

Agreement

Between the

Edgewater Park Police Association
(Superior Officers)

and

The Township of Edgewater Park

January 1, 2017 – December 31, 2020

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ARTICLE I - PREAMBLE

This Agreement, entered into this 17th day of July, 2018 by and between the Township of Edgewater Park, County of Burlington, State of New Jersey hereinafter referred to and Edgewater Park Superior Officers, hereinafter referred to as the Employees has as its purpose the promotion of harmonious relations between the Township and the Employees, the establishment of an equitable and peaceful procedure for the resolution of employment and represents the complete and final understanding of the Rules and Regulation of the Township of Edgewater Township.

ARTICLE II – LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law or the Township's Departmental Rules and Regulations/Policies and Procedures upon any Township Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Township and the Superior Officers to follow the terms outlined herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any Superior Officer such rights as he may have under any other applicable law(s) and regulations. The rights granted to Superior Officers hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of the Agreement or any application of this Agreement to any Superior Officer or group of Superior Officers is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting , except to the extent permitted by Law, however, all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provision of State and Local Laws, except as such particular provisions of this Agreement modify existing Local Laws.

ARTICLE III - RECOGNITION

The Township recognizes Edgewater Park Police Association, hereinafter referred to as the "Union," as the bargaining agent for the Edgewater Park Superior Officers, hereinafter "Superior Officers", for the purpose of establishing salaries, wages, hours and conditions of employment for all its Superior Officers, contained herein as part of this Agreement. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees under the laws of 1968, Chapter 303 (N.J.S.A. 34:13A, *et seq*).

ARTICLE IV - GENERAL RULES

A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are not by statute.

B. The minimum rate shall be the hiring rate for each title. Employees may be hired in excess of the minimum rate if they possess special skills or experience that may be of value to the Township, at the discretion of the employer.

C. Whenever a Superior Officer is promoted or reclassified from one class or title to another having a higher salary range or when the salary range of his classification is increased, then his salary shall be adjusted to the minimum of the new range or to his old rate, whichever is higher.

D. The rate of compensation provided for in this Agreement is fixed on the basis of full-time service unless stated otherwise.

E. During the term of this Agreement the pay scale will not be reduced unless by mutual agreement of both Parties.

F. In order to adequately and safely protect and serve both employees and the public, essential management prerogative must be retained. The rights of management shall include but not limited to: the determination of emergencies, duty assignments, adjusting of work schedules, disciplinary actions, demotions, fines, promotions, suspensions, or transfers of employees when management

shall so determine. Safe working conditions will be a joint responsibility of management and the Association. A Safety Council may be organized and made up of four (4) members; two (2) from management; and two (2) from the Association.

G. The Employer agrees that there will be no discrimination or favoritism practiced upon or shown Superior Officers for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, gender expression (as defined under NJ State Law), national origin, color, handicap, activities or any other legally protected class.

H. For the purposes of this Agreement, he, shall be a generic term referring to any Superior Officer regardless of their sex. Said usage is not intended to be discriminatory or sexually bias. The Union and the Township shall continue to discourage bias, prejudice and bigotry, and foster understanding of others in the workforce regardless of race, creed, color, national origin, sexual preference, gender and its expression, age or physical condition.

I. If any provision in this contract conflicts either with any Edgewater Park Police SOP, Edgewater Park Police General Order, or the NJ Attorney General's Guidelines, the latter law enforcement standards will govern.

J. The terms and conditions of this Agreement concern, benefit and govern the members of the Edgewater Park Police Association (Superior Officers' Unit) Membership List, attached as Annex B.

ARTICLE V – GRIEVANCE PROCEDURE

A. General Policy. It is the policy of the Township that every Superior Officer be treated fairly, courteously and with respect at all times. Conversely, each Superior Officer is expected to accord the same treatment to his associates, supervisors and to the public.

B. The term "Grievance" shall mean an alleged violation of this Agreement or any dispute with respect to its meaning or application.

a. Step 1: Informal Verbal Grievance

1. Within forty-eight (48) consecutive hours, excluding weekends or holiday, after the event or occurrence giving rise to the grievance, an Officer shall file his/her grievance with his/her immediate supervisor, verbally or in writing on forms approved by the Township, providing the facts relating to the grievance.

2. Within fifteen (15) working days of the time when the grievance was first presented, the supervisor shall attempt to arrange a mutually satisfactory settlement of the grievance. With the express consent of the Union, the time to do so may be extended for a period of seven (7) working days.

