This Agreement shall continue in full force and effect from January 1, 2018 through December 31, 2022.

B. Negotiations for the year beginning January 1, 2023, shall commence so as to comply with the requirements of applicable PERC statutes and Administrative Codes, with representatives of PBA Local #75 and the Township representatives.

C. This Agreement shall be effective commencing January 1, 2018, notwithstanding date of execution hereof and all salaries and benefits as set forth herein shall be retroactive to January 1, 2018

D. In the event such negotiations do not result in a newly executed Agreement by December 31, 2022, 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 attorney's 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 while off duty shall be compensated for time spent in the program by either monetary payment or compensatory time off.

B. One (1) box of 9 mm 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. Officers will be responsible for one (1) training day per year during the officer's scheduled day off. The Department will provide a list of training days for the year no later than January 31<sup>st</sup>. This deadline date may be changed upon mutual agreement between the Township and the PBA. Officers will pick a training day based on seniority, unless mutually agreed upon by the PBA and Chief of Police or his designee. Officers may qualify with their firearms on said training day or during on-duty time at the discretion of the Township. When the dates are announced, officers will pick three (3) days of availability and rank them by preference (similar to shift bids). Additional firearm qualifications will be performed while on duty.

Training hours will be equivalent to the officer's regular hours of his shift and shall be restricted to one calendar day. Training shall not be broken down by hours and scheduled on more than one calendar day. If additional training is required by the Department on any hours other than the officers originally scheduled work hours, it must be mutually agreed upon by the Township and the PBA.

## **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 of overtime.

## **ARTICLE XX**

### **TERMINATION OF ENTITLEMENT**

Upon termination, an officer shall be paid for all earned but deferred benefits such as wages, accrued compensation time, overtime pay, holiday pay and accrued vacation time. In the event of the death of said employee, the above-cited benefits shall be paid to the employee'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 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 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**

### **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 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 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 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 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 XXIII**

**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
PPO	200/400 (out of network only)	80-20 (out of network only)	\$15.00 (in network only)	0.0 0
POS	1000/2000 (out of network only)	60-40 (out of network only)	\$5.00 (in network only)	0.0 0

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	2014-2017
PPO	200/400 (out of network only)	80-20 (out of network only)	\$15.00 (in network only)	0.00
POS	1000/2000 (out of network only)	60-40 (out of network only)	\$5.00 (in network only)	0.00

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

Note 2: POS refers to Horizon Point of Service and the Horizon Point of Service Network

Effective January 1, 2017, the Traditional Plan coverage will no longer be offered for any active employees. The affected employees must enroll in a new medical coverage plan during the Township's open enrollment period in 2016.

If the Township exercises its option to change any medical provider under this Article, such plan will be equal to or better than the current plan.

Effective September 14, 2016, claims for medical services shall be paid at the rate of ninety percent (90%) of Fair Health or equivalent data base.

B. Prescription: The Township shall offer a prescription drug program under Express Scripts/CVS Caremark, 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 for a single copay in accordance with the schedule below:

	2018-2022
Brand (alternative available)	\$20.00
Preferred Brand (medically necessary) (brand, no alternative available)	\$5.00
Generic	\$0.00

1. Effective July 1, 2018, compound prescriptions will not be permitted unless medically necessary as determined by the Township's prescription plan administrator in conjunction with the employee's physician. The decision of the Township's prescription plan administrator (presently CVS/Remedy) is final and the Township will not initiate overrides unless compelling medical evidence is presented to the township Administrator. All compound overrides presently in place will remain until July 1, 2018. If the PBA disagrees with the decision of the Township Administrator, both parties will agree on a physician with experience in the medical field related to the prescription to review the matter. The decision of the mutually agreed upon physician shall be final and not grievable. If the parties cannot mutually agree on a physician, the matter can proceed to arbitration. The PBA shall bear all costs of the arbitrator

and any arbitration decision issued will be applied to the PBA member(s) at issue and will not be considered precedential or to have established a past practice.

