

AGREEMENT  
BETWEEN  
THE CITY OF ORANGE TOWNSHIP, NEW JERSEY  
AND  
ORANGE POLICE DEPARTMENT SUPERIOR OFFICERS ASSOCIATION

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JANUARY 1, 2004 - DECEMBER 31, 2007

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**AGREEMENT**

This Agreement made and entered on this            day of            2005 by and between the City of Orange Township, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "City" and Orange Police Department Superior Officers Association, hereinafter referred to as the "SOA."

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work, and other conditions of employment in order that more efficient and beneficial public service may be rendered.

NOW, THEREFORE, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the City recognized as being represented by the SOA as follows:

## ARTICLE I

### RECOGNITION AND SCOPE OF AGREEMENT

Section 1: The City hereby recognizes the SOA as the sole and exclusive representative of all employees in the bargaining unit defined in Article 1, Section 2, herein for the purpose of collective bargaining and all activities and processes relative thereto.

Section 2: The bargaining unit shall consist of all sworn employees or members of the Police Department of the City of Orange Township, New Jersey, now employed or hereafter employed in the rank of Sergeant, Lieutenant, and Captain, (hereafter "Superior Officers"), except the Director of Police, Deputy Director of Police, and except those employed in the rank of Patrolman.

Section 3: The City and the SOA hereby agree that the SOA has the right to negotiate the rates of pay, number of hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustment of disputes and grievances, and all other related matters.

Section 4: The City agrees not to enter into any other agreement or contract with any employee or group of employees or any other organization which in any way conflicts with the terms of this Agreement except such Agreement as the City may execute with the P.B.A. on behalf of the Patrolmen, excluded from the bargaining unit covered by this Agreement.

Section 5: This Agreement shall be binding upon the parties hereto and their successors.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

Section 1: Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the designee of the Mayor and/or Business Administrator, and the President of the Superior Officers Association, or his designee, shall be the respective bargaining agents for the parties.

Section 2: Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3: Employees who may be designated by the Superior Officers Association to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement will be excused from their work assignment on the day of the meeting (and regardless of the time of the meeting or the shift to which the officer is assigned on the day) without loss of pay.

Section 4: The SOA collective negotiations committee shall consist of four (4) members and may include, in addition to the President of the SOA, one (1) officer from each of the ranks of Sergeant, Lieutenant and Captain, exclusive of counsel. Notwithstanding the foregoing, not more than two (2) members of the SOA collective negotiations committee shall participate in collective negotiations meetings without loss of pay.

Section 5: Where not otherwise provided in this Agreement, the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., shall apply. If any provision of this Agreement conflicts with the Act, the Act shall control.

## ARTICLE III

### CONDUCTING UNION BUSINESS

Section 1: The City shall permit members of the Union Grievance Committee consisting of two (2) members of the Superior Officers Association, one (1) of whom shall be a superior officer and the other the President of the Superior Officers Association, to conduct the business of the Committee which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the department to its proper effectiveness.

Whenever reasonably possible, all Superior Officers Association business, including the processing of grievances, shall be processed outside the normal working day. The Association shall provide the Director of Police with at least 24 hours notice of those employees requesting time off to process grievances, where reasonably possible.

Section 2: The City shall grant time off without loss of pay to the President of the P.B.A. and Legislative delegate to the New Jersey State Policemen's Benevolent Association or their designees to attend regularly scheduled meetings of the New Jersey State Policemen's Benevolent Association, the Essex County Conference of Local P.B.A.'s and the Orange P.B.A. and to conduct other P.B.A. business and attend other P.B.A. functions which require their attention, provided 48 hours advance written notice is given to the Director of Police for same when reasonably possible.

Section 3: One P.B.A. official or designee shall be excused from his full tour of duty, and shall be supplied with the use of an Orange police vehicle to attend, in an official capacity as representative of the Orange P.B.A. Local 89, Inc., funerals for police officers who have given their lives in the course of their duties as police officers within the State of New Jersey. P.B.A. officials shall be excused from their tour of duty to attend funerals for police officers outside of New Jersey by obtaining the permission of the Director of Police.

Section 4: The President of the P.B.A. shall have a permanent day shift schedule so as to insure his immediate availability to attend to the problems which may arise from time to time in the conduct of police department business and shall not be included in seniority pick if assigned to the patrol division.

Section 5: For purposes of Section 2, 3 and 4 of this Article, reference to the P.B.A. President shall mean the President of the Police Benevolent Association and not the President of the Superior Officer's Association. In the event the President of the Police Benevolent Association happens to be the President of the Superior Officer's Association he shall be entitled to the rights provided for in Sections 2, 3 and 4 hereof.

Section 6: Notwithstanding anything contained in this Article to the contrary, the President of the Superior Officers Association shall be granted time off without loss of pay to attend the annual meeting of one statewide Superior Officers Association in which the Orange Superior Officers Association is a member.

