

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

Maureen Ruane
Signature

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, 2018 through December 31, 2022

**PREPARED BY:
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ATTORNEYS FOR EDISON S.O.A.**

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	4
ARTICLE II	CONDUCTING ASSOCIATION BUSINESS.....	4
ARTICLE III	BULLETIN BOARD	6
ARTICLE IV	GRIEVANCE PROCEDURE.....	7
ARTICLE V	HOURS OF WORK & WORK SCHEDULE.....	10
ARTICLE VI	OVERTIME.....	13
ARTICLE VII	HOLIDAYS.....	16
ARTICLE VIII	UNIFORM ALLOWANCE.....	17
ARTICLE IX	INSURANCE & LEGAL REPRESENTATION.....	18
ARTICLE X	DEATH IN THE FAMILY.....	20
ARTICLE XI	DISCRIMINATION & COERCION.....	21
ARTICLE XII	MUTUAL AID.....	21
ARTICLE XIII	COLLECTIVE NEGOTIATING PROCEDURE.....	22
ARTICLE XIV	SICK TIME.....	22
ARTICLE XV	DURATION OF AGREEMENT.....	26
ARTICLE XVI	SAVINGS CLAUSE.....	27
ARTICLE XVII	DUES CHECK-OFF.....	27
ARTICLE XVIII	DEPARTMENTAL TRAINING.....	27
ARTICLE XIX	POST-TERMINATION EMPLOYMENT.....	28
ARTICLE XX	TERMINATION OF ENTITLEMENT.....	29
ARTICLE XXI	PERSONAL DAYS.....	29
ARTICLE XXII	EMPLOYER RIGHTS.....	30

ARTICLE XXIII	WELFARE & PENSION BENEFITS.....	31
ARTICLE XXIV	VACATIONS.....	37
ARTICLE XXV	COMPENSATORY TIME.....	38
ARTICLE XXVI	ORGANIZATIONAL CHART.....	38
ARTICLE XXXVII	WAGES & LONGEVITY.....	38
ARTICLE XXVIII	FEDERAL OR STATE LAW.....	41
ARTICLE XXIX	OUTSIDE EMPLOYMENT.....	41
ARTICLE XXX	PERSONNEL FILES.....	41
ARTICLE XXXI	ADDITIONAL EMPLOYEE RIGHTS.....	42
ARTICLE XXXII	JOINT COMMISSION.....	43
ARTICLE XXXIII	CONTINUATION OF BENEFITS.....	43
ARTICLE XXXIV	DISCIPLINE, DISCHARGE OR SUSPENSION.....	43
ARTICLE XXXV	NO WAIVER.....	44
ARTICLE XXXVI	EMPLOYEE DRUG TESTING.....	44
ARTICLE XXXVII	UNPAID LEAVE OF ABSENCE.....	44
	SIGNATURE PAGE.....	45
	APPENDIX A.....	46

**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 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. 34:13A-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 in subsequent contract years.

**ARTICLE II
CONDUCTING ASSOCIATION BUSINESS**

A. The S.O.A. 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 requests for time off with pay. Such approval shall be subject to department manpower 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 including two (2) annual conventions and to attend all S.O.A. meetings, which require their attendance and air travel time to be approved by the Chief of Police.

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, provided 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 alternate delegates 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 sixteen (16) members of the Edison PBA/SOA (Association), representing the Edison Police Department. The Honor Guard is to be selected by the Association.

The Township agrees to grant time off *with* 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. Eight (8) members for funerals within 300 miles;
2. Twelve (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 the deceased officer and his/her family.

H. The S.O.A. President and/or his/her designee, not to exceed two (2) 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 conducting Association business when necessary. The compensatory time awarded for conducting Association business shall be used by the S.O.A. President and his/her 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 or any other bargaining unit.

B. The S.O.A. President 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, 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 the meeting referenced in Section B(3) above. Thereafter the parties will schedule a hearing date and notify all interested parties 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 shall be served upon the respective parties.

6. If the S.O.A. disagrees or objects to the decision of the Director of Public Safety, or his/her designee, it may 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, may 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 a change in the law governing the New Jersey Public Employment Relations Commission or its Rules and Regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one 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 between the parties except representation costs, the cost of experts, and transcript costs, 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 equals ten (10) hours and twenty (20) 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 equals nine (9) hours and twenty (20) minutes in a twenty-four (24) hour period.

All provisions of the contract detailing or referring to the length of any "work day" refer to the foregoing paragraphs.

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 affected 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 work schedule shift assignments shall take effect on January 1st of the subsequent 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.