2. Effective July 1, 2018, employees are required to receive generic prescriptions, unless a non-generic is medically necessary as determined by the Township's prescription plan administrator (presently CVS/Remedy) in conjunction with the employee's physician. Any employee currently approved for a medically necessary non-generic will continue to receive same, subject to the completion of the authorization process as required by the prescription plan administrator subsequent to July 1, 2018. If the PBA disagrees with the decision of the Township's prescription plan administrator, both parties will agree on a physician with experience in the medical field related to the prescription to review the matter. The decision of the mutually agreed upon physician shall be final and not grievable. If the parties cannot mutually agree on a physician, the matter can proceed to arbitration. The PBA shall bear all costs of the arbitrator and any arbitration decision issued will be applied to the PBA member(s) at issue and will not be considered precedential or to have established a past practice.

3. Voluntary mail-order for prescription maintenance drugs, utilizing a CVS pharmacy, remains in effect for all members.

4. The parties agree that discussions regarding alternative prescription plan utilization management strategies will be ongoing, with no new strategies being implemented unless mutually agreed upon by the parties. The parties agree that any such discussions and agreement, if any, will not be considered a reopener of the contract.

#### C. 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.

D. Vision

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

1. Vision coverage in effect since December 31, 2004

E. An employee of the Edison Division of Police who retires and,

1. Has twenty-five (25) or more years of service with the Township of Edison; or
2. Has twenty-five (25) or more years of service as a sworn officer and is a current member of the Edison Division of Police; or
3. Has received a disability retirement

in addition to his or her spouse and dependents who were eligible for paid Township medical benefits while the officer was employed shall have the medical benefit options as described in Sections A-D of this Article, and shall have continuous coverage on the same basis during retirement.

An Employee who retires on or after September 1, 2016 must have a minimum of ten (10) years of service with the Township and twenty-five (25) years of full-time service in a State of New Jersey Pension system to be eligible for the medical benefit options as described in Sections A-D of Article XXIII, and to have continuous coverage on the same basis during retirement, including his/her spouse at the time of retirement and eligible dependents.

Any employee who retires after completion of ten (10) years of service with the Township and twenty-five (25) years of full-time service in PFRS, who had at least ten (10) years of service in a NJ pension system as of June 28, 2011, will be eligible for Township-paid benefits in retirement, with no contribution from the retiree required. Any individuals qualified within the parameters set forth in this subsection who retired during the pendency of these negotiations and/or subject to a separation agreement that referenced retirement health benefits shall be eligible for the retirement health benefits as set forth in this subsection.

F. Dependent coverage is available for all children of the Employees covered by this Agreement up to the age of twenty-six (26). All other employees shall be extended coverage at their own cost as required by Federal COBRA statutes.

G. The provisions of this Article 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 of Edison 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, effective July 1, 1998, 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 spousal 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. For all employees who elect to waive coverage after May 21, 2010, the amount of reimburse shall be limited by the terms of Chapter 2 of P.L. 2010 (maximum reimbursement is 25% of amount saved or \$5,000, whichever is less).

Effective January 1, 2019, all employee who voluntarily elect to waive health insurance, no matter when the waiver was elected, will receive a maximum of \$5,000.00 annually, calculated to reflect savings after employee contribution as set forth in this contract are accounted for.

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

J. 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*.

K. Any retiree or spouse attaining the age of sixty-five (65), and qualified, must enroll into Part A and Part B of Medicare. While the Township will continue to pay for an eligible retiree's medical benefits, the Township will not be responsible for a retiree's Medicare premium.



L. All employees shall contribute toward health benefit premiums as reflected below, per pay, based on 24 pays per calendar year. An employee enrolled in any portion of offered benefits shall pay the amount as reflected below, based on what they were paying in 2018 for the benefit (medical, prescription, dental and/or vision) enrolled in.

Salary \$100k+	Family	2 Adults	Parent/Child	Single
2018 (same as 2017)	\$582 PP (\$13,979)	\$465 PP (\$11,148)	\$416 PP (\$9,989)	\$245 PP (\$5,880)
2019	\$466 PP (\$11,183)	\$372 PP (\$8,918)	\$333 PP (\$7,991)	\$196 PP (\$4,704)
2020	\$373 PP (\$8,946)	\$297 PP (\$7,134)	\$266 PP (\$6,393)	\$157 PP (\$3,763)
2021	\$317 PP (\$7,604)	\$253 PP (\$6,064)	\$226 PP (\$5,434)	\$133 PP (\$3,199)
2022	\$291 PP (\$6,996)	\$232 PP (\$5,579)	\$208 PP (\$4,999)	\$123 PP (\$2,943)