3. In the event that the grievance cannot be resolved at this level, the grievant may appeal the decision in writing by providing written notice of the appeal within fifteen (15) working days of the referral, and the grievance would proceed to Step 2. In the event that the grievant does not appeal the decision in writing, the grievance will be deemed to have been resolved and will be dismissed.

b. Step 2 - Formal Written Grievance – Department Head (Chief)

1. Within forty-eight (48) consecutive hours, excluding weekends or holiday, after being advised that the grievance cannot be resolved under Step 1, the Officer shall present, in writing and on forms approved by the Township, the facts related to the grievance.

2. The grievance shall be presented to the Police Chief, along with the decision of the immediate supervisor under Step 1.

3. At this same time, a copy of the written grievance shall also be provided immediate supervisor, referenced in Step 1.

i. Within two (2) working days of receipt of the written grievance the immediate supervisor, referenced in Step 1, shall provide a written report of the facts related to the grievance to the Chief of Police, including the immediate supervisor's response to the grievance.

ii. The Police Chief shall have 15 working days to resolve the grievance and render a written decision.

iii. Copies of the written decision shall be forwarded to the grievant.

c. Step 3 – Formal Written Grievance – Administrator

1. Within forty-eight (48) consecutive hours, excluding weekends or holiday, after being advised that the grievance cannot be resolved under Step 2, the Officer shall present, in writing and on forms approved by the Township, the facts related to the grievance. In the event that the grievant does not appeal the decision in writing, the grievance will be deemed to have been resolved and will be dismissed.

2. The appeal of the determination on the grievance shall be presented to the Township Administrator, along with the decision of the immediate supervisor and the Police Chief under Steps 1 and 2.

3. At this same time a copy of the written grievance shall also be provided immediate supervisor, referenced in Step 1 and the Police Chief as referenced in Step 2.

i. Within two (2) working days of receipt of the written grievance the Police Chief, referenced in Step 2, shall provide, in writing, a written report of the facts related to the grievance to the Administrator, including the immediate supervisor's response to the grievance.

ii. The Administrator shall have 15 working days to resolve the grievance and render a written decision.

iii. Copies of the written decision shall be forwarded to the grievant.

d. Step 4 – Governing Body

1. Within forty-eight (48) consecutive hours, excluding weekends or holiday, after being advised that of the determination of the grievance under Step 3, if the Officer wishes to appeal the determination, s/he may do so by filing an appeal, which must be presented in writing and on forms approved by the Township, stating the facts related to the grievance, including the attempts at resolution under Steps 1, 2 and 3, above and a description of how the Officer believes the prior determinations were in error.

2. At this same time a copy of the written grievance shall also be provided to the immediate supervisor, referenced in Step 1; the Police Chief, referenced in Step 2; and the Township Administrator, referenced in Step 3.

i. Within two (2) working days of receipt of the written grievance the Administrator, referenced in Step 3, shall provide, in writing, a written report of the facts related to the grievance to the Township Committee, including all responses as referenced in Steps 1, 2 and 3.

ii. The Township Committee shall schedule, hear and render a written determination within 15 working days of receipt of the grievance.

iii. Copies of the written decision shall be forwarded to the grievant.

C. In the event that the grievance is not resolved at this level or in the event of an adverse decision by the Township Committee the grievant shall have thirty (30) days to file an appeal with P.E.R.C. (Public Employment Relations Commission) for an appointment of an Arbitrator whose decision shall be final and binding on all parties to the grievance.

D. Failure of the grievant to act upon or appeal any grievance within the time frames set forth above and at any one step shall mean that said grievance is automatically dismissed.

ARTICLE VI – COMPENSATION

A. Payroll:

1. In the event that the Township changes to a Bi-Monthly payroll schedule (15th & 30th), the Township shall provide the Officers with 30 days' notice of conversion to revised payroll schedule.

B. Salaries and wages

1. All Superior Officers in classification listed in Annex B shall receive the salaries and wages set forth within Annex A for the years 2017 through 2020. Said wages shall be paid in accordance with the Salary Ordinance for the respective years.

C. Work Schedules

1. The work schedule shall be the prerogative of management.
2. Work schedules will be posted no less than one (1) month in advance.

3. Changes in schedules will be posted a minimum of two (2) weeks in advance to allow members to rearrange personal activities. The only exception being a minimum of one (1) week notice for school scheduling and as much notice as possible in the event of illness or emergency.

D. Definition of Duties

1. Refer to job title as promulgated by the New Jersey Civil service Commission.

E. Court Pay

1. All members of the Association shall be entitled to receive time and a half for court pay or compensatory time at a rate of time and a half. (2 hr. minimum pay). Such compensation shall be for appearance in court during the year. This two (2) hour minimum pay is regardless of the length of time, five (5) minutes or the total of two (2) hours.