## ARTICLE IV

### DISCRIMINATION AND COERCION

Section 1: There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the SOA or against the employees represented by the SOA because of membership or activity in the SOA, or by the Employer or any of its agents against any employees covered by this Agreement because of membership or non-membership in the SOA. Nor shall the Employer discriminate or assist any other labor or police organization that in any way affects the SOA's rights as certified representative for the period during which the SOA remains the certified representative of the employees. Neither the Employer nor the SOA shall discriminate against any employee because of race, creed, color, age, sex or national origin. The City will cooperate with the SOA with respect to all reasonable requests concerning the SOA's responsibilities as certified representative. Alleged violations of this Article, except alleged unfair practice charges, are not subject to the arbitration provisions contained in Article XXII of the Agreement.



## ARTICLE V

### PAYMENT FOR SICK LEAVE

#### Section 1:

A. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident; exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

B. The City agrees to pay employees at their regular rate of pay during such absences for a maximum period of one year from the onset of any illness or injury or recurrence thereof; provided such employee is incapable of performing his duties as a police officer and that such disability is established by a City physician. The amount of leave shall be within the discretion of the Director of Police not exceeding one (1) year in accordance with State statute. However, for any lesser period of time said Director shall not withhold the granting of such leave arbitrarily, unreasonably, or capriciously.

Section 2: Sick Leave Accumulation - Each employee shall be entitled to accumulate sick leave with pay of not less than one (1) working day for each month of service during the remainder of the first calendar year of service following permanent appointment and fifteen (15) working days in every calendar year thereafter.

Section 3: If any employee requires none or only a portion of such allowable Sick Leave for any calendar year, the amount of unutilized leave shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. In the event an employee shall be absent from duty because of an injury or illness or recuperation therefrom which arises out of employment with the City, such absences shall not be deducted from the employee's accumulated sick leave. Employees shall be entitled to compensation for said accumulated sick leave of absence upon retirement from the employment of the City of Orange subject to the limitations set forth in Section 7 of this Article. Compensation for accumulated sick leave shall only be provided to an employee who retires from employment with the City of Orange Township.

Section 4: In the event an employee's sick leave exceeds three (3) consecutive working days, a police surgeon's certificate must be filed with the Director on the day the officer returns to duty.

Section 5: Notification: Sick leave shall begin on the first day of absence and continue until the employee returns to work or has used all of his accumulated sick leave. Off days, vacation, leaves of absence, and holidays shall not be included in the

computation of sick leave. Employees who are sick and unable to report to work shall notify or cause the supervisor in charge to be notified at least two (2) hours prior to the start of the regular shift or assignment of the sick employees, unless the need for such sick leave could not have been foreseen.

Section 6: Disciplinary Action: Abuse of sick leave may be the subject of disciplinary action by the police Director or his designee.

Section 7:

A. Terminal Leave- for employees hired before January 1, 1988.

Upon ordinary retirement after twenty-five years, or upon disability retirement at any time, if an employee has accumulated sick leave to his credit, said employee shall opt for compensation in time-off up to 1 year or in cash (which may be paid in a lump sum or in payments over time at the employee's option) at the rate of pay in effect at the date of retirement according to the following formula:

<u>Amount of Accumulated Sick Leave</u>	<u>Compensation</u>
1 through 126 days	1 day's pay or leave for each day of accumulated sick leave.
127 days or more	1 day's pay or leave for each day of accumulated sick leave to 126 days plus 20% of a day's pay or accumulated sick leave in excess of 126 days.

An employee who avails himself of the time-off option will be paid for the remaining days in excess of 1 year according to the preceding schedule.

B. Terminal Leave - For employees hired after January 1, 1988.

Upon ordinary retirement after twenty-five years, or upon disability retirement at any time, if an employee has accumulated sick leave to his credit, said employment shall opt for compensation in time-off up to 1 year or in cash (which may be paid in a lump sum or in payments over time at the employee's option) at the rate of pay in effect at the date of retirement according to the following formula:

<u>Amount of Accumulated Sick Leave</u>	<u>Compensation</u>
1 through 96 days inclusive	1 day's pay or leave for each day of accumulated sick leave not to exceed ninety six (96) days in total.

An employee who avails himself of the time-off option will be paid for the remaining days in excess of 1 year according to the preceding schedule.

C. Revised Terminal Leave Benefit

Effective June 24, 1994, the following revised terminal leave benefit shall take effect:

- (a) All superior officers appointed after June 24, 1994, will receive payment, upon retirement, at the rate of 70% for all unused, accumulated sick days.
- (b) Superior officers appointed prior to June 24, 1994 who had between 23 and 25 years of service as of that date will have the option of receiving, upon retirement, (1) payment for 70% of all unused accumulated sick leave days, or (2) the terminal leave benefit as set forth in Section 7, paragraph (a) or (b) (as applicable), of this Article.
- (c) Superior officers appointed prior to June 24, 1994, who had less than 23 years of service as of that date must make an election at the beginning of their 18<sup>th</sup> year of service to receive, upon retirement, either (1) the terminal leave benefit as set forth in Section 7, paragraph (a) or (b) (as applicable) of this Article, or (2) payment for 70% of all unused accumulated sick leave days.
- (d) Employees who had between 18 and 22 years of service as of June 24, 1994, must make the election described in subparagraph (iii), above, within 90 days of the date this Agreement is executed by the parties.

The election must be submitted, in writing, to the Business Administrator or his designee. Failure to make an election will result in the imposition of the 70% option.