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 have work schedules of Monday through Thursday or Tuesday through Friday with weekends off-duty. Detectives shall work holidays in the event they fall during their work schedule.
 - iii. 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.
3. The provisions of this article notwithstanding, hours of work and work schedules 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 comment 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 8:00 a.m. and terminate at 5:20 p.m.
 - ii. Evening shift shall commence at 4:00 p.m. and terminate at 1:20 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 on seniority in rank. If the Officer is transferred to a new division after September 1, the Officer 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. Upon the declaration of an official emergency, as defined by *N.J.S.A. 40A:14-134*, the provisions above shall not apply.

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

J. 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 officers involved.

ARTICLE VI OVERTIME

A. Scheduled tours of duty shall not be changed unless four (4) days advance notice is given except in an emergency defined by *N.J.S.A. 40A: 14-134*. Whenever an Employee's scheduled work hours are changed, except in an emergency, the Employee is to receive time and one-half (1 ½) for the newly scheduled hours, if a change is made without said four (4) days' notice.

B. Overtime duty shall be assigned from a rotating list starting with the most Senior Officer whenever practical, with consideration given, but not limited to the following factors:

1. Qualification of the Employee
2. Individual expertise
3. Seniority in rank
4. Demands of the particular assignment

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

When overtime less than four (4) hours 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 Municipal Court while on duty. When 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 Municipal Court appearance, it is his/her obligation to immediately notify the Municipal Court and the Division Commander. If they are unable to reschedule the officer's appearance to coincide with his/her regular on-duty time, then the officer shall be paid. If the Employee fails to provide this immediate notification, then this provision will not apply.

D. Whenever an Employee is required to be placed on stand-by alert during any twenty-four (24) hour period, the officer shall be paid two (2) hours of overtime pay at time and one-half (1 ½), 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 the day that he/she is also regularly scheduled for duty shall receive a minimum of two (2) hours of overtime pay at time and one-half (1 ½). If called in on an off-duty day, the officer shall receive no less than 9.33 hours of overtime pay at the rate of time and one-half (1 ½).

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

G. Regular overtime for officers on the 4/4 schedule is 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 ten (10) hours and twenty (20) minutes on each tour of duty.

2. Officers on a 4-4 work schedule who work overtime on a regular day off shall receive no less than ten (10) hours and twenty (20) minutes of overtime pay at the rate of time and one-half (1 ½).

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 appearances in response to all subpoenas other than matters heard in 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 previously arranged contractual day off (vacation, personal compensatory, or sick) and appears in response to a subpoena, the employee will receive a minimum of six (6) hours call-in pay at his/her overtime rate or time actually 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.

b. If the employee is off-duty as a result of his/her regularly scheduled tour day off, and appears in response to a subpoena, the employee will receive a minimum of six (6) hours call in pay at his/her overtime rate or time actually 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 party 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.

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 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 paragraphs a and b above is 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.

e. All Lieutenants may work 18.6 consecutive hours as a Watch Commander.

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. Veterans 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 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 ½). The holidays shall run from 12:00 a.m. to 12:00 p.m. An Employee must work his/her complete regular tour of duty, and at least one-half (½) of his/her shift must be worked on the holiday in question to qualify for said payment.

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 damaged watches is not to exceed fifty dollars (\$50), and other payments are 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 by showing documentation of said damage in police incident reports as a minimum requirement. Payments for damaged watches will be made only if at least two (2) estimates are provided and approval is obtained from the Business Administrator. Payment for damaged 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 and his/her designee shall be fully paid for and/or supplied by the Township.

D. The Township shall purchase outer carrier vests for each employee, beginning January 1, 2019. Replacements will be provided at the discretion of the Chief of Police, based on the manufacturer's recommendations. No more than two (2) vests will be provided to each officer through December 31, 2022, except when a vest is damaged on-duty and such damage is documented in a police incident report.

ARTICLE IX INSURANCE & 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 are 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 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 provision 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 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, which is 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 legal expenses 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 rate 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, a 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 efficiency 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.

In the event of 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 an 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 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 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 purposes of discussing wages, hours, 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 relations 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 are necessary to the proper implementation and performance of the terms of this Agreement.

ARTICLE XIV SICK TIME

A. Each member shall be granted a total of eight (8) sick days per year up to the time of termination of employment.

1. Members will be paid at the time of retirement or termination for one half (½) 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.

2. Effective September 1, 2016, sick leave shall accumulate for all employees at the rate of eight (8) sick days per year, 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 payouts will be based on the officer's rate of pay at time of retirement.