ARTICLE VII – LEAVES OF ABSENCE

A. Personal Leave Days

1. All Superior Officers shall receive five (5) Personal Days for personal leave, which may be taken as, requested and approved by the Chief of Police or Public Safety Director or his designee.

2. Personal leave shall not be cumulative and payment shall not be given to any employee in lieu of leave.

3. The proposed use of a Personal Day must be requested within twenty-four (24) hours of an employee's next scheduled shift or, in the case of an emergency, within four (4) hours of an employee's next scheduled shift.

B. Educational Leave of Absence

1. Any permanent Superior Officer or any temporarily mentally or physically incapacitated permanent Superior Officer holding a position in the classified service who desires to engage in a course of study or attend school courses that will increase their usefulness to the Township, or for any reason approved by the Administrator and the Police Chief, may, with approval of the

Administrator and the Police Chief, be granted a special leave of absence without pay for a period not to exceed (6) months to pursue their course of study.

2. Any Superior Officer asking for leave of absence shall submit their request in writing to the Police Chief, stating starting date, approximate duration and finishing date to return and reason for leave.

3. Upon completion of approved leave of absence, the Superior Officer shall be entitled to return to their former position.

4. All applications for leave of absence, after review by the Police Chief and Administrator, shall be reviewed by the entire Township Committee and final approval of the leave of absence is only by a majority of the Township Committee by formal action.

C. Bereavement Leave (Paid Leave)

1. Bereavement Leave" refers to a paid temporary leave of absence due to a death of a member of the Officer's family and shall be provided in accordance with Edgewater Park Standard Operating Procedures and/or the Township's Employee Handbook. The Officer shall be allowed the following paid time off in case of death of the following family members:

1. Death of father, mother, grandfather, grandmother, spouse, civil union partner, domestic partner, son, daughter, grandchild, brother, sister, father in law, mother in law, son in law, daughter in law, from the day of death until the day of burial inclusive.

2. Death of an uncle, aunt, nephew, niece, brother in law, sister in law, cousin of the first degree, the day of burial only.

3. An exception to this rule may be made when the deceased is buried in another state and the member would be unable to return in time for duty with the leave of absence granted.

D. Family Medical Leave Act (FMLA) Leaves of Absence:

1. Family Medical Leave Act (FMLA) Leave of Absence (29 CFR Part 825) (unpaid) and New Jersey Family Leave Act (FLA) (N.J.S.A. 34:11B-1 *et seq.*) (unpaid) and New Jersey Paid Leave Insurance (P.L. 2008, c. 17) shall be administered in accordance with their respective provisions. An

Officer applying for such leave must make timely application for such leave pursuant to the procedures and requirements of the Township's leave policy and submit the required forms and medical documentation consistent with the forms designated by the Township, which are to be consistent with the applicable State and Federal Leave Act requirements.

2. The Officer may opt to use paid or unpaid leave for the first 15 days (three weeks) they use FMLA or NJFLA. These 15 days refer to work days and not calendar days.

E. Non-Family Medical Leave Act Leaves of Absence.

1. Any Officer requesting a leave other than under the Family Medical Leave Act ("FMLA") shall have first submitted a request for such leave, if applicable, under the FMLA. If the leave sought is not eligible under FMLA, the Officer must submit his/her written request to the Chief of Police.

2. All requests shall include the proposed that date the leave of absence is to begin; the requested duration of the leave with the return to work date; and the reason for the leave request.

3. Upon completion of approved leave of absence, as long as the Officer was not injured, sick, or not otherwise physically, emotionally or psychologically unable to perform his or her duties, the Officer shall be able to return to work in his/her former position at the end of the leave.

i. All applications for a leave of absence shall be reviewed by the entire Township Committee.

ii. The Final decision on whether to approve the leave of absence shall be by formal action of the majority of the Township Committee.

ARTICLE VIII – RIGHTS AND PRIVILEGES OF THE UNION

A. Representatives of the Association shall be permitted to conduct joint Association - Employer business for a reasonable amount of time on the premises as long as it does not interfere with assigned duties of said Superior Officer. The Union may have the use of a meeting room within the municipal building when appropriately scheduled through the Chief of Police or Public Safety Director or his designate.

B. No Superior Officer shall be contacted by a Committee member nor shall any Superior Officer contact a Committee member directly, the purpose of which is to prefer charges or have charges preferred or to be questioned at length with the purpose of getting information in order to prefer charges or to have charges preferred. This does not preclude brief queries inherent with normal operating procedures and for normal conduct of business nor in emergent situations by and between the Superior Officer and their immediate supervisor.