Section 8: It is understood by the parties that the 1 year maximum on taking terminal leave described above includes the taking of accumulated vacation leave, rank days, and compensatory leave. Compensatory leave is defined as time owed in lieu of overtime and seniority days for purposes of this Article.

Section 9: During the month of January of each calendar year, the employer shall furnish written notification to each employee and the SOA as to the amount of accumulated sick leave credited to each employee as of December 31 of the preceding calendar year. Any dispute or objections concerning the amount of accumulated sick leave stated in the employer's notification shall be adjusted in accordance with the grievance procedure in this Agreement.

Section 10: Effective July 1, 2001 all terminal leave will be subjected to a maximum period of 120 days.

Section 11: Unearned sick leave may be granted by the employer who may impose

specific limits on the amount granted and may establish a manner and time of replenishment.

## ARTICLE VI

### REPRESENTATION IN LIEU OF DUES

Section 1: Purpose of Fee: If an employee covered by this Agreement does not become a member of the SOA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part of this Agreement, said employee will be required to pay a representation fee to the SOA for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the SOA as majority representative.

#### Section 2: Amount of Fee

##### A. Notification:

Prior to the beginning of each membership year, the SOA will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the SOA to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount. The provisions of this Article are subject to all applicable statutes and regulations governing representation fees in lieu of dues. To the extent the provisions of this Article conflict with applicable statutes or regulations, such statutes or regulations shall control.

##### B. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the SOA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the SOA to its own members, less the exclusions set forth in **N.J.S.A. 34:13A5.5(b)** and the representation fee has been thus set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

#### Section 3: Deduction and Transmission of Fee

##### A. Notification

Once during each membership year covered in whole or in part of this Agreement, the SOA will submit to the City a list of those employees who have not become members of the SOA for the then current membership year. The City will deduct from the salaries of such employees, in accordance with paragraph "b" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the SOA.

##### B. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is

executed. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the City; or
- (b) 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employee of the City in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position, whichever is later.

C. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the City before the SOA has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the SOA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the SOA.

E. Changes

The SOA will notify the City in writing if any changes in the list provided in paragraph "a" above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received such notice.

F. New Employees

On or about the last day of each month, beginning with the month in which this Agreement is executed, the City will submit to the SOA a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include the names, job titles and dates of employment for all such employees.

Section 4: The SOA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended. The demand and representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the SOA. Such proceedings shall provide for an equal appeal by either the SOA or the employee review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A5.5, as amended.

Section 5: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, employee or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

A. Indemnification and Hold Harmless Provision:

The collective bargaining representative shall indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer under this section, including but not limited to indemnification in the following instances:

B. Damages and Costs:

In the event the provisions of this Representative Fee in Lieu of Dues Agreement are successfully challenged in court or an administrative body, and it is determined that the Employer must pay sums as have been deducted from earnings in accordance with the provisions hereof or any other damages, the collective bargaining representative agrees to indemnify the Employer in full, including any and all costs or interest which may be part of such order or judgment, for all sums which the Employer has been determined to be liable.

Section 6: The provisions of this Article are subject to all applicable statutes and regulations governing representation fees in lieu of dues. To the extent the provisions of this Article conflict with applicable statutes or regulations, such statutes or regulations shall control.

## ARTICLE VII

### UNION SECURITY

The City agrees to deduct monthly SOA membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the City and the SOA, consistent with applicable law. The amounts to be deducted shall be certified to the City by the Treasurer of the SOA, and the aggregate deductions of all employees shall be remitted biweekly to the Treasurer of the SOA.

Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the City and the SOA, and filing of notice of withdrawal is filed, in accordance with the requirements of N.J.S.A. 52:14-1 5.9e. Upon the effective date of such withdrawal notice, Article IV of this Agreement shall be effective.



## ARTICLE VIII

### MANAGEMENT OF CITY AFFAIRS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) The executive management and administrative control of the City and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause;
- (d) To make all such decisions relating to the performance of the City's operations and maintenance activities; and
- (e) To determine the work pace, work performance, levels and standards of performance of the employees.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City in its executive right to administer the City and control the work of its personnel, nor to deny or restrict the City or the SOA in any of its rights, responsibilities and authority under N.J.S.A. 40 or 40A, or any other national, state, county or local laws ordinances.

## ARTICLE IX

### HOURS

Section 1: The normal tour period work day shall consist of not more than eight consecutive hours in a 24-hour period. Such period shall commence at 12:00 a.m. and end at 11:59 p.m. daily. Notwithstanding the above, the City may establish tours of duty which begin before 11:59 p.m. and end after 12:00 a.m. the following day so long as the hours are consecutive. For pay purposes, the date worked shall be considered the date the tour commenced.

Section 2: All personnel assigned to the patrol division shall work a tour of four (4) consecutive days followed by two (2) days off. All other men shall work a regular five (5) day week, or work such other schedule that is in accordance with the practice in effect as of the date of this Agreement.

Section 3: Each employee shall be required to attend no more than eight (8) hours of training time, without additional compensation.