Officers with sick time banks existing prior to September 1, 2016 will maintain their original bank as set forth in Section A(1) above. Effective September 1, 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 2004 sick time bank when available.

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) and A(2) of this Article.

C. Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section A(1) and A(2) of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made 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 recommended 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 commencement of major illness leave. If an employee needs to utilize major illness leave within 365 days of returning from a prior major illness leave, he/she will be required to utilize four (4) sick days prior to the commencement of major illness leave.

4. The Employer shall have the option to implement a disability insurance program which will be implemented in the same manner as Sections D(1), (2), and (3) above. 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. Any extension of the major illness leave beyond the nine (9) month period will be at the discretion of the Director of Public Safety 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.

E. 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 police reports and verified by the Township-appointed physician.
3. During the period in which 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.

F. 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.

G. 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.

H. The Mayor or his/her 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.

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 day 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 be 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 officer shall be deducted for an entire month of his/her vacation allotment.

If an officer has used all of his/her vacation days prior to the disability for that year, he/she 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 until December 31, 2022.

B. Negotiations for the year beginning January 1, 2023 shall commence so as to comply with the requirements of applicable PERC statues and Administrative Codes, with representatives of S.O.A. and the Township's 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. If 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

The Township shall deduct dues 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.

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 expendable shells to such person 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 officers' scheduled days off. The Department will provide a list of training days for the year no later than January 31st. This deadline may be changed upon mutual agreement of the Township and the SOA. Officers will pick a training day based on seniority. 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 firearms qualifications will be performed while on duty.

D. Training hours will be equivalent to the officers' regular hours of their shifts 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 during any hours other than the officer's originally scheduled work hours, it must be mutually agreed upon by the Township and the SOA.

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 of employment, 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 not be unreasonably denied.

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

1. Report in person or call by telephone directly to the Bureau Commander requesting a personal day off and giving a brief description of the emergency. This call or personal contact must be made at least one (1) hour prior to the start of the officer's shift.
2. If the Bureau Commander is not available, the call or personal contact should be made to the Watch Commander.
3. If the Watch Commander is not available, the call or personal contact should be made to the highest ranking officer on duty.

4. 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 S.O.A.

B. No lockout of Employees shall be instituted by the municipal Employer during the term 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 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 Horizon Blue Cross/Blue Shield PPO Blue as follows:

Plan	Deductible	Coinsurance	Co-pay
PPO	200/400 (out of network only)	80-20 (out of network only)	\$15.00 (in network only)

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.

3. Effective January 1, 2017, the Traditional Plan coverage will no longer be offered for any active employee. 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 1, 2016 claims for medical services shall be paid at the rate of ninety percent (90%) of Fair Health or an equivalent data base.

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 orthopedic coverage not to exceed \$4,000.00 per lifetime maximum per dependent.

C. Prescription. The Township shall offer prescription coverage 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 effective June 1, 2010 for a single co-pay in accordance with the schedule below:

Brand (alternative available)	\$20.00
Preferred Brand (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 S.O.A. 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 S.O.A. shall bear the costs of the arbitrator and any arbitration decision issued will be applied to the S.O.A. 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 S.O.A. 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 S.O.A. shall bear all costs of the arbitrator and any arbitration decision issued will be applied to the S.O.A. 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.

D. Vision

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

I. 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; or
4. An Employee who retires from the Township 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.
5. 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 for 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. For all current members of the Negotiations Unit, dependent coverage shall be available for all children of the Employees covered by this Agreement up to the age of twenty-six (26). 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 nineteen (19) and who is chiefly dependent upon the employee or member for support and maintenance in accordance with *N.J.S.A. 17B:27-30*. 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/her public office or 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 to 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 reimbursement 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 employees who voluntarily elect to waive health insurance, no matter when the waiver was elected, will receive a maximum of \$5,000 annually, calculated to reflect savings after employee contribution as set forth in the contract is accounted for.

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

J. All employees shall contribute towards the cost of health benefits premiums as reflected below, per pay, based on twenty-four (24) pays per calendar year. An employee enrolled in any portion of offered benefits shall pay the amount 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	\$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	\$399 PP (\$9,585)	\$372 PP (\$8,918)	\$333 PP (\$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)

K. The parties acknowledge 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. All Employees are entitled to the following annual vacation:

<u>Years of Service</u>	<u>Working Days Vacation</u>	
	<u>4/4 10.33</u>	<u>4/3 9.33</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 in units of full working days from one (1) full day to twelve (12) consecutive full working days. Vacation time in excess of twelve (12) consecutive full working days may not be taken except if there is no conflict with other members of that officer's squad, and the other members of said squad agree that the officer may take more than twelve (12) consecutive full working days.