C. The Fraternal Order Police Edgewater Park Police Officers Association is the exclusive representative of the Edgewater Park Police Officers. The Union shall submit to the Township personnel office a list of name Superior Officers covered by this Agreement who are not currently dues-paying members. The Township, in compliance with State law and this Agreement, will deduct from non-member Superior Officers in this bargaining unit a representation fee equal to eighty-five percent (85%) of the amount set for the Union members (this amount will be determined by the FOP Treasurer and is to be paid by payroll deduction).

D. It is agreed by the parties to this Agreement that the Township shall have no other obligation of liability, financial or otherwise (other than set forth herein), because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

E. The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Article.

F. A demand and return system is established and this Article is in compliance with New Jersey law regarding agency shop fees.

ARTICLE IX – WORKERS’ COMPENSATION, SAFETY AND HEALTH

A. The provisions of New Jersey’s Workers’ Compensation is found under N.J.S.A. 34:15 *et seq.* and is administered by the New Jersey Department of Treasury, Division of Risk Management.

B. All Workers' Compensation obligations, including payments for medical treatment, temporary and permanent disability, are approved and processed by the Division of Risk Management, pursuant to N.J.S.A.34:15-7 and N.J.S.A.34:15-43.

C. Superior Officers disabled with job related injuries and unable to work will be granted a leave of absence with pay for periods of time up to six (6) months with a total accumulation of one (1) year for any occurrence.

D. Under the same terms and conditions set forth herein, except that Superior Officers shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements that a Superior Officer.

E. Officer will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township.

F. During the period of disability, Township reserves the right at such time and under such circumstances as reasonable, to require a Superior Officer covered under the provisions set forth herein, to undergo a physical examination by a physician of the Township's choosing. When said physician determines that a Superior Officer may return to work, the Township's unemployment compensation drafts shall cease unless the Superior Officer returns to work.

G. In the event the Superior Officer is dissatisfied with the Township physician's opinion, the Superior Officer may, at the Superior Officer's own cost, seek a second opinion.

1. If said second opinion is at variance with the initial opinion, both the Township and Union agree that the Township shall obtain from the Burlington County Medical Association a list of five (5) physicians qualified in the area of expertise which is the subject of the Superior Officer's claimed medical disability.

2. Said list shall be submitted to the Superior Officer within forty-eight (48) hours of receipt.

H. Within forty-eight (48) hours of submitting the list to the Superior Officer, both the Township and the Superior Officer shall select and rank in order of preference, three (3) physicians from the list.

1. If only one physician is the same on both lists, said physician shall be selected for the third opinion.

2. If more than one physician is on both lists, the Township is to determine which of the duplicate physician the employee is to consult to obtain a third opinion.

3. If the third opinion supports the Superior Officer's contention, the Township shall pay for the third opinion and reimburse the Superior Officer for the second opinion; if the third opinion supports the Township physician's contention, then the Superior Officer shall pay for the third opinion.

4. The decision of the third physician shall be final and binding on both parties

I. All safety hazards shall be reported through the proper chain of command to the proper official.

ARTICLE X – FRINGE BENEFITS

A. All permanent Superior Officers shall be enrolled in the New Jersey State Health Benefits Plan, including benefits for spouse and family. It is understood by the Union that if the Township elects to change health care providers, the benefit plan must be equal to or better than the current plan provided. All Officers are responsible for all premium cost sharing consistent with the mandates of P.L. 2011 c. 78. The Parties agree to negotiate the premium cost sharing responsibility in the event P.L. 2011 c. 78. sunsets, expires or is no longer in effect. However, the c. 78 rate of contribution shall continue until a successor agreement is reached. When eligible at age 65, Superior Officers and retirees of the Township are required to have Medicare as their primary coverage. (Medicare eligibility starts at age 65.).

a. Co-payments towards health insurance premiums, for active participants and into retirement, shall be in accordance with the State Health Benefit Plan's established schedule for co-payment of premiums established by New Jersey statute with respect to the minimum age and years of service requirements for PFRS participants.

B. Only all full-time Officers are eligible for membership in the Delta Dental Plan of New Jersey with 80/20 coverage paid for by the Township and in accordance with Chapter 78, P.L.2011.

1. If the Township seeks to change the dental plan, the new plan must be equivalent to or better than the plan in effect now.

C. All permanent Superior Officers are eligible for membership in the Police and Fireman's Retirement System and group life insurance available according to New Jersey Civil Service Commission's regulations.