Under \$100k	Family	2 Adults	Parent/Child	Single
2018 (same as 2017)	\$399 PP (\$9,585)	\$372 PP (\$8,918)	\$333 (\$7,989)	\$238 PP (\$5,712)
2019	\$280 PP (\$6,709)	\$260 PP (\$6,242)	\$233 PP (\$5,592)	\$167 PP (\$3,998)
2020	\$224 PP (\$5,367)	\$208 PP (\$4,994)	\$186 PP (\$4,473)	\$133 PP (\$3,198)
2021	\$201 PP (\$4,830)	\$187 PP (\$4,494)	\$168 PP (\$4,026)	\$120 PP (\$2,878)
2022	\$191 PP (4,589)	\$179 PP (\$4,269)	\$159 PP (\$3,825)	\$114 PP (\$2,734)

M. The PBA acknowledges that active unit members who receive health benefits through the Township shall be obligated to pay no less or no more than the contribution levels as agreed upon in this contract for the duration of the contract regardless of whether Chapter 78 is repealed or modified to provide for lower or higher contribution rates.

## ARTICLE XXIV

### VACATIONS

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

1. Employees assigned a 4-4 schedule, 10.33 hour day (10 hours and 20 minutes as follows:
  - a. One (1) to five (5) years of service – eleven (11) days
  - b. Six (6) to ten (10) years of service – sixteen (16) days
  - c. Eleven (11) to fifteen (15) years of service – twenty-one (21) days
  - d. Sixteen (16) to twenty (2-) years of service – twenty-seven (27) days
  - e. Twenty-one (21) to twenty-five (25) years of service – thirty-two (32) days

2. For employees assigned to a non 4-3, or any other schedule, entitlement as follows:

- a. One (1) to five (5) years – thirteen (13) work days
  - b. Six (6) to ten (10) years – nineteen (19) work days
  - c. Eleven (11) to fifteen (15) years – twenty-four (24) work days
  - d. Sixteen (16) to twenty (20) years – thirty-one (31) work days
3. Twenty-one (21) to twenty-five (25) years 0 thirty-seven (37) work days

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

C. Any employee whose employment commence 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 times in the first year of service shall be pro-rated at the rate of one (1) working day per month of service. Commencing with the 1992 Agreement and thereafter,

Employees hired after June 30 shall receive pro rate 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 (5<sup>th</sup>) year of service and every fifth (5<sup>th</sup>) 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.

For employees assigned to a 4-4 schedule: Section D will apply as above except (12) consecutive days will be changed to (8) consecutive days.

E. Three (3) officers shall be permitted off on each shift to go on vacation, and said three officers on each shift shall be permitted off during the same period of time, unless it will result in overtime or in the instance of public safety emergencies at the time of vacation selection. However, if manpower status changes after vacation selection has been completed the pick shall stand.

## ARTICLE XXV

### 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 ½) 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 in writing monetary compensation for time accrued be paid within thirty (30) days of said request.

## ARTICLE XXVI

### ORGANIZATION CHART

The Employer shall establish a Table of Organization for the Police Department specifically setting forth minimum manpower requirement for all divisions and bureaus. 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 XXVII

### WAGES AND LONGEVITY

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

follows:

- i. Effective January 1, 2018: 2.5%, retroactive
  - a. 12/31/18: 1% added to base, no retro
- ii. Effective January 1, 2019: 2.5%
- iii. Effective July 1, 2019: 2.5%
  - a. 12/31/19: 1.5% added to base, no retro
- iv. Effective January 1, 2020: 2.5%
- v. Effective July 1, 2020: 2.5%
- vi. Effective January 1, 2021: 0%
- vii. Effective January 1, 2022: 0%

Officers hired prior to July 31, 2016 will remain on the eight (8) step salary guide, which is currently in effect. Officers hired after August 1, 2016, will follow the new twelve (12) step guide. The starting salary for any new hire shall remain \$50,000 for the duration of the agreement, until ratification of a successor agreement. The salary guides are attached hereto as

Appendix A and A1. Officers hired after January 1, 2019 shall follow the salary guide reflected in Appendix A1. The salary guide reflected in Appendix A1 shall remain in effect for the duration of this contract, until ratification of a successor agreement, is not considered precedential and shall be subject to collective negotiations for the successor agreement.

