

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWNSHIP OF EDISON
AND
THE SUPERIOR OFFICERS' ASSOCIATION
AFFILIATED WITH THE EDISON TOWNSHIP PBA, LOCAL NO. 75, INC.**

**CONFIDENTIAL AND NOT SUBJECT TO OPRA
FOR SETTLEMENT PURPOSES ONLY**

The following Memorandum of Agreement ("MOA") is a draft for settlement purposes only. This MOA shall be reviewed only by the negotiations teams of the Township of Edison ("Township") and the Superior Officers Association ("SOA"). Upon approval of this draft, it shall be executed by the designated members of each negotiating team. The executed MOA will then be subject to ratification by the appropriate authorities for the Township and the full membership of the SOA. All items tentatively agreed upon are subject to final agreement on the entire contract. All proposals made by both parties during negotiations shall be deemed withdrawn, and any item which is not modified by the terms of this document shall remain as written in the prior agreement.

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

ARTICLE VI: OVERTIME

Add new provision to Section B:

Overtime will be assigned on 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 overtime, it must be assigned to the most junior officer. The overtime list will resume back to the senior most officer.

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

When a need for overtime arises that is less than four (4) hours, it will be offered to the most senior officer. If said overtime lasts longer than four (4) hours, it will be counted as his spot on the regular overtime list.

Modify Section H. Subpoenas: The following subsection will apply to response to all subpoenas other than those heard in Edison Municipal Court.

ARTICLE IX: INSURANCE AND LEGAL REPRESENTATIVE

Add New Section A.4.: When an officer is named as part of a civil action against the township, the officer will have their choice of counsel provided by the township, so long as said counsel accepts J.I.F. rates, so long as the Township approves, so long as 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 and the attorney is acceptable to the J.I.F.

ARTICLE XIV: SICK TIME

Add New Section A.2.: Effective upon full ratification of this agreement, for all employees, sick leave shall accumulate 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 payout will be based on the officer's rate at time of retirement. Officer with existing sick time banks will maintain their original bank and be permitted to start a new one. If an officer needs to utilize banked sick time, it will be deducted first from the original sick bank when available.

Add number 6. to Section B.2. as follows: 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 statutory limit of the equivalent of two (2) years of vacation time.

ARTICLE XV: DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from January 1, 2014 through December 31, 2017.

ARTICLE XVIII: DEPARTMENTAL TRAINING

Modify Section D: Officers will be responsible for one (1) training day per year during the officers' scheduled day off. The Department will provide a list of training days for the year no later than January 31st. This deadline date may be changed when mutually agreed upon between the Township and the PBA. 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.

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 mutual agreed upon by the Township and the PBA.

ARTICLE XXII: EDUCATION BENEFITS

Delete Article in its entirety.

ARTICLE XXIV: WELFARE AND PENSION BENEFITS

Modify Section A.1. and A.2. - Medical and Hospitalization Coverage: 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.

Add: 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.

Add: Effective upon full ratification of this agreement claims for medical services shall be paid at the rate of ninety percent (90%) of Fair Health or equivalent data base.

Modify Section B. - Prescription: The Township shall offer prescription coverage under Express Scripts/CVS Caremark.

Modify Section E. - Retiree Coverage: "An Employee who retires from the Edison Division of Police on or after September 1, 2016 must have a minimum of ten (10) years of service with the Township of Edison 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 XXIV, and to have continuous coverage on the same basis during retirement, including his or her spouse at the time of retirement and eligible dependants.

Modify first sentence of Section F: "Dependent coverage is available for all children of the Employees covered by this Agreement up to the age of twenty-six (26)."

Modify Section L: "All employees shall contribute toward health benefits premiums in accordance with P.L. 2011, Ch.78.

Add New Section M: Vacation Time Accrual during Long term disability will be amended as follows:

Vacation day accrual 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 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 XXV: VACATIONS

New Section F.: 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 each 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 XXVIII: WAGES AND LONGEVITY

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

Effective January 1, 2014:	0%
Effective January 1, 2015:	0%
Effective September 1, 2016:	2.0%
Effective January 1, 2017:	2.9%

The salary guide shall be modified to reflect the following:

Effective January 1, 2014:

<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
\$119,627	\$133,775	\$149,694

Effective January 1, 2015:

<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
\$119,627	\$133,775	\$149,694

Effective September 1, 2016:

<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
\$122,839	\$138,194	\$155,468

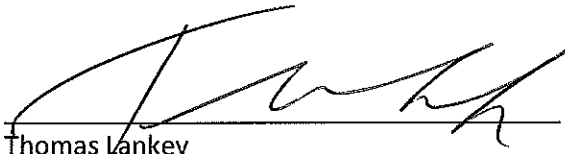
Effective January 1, 2017:

<u>Sergeant</u>	<u>Lieutenant</u>	<u>Captain</u>
\$126,401	\$142,201	\$159,976

Modify Section B (first full paragraph, fourth sentence) as follows: 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 state police training commission or agency from any state or Federal Government.

Add following sentence to Section C: 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.

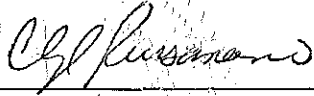
Delete Section D (Shift Differential) in its entirety.



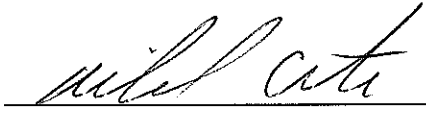
Thomas Lankey
Mayor



Michael Ciminno
President, Superior Officers Union



Cheryl Russomanno
Clerk



Michael Carter
Vice President, Superior Officers Union