D. Any member of the Association who is disabled or retires after (20) years of service to the Township of Edgewater Park, shall have the opportunity to remain in the Medical Insurance Plan.

a. The first seven (7) years will be paid by the Township at the current rate, less the amount of contribution to be paid by a Superior Officer for medical and prescription drug benefits for the employee and any eligible dependent which shall be set in accordance with P.L. 2011 c78.

b. After the first seven (7) years the entire cost of the insurance coverage will be paid by the non-service, disabled, or retired Superior Officer plan. All contributions will be provided to the extent permitted by New Jersey Statute for benefits eligibility based upon the statutory requirements for minimum age and years of service requirements for Police and Firemen's Retirement System (PFRS). Such retirement must be "in good standing."

E. All members of the Union who are enrolled in a matriculating course of study in criminal justice field of study will receive \$15.00 per college credit per year, paid in the first pay period of November.

F. The Township will pay for uniform cleaning for all members of the Union. This will be paid directly to the dry cleaners performing this service.

G. The Police Detective shall also receive a clothing allowance of \$1000.00 per year, as needed and as determined by the Chief of Police or Public Safety Director.

H. The Township will pay all Fraternal Order of Police (FOP) yearly dues.

I. All members of the Union shall be authorized to attend one training school per year, as scheduled by the Chief of Police or Public Safety Director or his or her designee.

J. All members of the Union shall receive 500 rounds of ammunition for their duty weapon to be utilized for off-duty shooting. The ammunition will be purchased by the Township and dispersed to the Members by a designee of the Chief of Police or Public Safety Director.

K. All members of the Union shall be reimbursed up to \$400.00 in 2017 per family for prescription eyeglasses.

a. In 2018-2020, officers will use the Flexible Spending Account provision in their health care coverage (created by pre-tax salary deductions designated by the officers) for reimbursement of this medical expense.

b. In 2018-2020, in the event any officer uses the maximum level benefit allowed by an FSA and still has unreimbursed eyeglass expenses, the Township will reimburse up to \$400 in eyeglass expenses.

L. All members of the Union who have been trained and certified as Emergency Medical Technicians and maintain that certification shall be paid the sum of \$500.00 per year. This payment shall be made in the form of a check in the first full pay period in January.

M. All members of the Union shall be paid a uniform allowance as follows:

Year	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Amount	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00

a. Uniform allowances shall be paid on the first pay period in January.

i. A uniform is defined as all issued police clothing and subsequent equipment including footwear (shoes/boots, etc.), with the exception of bullet proof vests, guns, and cap stun.

ii. The Association further agrees that uniforms shall only be purchased through a vendor approved by the Chief of Police or Public Safety Director.

iii. This payment shall be made in the form of a check in the first full pay period in January.

iv. The members will receive a 1099 form for tax purposes.

b. During the course of this contract, if a Department wide reissue is required, the Township shall be responsible for the reissue.

c. The Association further agrees that bulletproof vests shall be supplied by the Township as long as grant monies are received to purchase the vests.

i. In the event that a bulletproof vest is damaged during the course of police duties the Township shall supply the vest; bulletproof vests shall not be supplied for any other reason.

d. A member of the Detective Bureau shall be allocated \$1,000 annually for clothing.

N. Health Benefits in the event of an approved disability retirement.

Pursuant to the provisions of Chapter 48, P.L. 1999, or Chapter 88, P.L. 1974, local employers are permitted to pay for all or some of the cost of health benefits for retirees under certain conditions, including for certain types of disability retirements. The statute provides that if an employee attains 25 years of service credit on or after June 28, 2011 (the effective date of Chapter 78, P.L. 2011), the employee will pay a percentage of the premium based on the employee's annual pension allowance as provided by the Township's adoption of such standards consistent with Chapter 88 and/or Chapter 48. Pursuant to the Resolution duly adopted by the Township of Edgewater Park on March 24, 2015, the Township adopted the schedule for the shared payment of such premiums and filed the schedule with the New Jersey State Division of Pensions and Benefits pursuant to N.J.S.A. 52:14-17.38. Based upon the requirements of the aforementioned statutes and the schedule of payments previously adopted, the parties agree that the following schedule for sharing the cost of health benefits upon the Employee's retirement due to an approved application for a disability retirement will apply:

a. Employees who retire on an approved disability retirement, or who had 20 or more years of service credit as of June 28, 2011 and later retire with 25 or more years of service credit, are not subject to the contribution provisions of Chapter 78.

b. The respective contributions to healthcare in retirement, including for retirees upon an approved disability, is governed by the Resolution filed by the local employer with the Division of Pensions and Benefits pursuant to N.J.S.A. 52:14-17.38.

c. For all employees hired after May 21, 2010, who retire on an approved disability retirement, the minimum contribution towards health benefits in retirement is 1.5%.

d. If an Employee qualifies for Ordinary Disability Retirement, an Involuntary Ordinary Disability Retirement, an Accidental Disability Retirement, or a Special Disability Retirement, the Employee's contribution towards Health Benefits in retirement is governed by the requirements and contribution rates set by the applicable statute for the State Health Benefits Plan based upon the type of Disability Retirement, the applicable Pension Plan and the Employee's length of service with the Township.