A-2. Employees hired prior to July 1<sup>st</sup> of any year shall advance to the next step on the salary guide effective January 1<sup>st</sup> of the following year. Employees hired after July 1<sup>st</sup> of any year shall advance to the next step on the salary guide effective January 1<sup>st</sup> of the year following their one-year anniversary.

A-3. The Township agrees that all step increments will be continued subsequent to the expiration of this agreement, without being contingent on ratification of a successor agreement.

B. Longevity

In addition to the above salaries, a longevity payment shall be paid as part of the base salary as follows for all employees hired prior to January 1, 2018:

1. Longevity Scale:

Start of Year	1	0.00%
Start of Year	2	0.00%
Start of Year	3	0.00%
Start of Year	4	0.00%
Start of Year	5	0.00%
Start of Year	6	2.50%
Start of Year	7	3.00%
Start of Year	8	3.50%
Start of Year	9	4.00%
Start of Year	10	4.50%
Start of Year	11	5.00%
Start of Year	12	5.50%
Start of Year	13	6.00%
Start of Year	14	6.50%
Start of Year	15	7.00%
Start of Year	16	7.50%
Start of Year	17	8.00%
Start of Year	18	8.50%

Start of Year	19	9.00%
Start of Year	20	9.50%
Start of Year	21	10.25%
Start of Year	22	12.50%
Start of Year	23	13.75%
Start of Year	24	15.00%
Start of Year	25	16.25%
Start of Year	26	16.25%

2. Employees who have completed twenty-four (24) years of service as a sworn law enforcement officer certified by the New Jersey Police Training Commission shall receive the maximum longevity rate of sixteen and one quarter (16.25%) percent. Such longevity payment shall not be deemed part of the base salary for the purpose of calculating the rank differential between any rank officer or classification. For those not previously eligible under this subsection, this benefit shall not be retroactive, and shall be effective January 1, 2005. For the purpose of this subsection only, an officer shall be given credit for all service as a sworn law enforcement officer certified by the New Jersey Police Training Commission, or any equivalent training commission or agency from any State or the Federal Government.

3. For all employees hired on or after January 1, 2018, in addition to salaries, a longevity payment shall be paid as part of the base salary as follows, with officers being given credit for all service as a sworn law enforcement officer certified by the NJ Police Training Commission or any equivalent state police training commission or agency from any State or Federal government:

- i. First day of 6<sup>th</sup> year of service through 10<sup>th</sup> year: 2.5%
- ii. First day of 11<sup>th</sup> year of service through 15<sup>th</sup> year: 5.0%
- iii. First day of 16<sup>th</sup> year of service through 20<sup>th</sup> year: 7.5%
- iv. First day of 21<sup>st</sup> year of service on: 10%

Longevity adjustments shall be effective as follows: Any officer whose employment commenced between January 1 and June 30 shall be credited with a full year of service credit on January 1<sup>st</sup> of the anniversary year for purposes of longevity entitlement. Employees hired after June 30 shall receive the longevity increment beginning on the January 1<sup>st</sup> following the anniversary date of their employment.

C. There shall be a 12.5% salary differential between each rank in the Department. If an officer who is on the new step guide is promoted to Sergeant before they reach the top step on the patrolman's guide, that officer moves into the SOA at the step achieved on the date of promotion. Then, the twelve and one-half percent (12.5%) differential is added to the officer's salary at the time of his or her promotion to establish his or her salary as Sergeant. The newly-promoted officer does not move to Step 12 of the salary guide unless he or she has achieved said salary as a Police Officer. The promoted officer shall continue to move through the Step Guide and receive the differential eventually reaching top step.

D. Any employee assigned to act as a Field Training Officer (FTO) shall receive a stipend of sixty dollars (\$60.00) per day as compensation for the added responsibility and duties occasioned by such assignment, paid as part of regular payroll. Employees functioning as or performing the duties of an FTO on an occasional and/or part-time basis shall receive a pro rata portion of the stipend for each day or fraction thereof during which they perform such tasks.

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 cancelled check must be submitted to the Business Administrator no later than

June 30 of each year. Reimbursements 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 nor for initiation fees.