## ARTICLE X

### OVERTIME

Section 1: If an employee is required to work in excess of eight (8) hours in a daily period, he shall be paid for all such time worked at the rate of one and one half (1-1/2) times his regular hourly rate of pay in accordance with the following schedule:

- (a) 01-15 minutes; 16-30 minutes; 31-45 minutes; 46-60 minutes; 61-75 minutes; and so on
- (b) No pay
- (c) 1/2 hour pay at overtime rate
- (d) 1 hour pay at overtime rate
- (e) 1-1/2 hour pay at overtime rate

Section 2: Whenever an employee is called in by the Department on his day off, time-off or vacation day he shall be paid at the rate of time and one-half for two (2) hours or for all time spent, whichever is greater.

Section 3:

A. It is agreed that employees shall be required to report for duty fifteen (15) minutes prior to the employees' scheduled commencement of their tours of duty without any additional compensation. However, no employee shall be deployed during this fifteen (15) minute period except during a bona fide emergency.

B. The fifteen minute pre-shift reporting time period noted in Section 3 of this Article shall only be applicable to officers assigned to the patrol division and not to employees assigned to the five and two (5-2) work schedule.

Section 4: Should an officer otherwise off duty respond to an emergency situation within the City of Orange Township, he shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate of pay for all time necessarily spent.

Should an officer otherwise off duty respond to an emergency situation outside the City of Orange Township but within his lawful authority statewide, he shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate of pay for all time necessarily spent at the sole and absolute discretion of the Director of Police, the exercise of which discretion shall be non-arbitrable.

## ARTICLE XI

### COURT TIME

Section 1: If an employee is required to appear in any court or in any judicial or quasi-judicial proceeding in connection with the performance of his duties on his day off, time-off or vacation day, he shall be paid at the rate of one and one-half (1 1/2 ) times his base rate of pay for all time spent, including travel time from and to Orange Police Headquarters as per existing departmental regulations, in connection with any such appearance.

Section 2: No overtime payments shall be made for any appearance in connection with any disciplinary or Civil Service proceeding or any civil action unless the employee is required to attend as a witness (except the complaining witness) at the direct order of the Employer.

Section 3: If an employee is required to utilize a private vehicle to meet the requirements of Sections 1 and 2 of this Article, he shall receive mileage compensation at the rate of twenty-eight cents (28) per mile from and to Orange Police Headquarters, this being the current IRS reimbursement rate. Should the IRS rate go up during the life of this contract, the City shall thereafter pay mileage at the new rate.

In addition, the City agrees to pay the necessary parking expenses for appearances required by Sections 1 and 2. of this Article, whether incurred for a Cityowned or privately-owned vehicle. In consideration for this benefit, any officer who incurs a motor vehicle summons shall be personally responsible for payment.

Section 4: It is understood and agreed that the provisions of Article X, Section 2 relating to 2 hours minimum call-in pay shall apply to this Article XI.

## ARTICLE XII

### VACATION

Section 1: Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

- (a) During the first year 1 1/4 days per month for actual service
- (b) After first year - 18 working days
- (c) After second year - 19 working days
- (d) After third year - 20 working days
- (e) After fourth year - 21 working days
- (f) After fifth year 23 - working days

Section 2: Vacations may be taken during all 52 weeks under vacation selection and scheduling procedures currently in effect, which procedures shall be continued. An officer may carry over for one calendar year his unused vacation time if he is out sick, injured or for any other exigent circumstance subject to the approval of the Director of Police.

Section 3: The Director of Police shall determine the number of employees on vacation at any given time.

## ARTICLE XIII

### PERSONAL DAYS

Section 1: Each officer shall be entitled, in addition to all other days provided in this contract, to three (3) personal days annually, which may be accumulated to a maximum of six (6) days. Such personal leave requests may be denied in the event such request would, in the discretion of the Director or his designee, cause a manpower shortage. When granted, the oldest accumulated personal days shall be used first to avoid forfeiture after two years.

Section 2: All employees who work a "5 and 2" schedule will be allotted one day off per month, for a total of twelve days annually, which will compensate for the disparity in the "5 and 2" and "4 and 2" work schedules. These additional days, however, must be expended within each year and will not be cumulative.

The practice of taking one-half day off on holidays shall cease. The days specified above may be utilized for time off on holidays if desired, provided proper coverage in each division is maintained.

Section 3: Rank days shall be used in the year they are earned. Members shall have a reasonable opportunity to use these rank days.

## ARTICLE XIV

### BEREAVEMENT LEAVE

Section 1: The City agrees that all employees covered by this Agreement shall be permitted bereavement leave with pay not to exceed five (5) calendar days beginning with the date of death of spouses, children, brothers, sisters, mothers, fathers, mothers-in-law, fathers-in-law, or grandparents of employee or spouse. If the employee either worked his full shift, was excused from duty or was not scheduled on the date of the death, bereavement leave shall commence the day following the date of death.

Section 2: The SOA agrees that bereavement leave for any relative and/or member of the employee's household other than those designated in Section 1 hereof may be granted by the Director of Police or his designee in his sole discretion.

Section 3: If any employee is on vacation and a death occurs to which this Article applies, bereavement leave shall be utilized to the extent available hereunder and no vacation time shall be lost during the appropriate period of bereavement leave.