ARTICLE XI – HOLIDAYS

A. The Official Holidays for the Township of Edgewater Park Employees shall be as set forth below and shall be allowed as days off, with pay.

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King's Day	Independence Day	Day after Thanksgiving
Lincoln's Birthday	Labor Day	Christmas Day
Washington's Birthday	Veteran's Day	
Good Friday	Election Day	

B. Due to the emergency nature of work performed by the Union members these personnel shall work schedules devised by the Chief of Police or Public Safety Director or his designate. They shall receive one cash payment for all holidays granted during the year at the first payday in the month of November.

C. The official holidays for the Township of Edgewater Park shall be as authorized by State Law and/or by the Civil Service Commission, with the approval of the Governor, and shall be allowed as days off, with pay, in accordance with the New Jersey Administrative Code as supplemented and amended.

ARTICLE XII – VACATION SCHEDULE

A. Annual Vacation shall be according to the following schedule:

1. After the initial month of employment and up to the end of the first calendar year, employee shall receive one (1) working day for each month of service.
2. From the beginning of the first full calendar year of employment and up to 5 years of continuous service: 12 days.
3. After 5 years through 12 years of continuous service: 15 days.
4. After 12 years through 20 years of continuous service: 20 days.
5. After 20 years of continuous service or more: 25 days.

B. Vacation time not used in the year it was earned may be carried over into the next succeeding year only. The carryover vacation time that remains unused by the Superior Officer by the end of that calendar year shall be forfeited.

C. In the event that vacation days fall into a forfeitable classification due to action on the part of the Township, the Township may elect to pay the Superior Officer for such vacation time or may permit the Superior Officer to reschedule same.

D. All vacation requests must be submitted to the Superior Officer's immediate supervisor for approval by the Chief of Police or Public Safety Director or his designate two (2) weeks before the vacation is to start.

E. Vacation scheduling is subject to first submitted, first approved. In the event that more than one officer submits a request for the same days at the same time, then the seniority rule will be exercised.

F. Any Superior Officer who is laid off, retired or separated from the service of the Township shall be compensated for his or her unused vacation time accrued as of date of separation.

G. The Police Chief shall maintain a file of vacation days used and time remaining; such file available for inspection by each employee.

H. If a Superior Officer notifies the Township that s/he wishes not to use ten (10) days of vacation time, the Township will give the Superior Officer ten days' of pay.

ARTICLE XIII – SICK TIME SCHEDULE

A. Sick leave entitlement shall be administered and computed pursuant to N.J.A.C. 4A:6-1.3, incorporating by reference to N.J.A.C. 4A:1-1.3 (*Definitions as it pertains to "immediate family" and "local service"*).

1. As used in this subsection, "Sick Leave" shall mean paid leave that may be granted any Superior Officer who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. Part time and temporary Superior Officers are not eligible for sick leave.

2. The Township may require proof of illness or injury when an Officer has been absent on sick leave for three or more consecutive shift days; where there is reason to believe that an Officer is abusing sick leave; for sick leave sought either the day before or the day after a holiday, scheduled day off or a personal day; or where an Officer has been absent on sick leave for an aggregate of more than 15 days in a 12-month period.

3. Sick leave shall be computed on the basis of the applicable rules and regulations of the New Jersey Civil Service Commission and those Superior Officers who are not filling civil service positions shall, nevertheless for the purpose of sick leave only, have their sick leave computed pursuant to the Civil Service Commission's Rules and Regulations. All sick time sold back annually or at retirement shall be prorated to an 8 hour day.

B. Unused sick leave shall be cumulative from year to year.

C. All Superior Officers hired prior to 10/1/99 upon retirement or laid off will receive seventy-five Percent (75%) of their accumulative sick days to the extent permitted by New Jersey Statute. The total amount received by the Superior Officer may not exceed \$25,000.

D. All Superior Officers hired after 10/1/99 upon retirement or laid off will receive seventy five percent (75%) of their accumulative sick days to the extent permitted by New Jersey Statute. The total amount received by the Superior Officer may not exceed \$10,000.00.