#### **ARTICLE XXVIII**

#### **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 XXIX**

#### **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 XXX**

#### **PERSONNEL FILES**

A. There shall be two (2) Edison Police Department Employee Files. The 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 all 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 data 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 business hours. At any other time, twenty-four (24) hours advance notice must be given.

## ARTICLE XXXI

### 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 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. 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 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 XXXII

### 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.

Township Business Administrator shall be 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 XXXIII**

#### **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.

B. Any benefit or any other term and condition of employment, which is an improvement in those which may or may not be enjoyed by the members of this bargaining unit, and is extended to any other sworn member of the Police Department, with the exception of the Chief of Police and Deputy of Police, which is not included in this Agreement, shall be extended to all members of this bargaining unit.

## **ARTICLE XXXIV**

### **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.

C. The probationary period shall begin on the date of hire and continue for the succeeding twelve (12) months of employment.

## **ARTICLE XXXV**

### **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 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 Association.

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

#### **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

### SHIFT BID

A. 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 affected personnel no less than two (2) weeks prior to the agreed upon date. The employee shall list his/her shift choices, giving 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> preference. Assignments shall then be made based upon seniority. This process shall be repeated annually on a date agreed upon by the Chief of Police and the PBA. These assignments shall then take effect as of January 1<sup>st</sup>, following the submission date and shall remain in effect until the procedure is repeated the following year.

B. This shall not be interpreted to mean that duty assignments, such as detective bureau, traffic, etc., are to be bid. Those assignments remain the prerogative of the Chief of Police, which shall be in accordance with controlling statutes, judicial decisions and this Agreement. 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 change shall be made with timely notice and written explanation and shall last until such time as the specific need have met, at which time the affected employee shall be returned to his/her bid shift.

C. This Article shall be applied equally, among members of the same rank. Patrol Officers shall bid with Patrol Officers, Detectives with Detectives, etc.

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

E. During an employee's Probationary period, he/she shall not be eligible to bid for shift selection. Those employees shall be assigned shifts as may be determined by the Chief of Police of his/her designee. Following that first year, however, the employee shall bid for shift selection as does everyone else.

### **ARTICLE XXXVIII**

#### **WORK SCHEDULE REVIEW COMMITTEE**

Recognizing that work schedules may, from time to time, need some adjustments to address certain new concerns, the Parties agree to form and institute a Work Schedule Review Committee (WSRC). This WSRC shall have four (4) members, two (2) appointed by the Administration and two (2) appointed by the P.B.A. The committee shall meet as needed to review and discuss the work schedule and any concerns or problems which may arise. The committee shall make recommendations to their various constituents regarding these concerns and their possible solutions. It is agreed that no recommended changes concerning the schedule shall be considered unless they have been brought before this Committee and the Committee has written its findings and response thereto and brought those written findings back to the Mayor and the P.B.A. President respectively and simultaneously.

### **ARTICLE XXXIX**

#### **EMPLOYEE DRUG TESTING**

The Township and the PBA 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 officers to be illegal or unconstitutional, the provision concerning random testing, only, shall be null and void.

**ARTICLE XL**

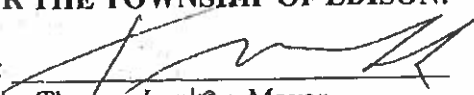
**UNPAID LEAVE OF ABSENCE**

Employees with a 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.

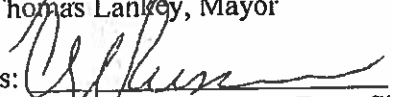
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective officer and/or clerks and their corporate seals to be placed hereto, in the Township of Edison, New Jersey, on this 15 day of April, 2019.

**FOR THE TOWNSHIP OF EDISON:**

By:

  
Thomas Lankey, Mayor

Witness:

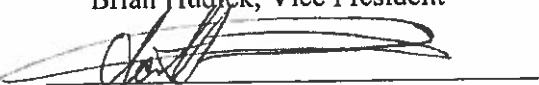
  
Cheryl Russomanno, Twp. Clerk

**FOR PBA LOCAL #75**

By:

  
Michael Schwarz, President

  
Brian Hudick, Vice President

  
Scott Luks, Treasurer

  
Joseph Kenney H, State Delegate