**ARTICLE XV**

**HOLIDAYS**

Section 1: The following shall be recognized as paid holidays under this Agreement:

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

Section 2: Effective January 1, 2001 and thereafter Holiday pay shall be incorporated into base salary for all years of service.

Section 3: The amount of Holiday pay shall be 95 hours of pay at the base rate in effect on January 1st of any year for that calendar year.



## ARTICLE XVI

### HOSPITAL. MEDICAL. DENTAL. PRESCRIPTION

Section 1: The City agrees to provide at no extra cost to employees and their dependents, full Blue Cross and Blue Shield coverage, including Rider J and Major Medical benefits. Employees promoted into the bargaining unit on or after February 17, 2005, shall pay the cost of dependent coverage for the "Traditional" Plan.

Section 2: The City agrees to continue to pay the premiums for Blue Cross and Blue Shield coverage for employees and their dependents, including Rider J and major medical benefits, for all employees who retire from a State or locally administered retirement system on a benefit based on 25 years or more of service credited in such retirement system or who retire on a disability pension based on fewer years of service credited in such retirement system, excluding employees who elect to defer retirement.

Section 3: The City agrees to maintain dental insurance at the benefit level in effect as of the effective date of this Agreement. The SOA agrees to negotiate during the life of this Agreement should the City desire to substitute a different level of benefits, which negotiations shall precede implementation of same.

Section 4: The City agrees to provide a Prescription Plan for all employees and their dependents included in Section 1 above. Prescription co-pays for current employees shall increase to \$5.00 for generic drugs and \$10.00 for name-brand drugs and a mail order program shall be established effective July 1, 2005. The prescription co-pay shall be increased to \$10.00 for generic drugs and \$20.00 for name-brand drugs effective January 1, 2007. Mail ordering shall be for ninety (90) days.

Section 5: Effective January 1, 1988, the City agrees to provide the prescription plan set forth in Section 4 above to employees who retire after 12:01 a.m. January 1, 1988.

Section 6: Change of Carrier: Notwithstanding the foregoing, the City may from time to time change insurance carriers or self-fund its insurance benefits as long as benefits are provided which are substantially equal to these which were in effect as of December 1, 1984. The City shall notify the union prior to any change in carrier.

Section 7: Individual employees may voluntarily waive the employer provided medical insurance coverage. Should an employee opt to waive such benefits he will be paid an amount of \$2,000 annually.

## ARTICLE XVII

### LIFE INSURANCE AND DEATH BENEFITS

Section 1: The City shall provide a life insurance benefit, to be funded by the City, in the amount of \$10,000.00 for all employees governed by this collective bargaining agreement.

Section 2: The City shall pay an additional \$10,000.00 to a deceased police officer's family for death resulting from an on-the-job injury. The \$10,000.00 payment under this section shall be exclusive of and in addition to any and all benefits under Section 1 above or any compensation award proceeds.

Section 3: In the event of death, the police officer's estate shall receive his earned pay, accumulated sick leave as per Article V, holiday pay, personal days, unutilized vacation time, accrued seniority, days, time owed and other monetary benefits pro-rated as of the date of death.

## ARTICLE XVIII

### CLOTHING AND MAINTENANCE ALLOWANCE

Section 1: The City shall issue to all sworn employees of the Department all equipment and custom fitted uniforms necessary to perform their respective assignments. Effective January 1, 1988 the standard, initial issue shall include:

- 5 long sleeve shirts
- 5 short sleeve shirts
- 4 trousers
- 1 dress cap
- 2 pair of dress shoes, second pair low or ankle
- 1 breast badge
- 1 hat badge
- 1 badge identification case
- 1 commendation holder, military style
- 1 nameplate
- 1 whistle
- insignia and patches, as required
- 1 tie bar
- 2 ties
- 1 raincoat, reversible, nylon with rain cap and rain b
- 1 helmet
- 1 summer jacket - may be combination
- 1 winter jacket
- 1 Sam Browne Belt, fully lined
- 1 strong side, breakfront holster
- 1 buckleless trouser belt
- 4 double snap keepers
- 1 baton holder
- 1 handcuff case
- 1 radio case
- 1 ammo case
- 1 mace case
- 1 pair handcuffs with keys
- 1 baton
- 1 riot baton
- 1 duty belt
- 1 service weapon

The uniforms and equipment shall remain the property of the City and must be returned in good condition, reasonable wear and tear excepted, upon the employee's

separation from the Department. The City shall pay the cost for replacement and/or major repair of equipment and/or uniforms damaged in the line of duty or worn out through normal use. However, employees shall be required to make minor repairs and to maintain uniforms and equipment in good working order and appearance (minor repairs shall be defined as those not requiring the services of a tailor). No repair or replacement shall be required of the City when such repair or replacement is required due to carelessness or negligence on the part of the employee. Uniforms shall not be replaced or altered by the City when they no longer fit the wearer due to gaining or losing of weight, except when such loss or gain is the direct result of a physical fitness program instituted by the City.