E. Superior Officers hired or recalled after May 21, 2010 shall not be eligible to receive compensation for sick leave upon separation in accordance with N.J.S.A. 11A:6-19.2. Full-time employees or permanent part-time Superior Officers who leave the service of the Township on conditions other than retirement, shall not be compensated for accrued unused sick time; sick time shall be prorated upon separation.

F. All Superior Officers will be eligible to receive an annual payment for unused sick leave at the option of the employee on the following basis to be paid on the last payday of the year.

G. Accumulated Days:

Less than 100	Up to 5 days of current years accumulation, at 75%.
101 to 150	Up to 10 days of current year's accumulation, at 75%.
151 and up	Up to 15 days of current year's accumulation, at 75%

H. Notwithstanding anything to the contrary, an Superior Officer seeking compensation for an unused sick day shall be paid based upon an eight hour day regardless of whether that Superior Officer worked an eight or twelve hour shift.

I. Superior Officers receiving sick time benefits at time of retirement shall cease to receive such benefits and will receive payments for one-half (1/2) of the remaining sick time.

J. All members of the Association calling in sick must do so at least four (4) hours before his or her schedule shift.

K. The Police Chief will maintain a file of sick days used and time remaining. Such files will be available for inspection by each Superior Officer.

L. If an Union member is unable to perform his or her regular duties due to a non-work related injury, he or she may, with approval of the Chief of Police or Public Safety Director or his designate, do clerical work, or any other duties assigned or take sick leave, vacation leave or personal leave.

M. Sick leave incentive

1. If less than four (4) sick days are used in a full year, the Township will give two (2) additional personal days to be used the following year. If no sick days are used in a full year, the Township will give the Superior Officer a one-thousand dollar (\$1,000.00) cash payment, paid during the first pay period in February of the following year.

ARTICLE XIV – SUPPLEMENTAL SALARY (“LONGEVITY”) PAYMENTS

A. Supplemental salary payments (also known as “Longevity” payments) shall be based on each Superior Officer's anniversary date with the Department. The amount of supplemental salary payments shall be determined by the number of continuous years of service with the Department.

B. Superior Officers hired or promoted to Superior Officer status after 10/1/99 shall not receive and are not eligible for the supplemental salary payments set forth in the paragraphs herein as this benefit has been phased out by previous Agreements of the Parties.

C. Supplemental salary shall be paid in the following amount:

6 years through 10 years	3%
11 years through 15 years	4 ½ %
16 years through 20 years	5 ½ %
21 years and over	6%

D. The supplemental salary payment will be based on the base salary only.

1. The supplemental salary computation as set forth above will be non-cumulative, i.e., a Superior Officer with sixteen (16) years of service or over would receive 5 ½ % supplemental salary. Payments shall be determined by the anniversary of the month of the date of the employee's hiring. The above supplemental salary shall be payable as part of the Superior Officer's bi-weekly pay.

ARTICLE XV – FALSE ARREST AND LIABILITY INSURANCE

A. In the event an Officer receives or is served with notice that a civil claim for damages (whether it is a claim for personal injury, property damages, or a claimed violation of rights) is being made against the Officer and/or the Township, the Officer must promptly provide the Township with a copy of the written claim, notice, civil lawsuit or similar demand for damages, along with a copy of the Complaint filed and any service of legal process. The Officer must cooperate with assigned defense counsel as may be provided to the Officer to defend the Officer's interests under the Township's available coverage with the JIF, or such other insurance as may be available to provide a defense to the Officer with respect to any civil claim for damages.

B. Each Officer of the Police Department shall be insured against false arrest or liability suits up to one million (\$1,000,000.00) dollars paid for by the Township.

ARTICLE XVI – SENIORITY

A. Seniority shall be determined by rank, time in rank, followed by the accumulated length of continuous service with the Township computed from the date of hiring.

B. A Superior Officer's length of service shall not be reduced by the time lost due to authorized leave of absence for a bona fide illness or injury certified by a physician not in excess of six (6) months.

C. In all cases of promotion, demotion, lay-off, recall, vacation schedule and other situations, where substantial, the Superior Officer with the greatest amount of seniority shall be given preference provided that he is

qualified to fill the requirement of the job classification and to perform the work involved.

ARTICLE XVII – MINIMUM MAN SHIFTS

A. Effective on the date of the execution of this Agreement there shall be established a minimum operational force with the Department. In each shift, the Township will maintain a minimum force of two (2) members of the Department.

