

RESOLUTION R.031-012023

**A RESOLUTION AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE
MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF EDISON AND THE PBA
LOCAL 75, POLICE BENEVOLENT ASSOCIATION**

WHEREAS, the Township of Edison (hereinafter the "Township") and PBA Local 75, Edison Township Police Benevolent Association (hereinafter the "PBA") have engaged in negotiations for a successor collective negotiations agreement ("CNA"); and

WHEREAS, the Township and Local 75 have agreed to the terms and conditions set forth in a Memorandum of Agreement ("MOA"); and

WHEREAS, the PBA has ratified the terms in the MOA; and

WHEREAS, the Township wishes to approve the terms contained in the MOA and approve the form of the draft successor collective negotiations agreement for the term January 1, 2023-December 31, 2027; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Edison, County of Middlesex, State of New Jersey, as follows:

- 1) That the Township hereby accepts and approves the terms contained in the MOA and the successor collective negotiations agreement with the PBA Local 75 in substantially the same form as attached hereto; and
- 2) The Mayor is authorized to execute the successor collective negotiations agreement on behalf of the Township; and
- 3) This Resolution shall take effect immediately.

THIS IS TO CERTIFY that this is a true and compared copy of an Resolution adopted by the Municipal Council of the Township of Edison at their Regular Meeting of January 25, 2023.



Cheryl Russomanno, RMC
Municipal Clerk

MEMORANDUM OF AGREEMENT

**TOWNSHIP OF EDISON
AND
PBA LOCAL 75, POLICE BENEVOLENT ASSOCIATION**

WHEREAS, the Township of Edison (hereinafter the "Township") and PBA Local 75, Edison Township Police Benevolent Association (hereinafter the "Local 75") are parties to a Collective Negotiations Agreement which expired on December 31, 2022; and,

WHEREAS, the Township and the Local 75 have conducted negotiations for a successor agreement; and,

NOW, THEREFORE IT IS AGREED, by and between the Township and the Local 75 as follows:

1. **Term:**

- This Agreement shall be effective as of the first day of January 2023 and shall remain in full force and effect until the 31st day of December 2027.

2. **Article V, Hours of Work and Work Schedule:**

- See, Power Shift Language

3. **Article VI, Overtime:**

- Revised Language: Move maximum from 18.6 to 19 hours per shift.

4. **Article X, Death in the Family:**

- Section B: Revised Language - 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

5. **Article XXI, Personal Days:**

- Section B: Revised Language – Request for non-emergency day off may be made up to (45) days in advance with a (5) day window for approval.

6. **Article XXIII, Welfare and Pension Benefits:**

- Remove POS Plan
- Section B (2): Incorporate Prescription co-pay language
- Section E: Revised Language – Change “June 28, 2011” to “January 15, 2013”
- Section L: Annual 2.75% increase to Employee Contributions
- Section A (1) PPO Plan Revisions
 - \$20 Co-Pay In-Network
 - \$50 Emergency Room Co-Pay
 - \$300/\$600 Out of Network Deductible
 - Unlimited Short-Term Therapies
 - 50 Chiropractic Visits Annually
 - Claims for medical service shall be paid at the Fair Health rate of 85%
 - Prescription (Non-Maintenance) Co-Pays:
 - \$0 Generic
 - \$5 Preferred (Medically necessary or no generic available)
 - \$20 non-preferred
 - Prescription Maintenance Co-Pays:
 - Mail order 90-day supply follows non-Maintenance co-pay
 - No Mail Order
 - \$25 Generic
 - \$30 Preferred
 - \$50 non-Preferred
 - Diabetic Supplies & Durable Medical Equipment – 100% In Network
 - Ambulance – 100%
 - Private Duty Nurse – 100%

7. **Article XXVII, Wages and Longevity:**

January 1, 2023	3.00%
January 1, 2024	3.00%
January 1, 2025	3.00%
January 1, 2026	3.00%
January 1, 2027	3.00%

- Section B (3) – Revised Language

First Day of 6 th Year of Service	3.00%
First Day of 11 th through 15 th Year of Service	6.00%
First Day of 16 th to 20 th Year of Service	9.00%
First Day of 21 st Year of Service	12.00%

8. **Article XXV, Compensatory Time:**

- Section B: Add Language – “Pursuant to the Fair Labor Standard Act (“FLSA”), 29 U.S.C.S. § 207(o)(3), employees may accrue up to 480 hours in compensatory time.”
- Section C: Request for a compensatory day off may be made up to (45) days in advance with a (5) day window for approval.

9. The MOA is subject to approval by the Township Council and ratification by the membership of the Local 75. Any terms from the prior agreement not addressed in this MOA are deemed incorporated into this agreement.

DATED: 1/10/2023

LOCAL 75

TOWNSHIP OF EDISON

PTL. Dan D. Boole Sonia Alvarado