It shall be the responsibility of the employee to keep issued uniforms clean, polished, pressed, serviceable and properly fitted. To this end, the City shall make available to the employee a dry cleaning/laundry service at no cost to the employee, to clean issued uniforms. This same service shall be made available to employees assigned to plainclothes positions. In either case, laundry service will be limited to shirts and 2 trousers for each week worked (vacations excluded). Uniforms will be picked up and delivered to a clean location at Police Headquarters.

The parties to this agreement understand and agree that the intent of this Section is to improve and maintain the appearance of uniformed police officers of the City of Orange. Both parties agree that only departmental issued equipment and uniforms are to be worn by uniformed personnel and that the City shall develop and promulgate detailed and necessary orders identifying the standards and regulations governing the wearing of the Orange Police Department uniform.

Section 2: Officers assigned to special units shall be issued such additional equipment and uniforms as required to carry out their assignments.

Section 3: The City shall reimburse employees for the actual cost of replacement or repair of authorized personal items damaged or lost while the employee is in the legitimate performance of police duty.

The following is a list of reimbursable items. Items not found listed (I.D. bracelets, lodge rings, etc.) shall be worn at the employee's own risk:

Police Officers in Uniform

Glasses - prescription  
Glasses - non-prescription  
Pen/pencil  
Watch/timepiece

Police Officers in Plain Clothes

Shoes  
Leather  
Glasses - prescription

Glasses - non-prescription

Wedding band  
Pen/pencil  
Tie clasp  
Watch/timepiece  
Religious medal

Wedding band  
Religious medal  
Briefcase  
Flashlight

Suit/pants suit  
Sports coat  
Shirt/blouse  
Tie  
Trousers/slacks  
Dress/shirt Cuff links

Briefcase  
Flashlight

## ARTICLE XIX

### FALSE ARREST AND LIABILITY INSURANCE

Section 1: The City shall provide Police Professional Liability Insurance covering each employee for liability he may incur while acting in the performance of his duties in the limits of \$100,000.00 to each person, \$300,000.00 to each incident and \$500,000.00 in the aggregate. The City shall meet its legal obligation under N.J.S.A. 40A:14-155 to provide for the defense of police officers in actions or legal proceedings that arise out of and are directly related to the lawful exercise of police powers, subject to the limitations and restrictions contained in that statute.

**ARTICLE XX**

**SENIORITY**

Section 1: Seniority is defined to mean the accumulated length of service with the Department computed from the last date of hire. Employee's length of service shall not be reduced by time lost due to authorized leave of absence for illness or injury.

Section 2: Seniority days off per year shall be allowed as follows effective January 1, 2001:

After 5 years of service .....4 days  
After 10 years of service .....6 days

In addition to the vacation days provided in Article XII and the seniority days based on years of service, employees holding the following superior ranks shall be allowed extra annual seniority days as follows:

Sergeants .....3 days  
Lieutenants ..... 4 days  
Captains .....5 days

If seniority days are not used in the year earned they shall accumulate, but effective January 1, 2001 no more than twice the annual allowance may be allowed.

Section 3: If an officer in the Patrol Division or a desk officer is assigned to perform the duties of a higher rank for a total period of more than four (4) days (either consecutive or not consecutive) per calendar year, he shall receive the salary of said higher rank for all time so assigned from the beginning of the fifth day of such assignment.

Section 4: Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:

- (a) quits;
- (b) is discharged for any reason;
- (c) is absent from work for five (5) consecutive working days without notification to and approval by the Police Director, unless unable to notify for physical or other reasonable excuse;
- (d) fails to report for work within five (5) days at the termination of a leave of absence;

(e) if he is retired.

Section 5: New promotees into the bargaining unit shall continue with the same amount of seniority days as patrol officers. This shall be effective upon the execution of the Agreement.



## ARTICLE XXI

### DISCHARGE OR SUSPENSION

No employee shall be suspended, disciplined or discharged without just cause. An employee's pay shall not be stopped without a proper hearing. For the purpose of computing the periods of suspension a police officer may use, at his option, vacation days and time off with the approval of the Director of Police.

The arbitration provisions contained in Article XXII of this Agreement shall be available for appeal for suspensions of five (5) days or less, and Civil Service procedures shall be available for appeal of suspensions of more than five (5) days.

## ARTICLE XXII

### GRIEVANCE PROCEDURE - ARBITRATION

Section 1: A grievance is a complaint arising with respect to wages, hours of work or other conditions of employment. Any dispute with respect to the establishment, implementation or enforcement of Departmental rules and regulations which do not relate to working conditions as defined as N.J.S.A. 34:13A-5.3 shall not be subject to the binding arbitration procedure set forth in this Article of the Agreement.

Step 1: The employee, alone or with his representative, shall orally explain his grievance to his immediate supervisor no later than thirty (30) working days after the grievance occurs. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later, the supervisor shall, within seven (7) working days, orally inform the employee and the representative, where applicable, of his decision.

Step 2: The President of the SOA or his duly authorized and designated representative shall present the grievance and the position of the SOA in writing to the Director of Police or his duly designated representatives within seven (7) working days.

The Director of Police shall answer the grievance in writing within seven (7) working days after receiving written notice of the grievance.

Step 3: If the grievance is not resolved in Step 2, the grievance will be appealed to the Business Administrator or his designee within seven (7) working days after receipt of the written decision of the Director of Police. The Business Administrator or his designee shall answer the grievance in writing within seven (7) working days after receipt of the grievance.