B. In the event of resignations, the Township shall make every effort to fill vacancies in accordance with the Civil Service requirements at the earliest date possible.

C. Absence from the force due to vacations or illness shall not be considered in the reduction of the minimum operational force.

ARTICLE XVIII – OVERTIME

A. An emergency warranting overtime shall exist in accordance with the definition of emergency in N.J.S.A. 40A:14-134. The determination of an emergency warranting overtime shall be within the sole discretion of the Chief of Police or Public Safety Director.

B. Any Superior Officer, regardless of rank or position, who is required to work because of an emergency in excess of the scheduled shift or in excess of eighty (80) hours in any pay period, shall be compensated at time and a half.

C. Only straight time hours worked, vacation time, sick time and personal time approved by the Chief of Police or Public Safety Director shall go towards the forty (40) hour workweek.

D. Except in cases of emergency, an employee shall not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period, which extreme emergency shall be determined in the sole discretion of the Chief of Police or Public Safety Director or his designee.

E. Voluntary exchange of days or hours between or among members of the Department shall not cause the payment of overtime or compensatory time as herein provided.

F. Each officer working overtime shall submit to the Chief of Police or Public Safety Director a statement of overtime hours worked and a brief description of the duties performed on a weekly basis on the approved form.

G. Should a Superior Officer be assigned to the Detective Bureau he or she shall receive four (4) overtime hours added to her or her pay per pay period as compensation for "on-call" time.

H. A Superior Officer assigned to be a Field Training Officer shall be paid an additional sum of \$36.00 per day for each completed day served as a Field Training Officer for training new officers and performing all necessary evaluations, reports and all additional administrative duties associated with that assignment.

I. Outside employment, other than those assignments which may become available when posted or noticed through the Township Police Department in which the private employer directly reimburses the cost of the labor to the Township, all outside employment or assignments must be approved by the Chief of Police at least seven (7) days in advance.

1. The Chief of Police shall have the right to rescind such approval based upon the needs of the Department, including vacation or other scheduling, due to absenteeism and/or such other considerations in the best interests of the Department.

2. In no instance shall the Superior Officer be required to carry their duty weapon for such assignments or employment.

3. In no instance will the Superior Officer be permitted to call out the day of, the day before or the day following any hours of outside employment.

ARTICLE XIX – TERMINATION

A. This Agreement shall be effective upon the passage of a Resolution by the Township Committee directing the Mayor and the Township Clerk to execute the Agreement and shall remain in full force and effect until the 31st day of December 2020.

1. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party, in writing, ninety (90) days prior to expiration date that it desires to modify this Agreement.

2. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date.

i. This Agreement shall remain in full force and effect during the period of negotiation and until such notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the party not less than thirty (30) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

C. Notice of renegotiation of this Agreement shall be specific as to which topics and subjects, the entire Agreement need not be renegotiated if one or more specific items are to be negotiated.

ARTICLE XX – SEVERABILITY AND SAVINGS

In the event that any portion of this Agreement shall be made inoperative by reason of judicial or administrative ruling, State or Federal law, or Civil service Rules, that portion declared to be inoperative shall be excised from the Agreement and the remainder of the Agreement shall remain in full force and effect. The contract stipulation shall supersede Federal and State Law and Civil Service operating rules and procedures.

ARTICLE XXI – FULLY BARGAINED PROVISION

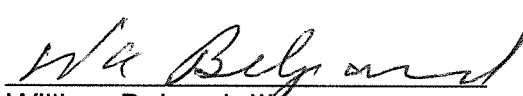
A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been subject to negotiations and agree that all parts of this agreement shall be interpreted according to the intent of the parties.

B. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17th day of July 2018.

TOWNSHIP OF EDGEWATER PARK


**EDGEWATER PARK POLICE
ASSOCIATION (SUPERIOR OFFICERS)**

BY: 
William Belgard, III
MAYOR

BY: 
PRESIDENT

ATTEST:


TOWNSHIP CLERK

BY: 
VICE PRESIDENT

ANNEX "A"

Edgewater Park Township Superior Officers' Union

Rates of Pay for 2017:

Sergeants: \$89,000

Lieutenants: \$95,000

Captains: \$102,000

Annual Increases: 2018: 2.0%
2019: 2.0%
2020: 2.0%

The increase in the rates of pay for 2017 shall be effective retroactive to January 1, 2017 and shall apply to the base rate of pay and shall include and be applied to all overtime earned since January 1, 2017.

ANNEX "B"

Roster of Superior Officers at Ratification of Contract:

Lieutenants:

B. Evans

R. Hess

Sergeants:

J. Harris

M. Herkoperec

M. Unley