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

**ARTICLE XXV
COMPENSATORY TIME**

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

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

C. Compensatory time off must be taken by the officer within sixty (60) days. If an Employee makes a request for time off and is refused prior to the expiration of the sixty (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 XXVI
ORGANIZATIONAL CHART**

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

**ARTICLE XXVII
WAGES AND LONGEVITY**

A. All Employees covered by this Agreement shall receive successive annual wage increases to their base salaries as follows:

01/01/2018	2.5%
12/31/2018	1.0%
01/01/2019	2.5%

07/01/2019	2.5%
12/31/2019	1.5%
01/01/2020	2.5%
07/01/2020	2.5%
01/01/2021	0.0%
01/01/2022	0.0%

The successive wage increases set forth above shall begin January 1, 2018 by increasing employees' 2017 base salaries as set forth below:

RANK	2017 Salaries
Sergeant	\$126,401
Lieutenant	\$142,201
Captain	\$159,976

The Township agrees that all step increments will be continued subsequent to the expiration of this Agreement without being contingent upon ratification of a successor agreement.

B. Longevity & Payment scale

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

1. The longevity schedule shall be set forth in the table attached hereto entitled "LONGEVITY TABLE". (See Appendix A). For purposes 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 of any State or the Federal Government.

2. 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%).

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 New Jersey Police Training Commission or any equivalent state police training commission or agency from any State or Federal government:

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

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. 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 XXVIII
FEDERAL OR STATE LAW**

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

**ARTICLE XXIX
OUTSIDE EMPLOYMENT**

A Superior Officer may accept and be employed in any occupation during his/her off-duty hours, provided that such occupation is not in violation of any Federal, State or Local law, and provided 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 Chief of Police or his/her designee before the Employee obtains other employment.

**ARTICLE XXX
PERSONNEL FILES**

A. There shall be two (2) Edison Police Department employee files for each employee. 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 a reasonable time if any material considered to be detrimental to the Employee is to be included in the file. The Employee shall have the right to examine said material and include a rebuttal.

B. Any 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 personnel file according to the expungement clause in the Edison Police Department's Rules and Regulations. The responsibility for requesting removal of material shall rest with Employee.

- D. Any formal complaint shall remain the personnel file until adjudication.
- E. No person shall be permitted to review said personnel files 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 files.
- G. A log indicating the date, time and person reviewing the files shall be kept in each file.
- H. During the course of an ongoing investigation concerning an Employee, 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 XXXI
ADDITIONAL EMPLOYEE RIGHTS**

- A. Any 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/her 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 charges or charges have been brought.
- 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 an S.O.A. representative prior to any disciplinary or investigatory hearing or session. Said officer shall not be forced to answer 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 and use of recommended equipment. Such recommendations shall not be subject to the Grievance Procedure.

The Township Business Administrator shall be Chairperson of this 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**

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 XXXIV
DISCIPLINE, DISCHARGE OR SUSPENSION**

A. No Employee shall be disciplined or discharged without just cause, except those officers who have probationary status. Probationary Employees may be discharged without cause during the first twelve (12) months of employment.

**ARTICLE XXXV
NO WAIVER**

Except as otherwise provided in this Agreement, the failure by either party to enforce any provision of the Agreement or otherwise exercise 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 XXXVI
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 officers to be illegal or unconstitutional, the provision concerning random testing, only, shall be null and void.

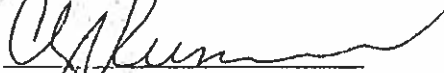
**ARTICLE XXXVII
UNPAID LEAVE OF ABSENCE**

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 15 day of April, 2019.

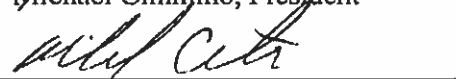
FOR THE TOWNSHIP OF EDISON:

By: 
Thomas Lankey, Mayor

Witness: 
Cheryl Russomanno, Twp. Clerk

FOR PBA LOCAL #75

By: 
Michael Cimmino, President


Michael Carter, Vice President

SUPERIOR OFFICERS ASSOCIATION, LOCAL #75

LONGEVITY APPENDIX A

YEARS OF SERVICE*		LONGEVITY %
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	11.50%
Start of Year	22	12.00%
Start of Year	23	12.50%
Start of Year	24	13.00%
Start of Year	25	14.50%
Start of Year	26	14.50%

*As per the "Jan/Jun" rule established in Article XXVII, Section B(3)