Step 4: Arbitration: Within two (2) weeks of the transmittal of the written answer by the Business Administrator, if the grievance is not settled to the satisfaction of both parties, either party to this Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than fourteen (14) days after the final decision is due or rendered by the Business Administrator, whichever is sooner, except for emergent grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration, and an employee who elects to proceed to arbitration shall be deemed to have waived his right to proceed under Civil Service Law, Rules and Regulations and Procedures.

Either party may submit their grievance to the New Jersey State Board of

Mediation for the appointment of an impartial arbitrator in accordance with their Rules and Regulations, who shall have full power to hear and determine the dispute between the parties.

The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of the arbitration shall become equally by the parties. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

Section 3: City Grievance: Grievances initiated by the City shall be feed 40 directly with the SOA. A meeting shall be held within 10 days after filing a grievance between the representatives of the City and the SOA in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

Section 4: General Provisions:

A. Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself provided notification of all meetings, steps and grievances answers are given to the SOA and the SOA is given the opportunity to be present at all steps of the grievance procedure.

B. The steps provided for herein may be waived by mutual agreement of both parties.

C. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed the next step.

Section 5: Grievance Forms: The attached grievance forms shall be incorporated by reference in this Agreement. and shall be utilized by aggrieved employees, by the SOA, and by the City for the purpose of processing grievances filed pursuant to the provisions of this Article.

## ARTICLE XXIII

### WAGES

Section 1: The salaries to be paid employees covered by this Agreement are set forth in Schedule A of this Agreement which is attached hereto and made part hereof and shall be effective for the term of this Agreement commencing January 1, 2004 and ending December 31, 2007, and paid on the dates so indicated on Schedule A.

The annual wage rates appearing on Schedule A reflect the following wage increases applied to the base salary paid to each member of the bargaining unit on the corresponding effective date.

<u>Date</u>	
Effective 1/1/04	----- 3%
Effective 7/1/04	----- 1%
Effective 1/1/05	----- 3%
Effective 7/1/05	----- 1%
Effective 1/1/06	----- 3%
Effective 7/1/06	----- 1%
Effective 1/1/07	----- 3%
Effective 7/1/07	----- 1%

Section 2: Superiors assigned to the Detective Bureau shall receive a stipend of \$1,000.00. It is understood and agreed that members of the Anti-Crime Unit are not members of the Detective Bureau and thus shall not receive this stipend.

Section 3: Patrolmen promoted to the rank of sergeant will receive their increases in pay in two increments, the first of which will be 45% of base sergeant salary differential commencing on the date the promotion becomes effective. Commencing one year from the date the promotion became effective, the promoted individuals will receive 100% of the base sergeant salary differential.

Lieutenants promoted to the rank of Captain will receive their increases in pay in two (2) increments, the first of which will be 45% of base Lieutenant salary differential commencing on the date the promotion becomes effective. Commencing one (1) year from the date the promotion became effective, the promoted individual will receive 100% of the base Lieutenant salary differential.

Section 4: Subsequent to July 31, 1994, those promoted to the rank of sergeant shall receive their promotional increases in the manner described in Section 3, of this Article while those promoted to the rank of lieutenant or captain shall receive their promotional increases effective upon promotion.

Section 5: Superior Officers who complete training for and retain State Supervisory 911 /CPR Certification shall be eligible for a salary adjustment as follows:

A. A Superior Officer who completes training for and retains a State Supervisory 911 CPR Certification shall receive an annual salary adjustment of \$1,000. to be added to the officers annual base salary.

For example, an eligible Captain receiving a regular annual base salary of \$50,000 after the July 1, 1996 salary adjustment will receive a total annual salary of \$51,000 (\$50,000 plus \$1,000).

Section 6: Each Superior Officer shall contribute \$1,000.00 annually as a co-payment toward non-salary benefits effective January 1, 2000. No currently-retired Superior Officer or any Superior Officer who retires prior to June 30, 1999 will be required to make the \$1,000.00 co-payment after retirement.

Section 7: It is understood and agreed that a two-week salary deferral shall be implemented by the City during the term of this collective bargaining agreement. Said deferred salary shall be paid to the respective members of the bargaining unit upon the severance of their employment with the City for any reason at the then current rate of pay, no later than the end of the first pay period following separation. The parties agree to meet within two weeks of the ratification of the within Agreement to negotiate a procedure to effectuate the above-referenced salary deferral plan.

**ARTICLE XXIV**

**LONGEVITY**

Section 1: Each employee hired prior to January 1, 1994 who is covered by this Agreement shall be paid in addition to the rates of pay set forth in Schedule A herein, a longevity increment based upon the completion of years of service with the Orange Police Department or years of credited service within the retirement system in accordance with the following schedule:

<u>Year of Service</u>	<u>Percentage of Salary</u>
05-09	3%
10-14	6%
15-19	8%
20-22	10%
23 and over	14%

Section 2: Employees hired after January 1, 1994, will receive longevity as follows:

<u>Years of Service</u>	<u>Percentage of Salary</u>
12-14	4%
15-19	6%
20-22	8%
23 and over	12%

Section 3: Annual leave shall be prorated in an employee's last year of employment. This shall be effective upon execution of the Agreement.

## **ARTICLE XXV**

### **BULLETIN BOARD**

The City shall provide a bulletin board, enclosed in glass, in a conspicuous location in the Orange Police Department Headquarters for the use of the SOA for posting notices concerning SOA business and activities. All such notices shall be posted only upon authority of officially designated SOA representatives.

Upon written demand from the City, the SOA shall promptly remove from such bulletin boards any material which is libelous, scurrilous or scandalous. The City will retain ownership of the bulletin boards. The SOA bulletin board shall be placed next to the City's bulletin board in Police Headquarters.

## ARTICLE XXVI

### REIMBURSEMENT FOR EXPENSES

#### Section 1: Rates

A. Meals provided for in Section 2 hereof shall be reimbursed by the City at the rate of \$15.00 per meal.

B. Mileage - In the event a member of the Department uses his own vehicle for transportation on official assignment, as described in Section 2 hereof, mileage shall be computed at the rate to twenty-eight cents (28) per mile from and to Orange Police Headquarters, this being the current IRS reimbursement rate. Should the IRS rate go up during the life of this Agreement, the City shall thereafter pay mileage at the new rate. In addition, the City agrees to pay the necessary parking expense for vehicle use under this section, whether incurred for a City owned or privately-owned vehicle. In consideration for this benefit, any officer who incurs a motor vehicle summons shall be personally responsible for payment.

#### Section 2: Terms and conditions of reimbursements

A. Schools - Employees shall be paid for meals and mileage, if not provided, while attending a Police Academy or any other institution that he is ordered or authorized to attend, for training other than basic police course;

B. Tolls - All members of the Department shall be compensated for any toll expense incurred while acting in any capacity hereinbefore so defined upon receipt and approval of validated receipt. This shall include receipts for parking fees also, to be certified by a pay voucher and receipts.

C. All expenses incurred which are subject to reimbursement shall be accompanied by a receipt and voucher.



## ARTICLE XXVII

### JOINT P.B.A. - MANAGEMENT COMMITTEE

The SOA shall participate as part of and not in addition to the Joint PBA Management Committee set forth in Article XXVII of the PBA (Patrolmen) Agreement with the City, as set forth as follows:

A committee consisting of the Director of Police, the SOA and the PBA shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. The committee shall meet the third Wednesday in each of the following months: January, April, August and October as well as any other time the committee considers it necessary and required. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the City, the PBA and the Superior Officers Association on such matters as:

- (a) Discussing questions arising over the interpretation and application of this Agreement;
- (b) Disseminating general information of interest to the parties;
- (c) Giving SOA and PBA representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit;
- (d) To notify the SOA and PBA of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;
- (e) The promotion of education and training;
- (f) The elimination of waste and the conservation of materials and supplies;
- (g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and properties and strengthening the morale of employees.

## **ARTICLE XXVIII**

### **RULES AND REGULATIONS**

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement.

Copies of new rules and regulations shall be furnished to the SOA and opportunity for discussion of the new rules and regulations shall be afforded to the SOA before implementing same.

## ARTICLE XXIX

### MUTUAL AID

Employees who are required to aid another community are fully covered by Worker's Compensation and liability insurance and pensions as provided by State law.

**ARTICLE XXX**

**MILITARY CLAUSE**

All employees covered by this Agreement shall be entitled to all rights under the Federal and State statutes pertaining to military service.

## ARTICLE XXXI

### ACCESS TO PERSONNEL FILES

The City agrees to permit each employee full inspection and examination, without restriction, of his personnel files at least once during each calendar year upon request by the employee. The inspection shall take place in a private place provided by the City at reasonable hours during the day. The City may require that such inspection and examination take place in the presence of the Director or his designee, and the employee may, at his option, have the President of the SOA or the employee's designee as a third party present during such inspection. The employee shall be permitted to copy all or part of statements, writings, or information contained in his personnel file, and nothing shall be added without notification to both parties.

No letter of communication shall be placed in the personnel file of any Police Officer except on notice to said Police Officer and only if said Police Officer is given the opportunity to answer any allegations contained in said letter or communication, which answer shall be affixed to said letter, communication or complaint.

## ARTICLE XXXII

### SAVINGS CLAUSE

Section 1: It is understood and agreed that if any provision of the Agreement or the application of the Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 2: If any such provisions are still held invalid per se, the City and the SOA will meet for the purpose of negotiating changes made necessary by applicable law.

## ARTICLE XXXIII

### MISCELLANEOUS

Section 1: There should be no prohibition against any fund-raising functions sponsored by the SOA, except as provided by State law or Ordinance. All fund-raising activities shall be conducted outside the employee's normal work day.

Section 2: Retention of Benefits - Definition: Except as otherwise provided herein, all rights, privileges and benefits which the Officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued to be maintained by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of the negotiations resulting in this Agreement.

Section 3: Copies of all Ordinances and Resolutions of the City of Orange Township affecting the Police Department shall be given to the Secretary of the SOA, after their proposed consideration by the Council at a public hearing, no less than one (1) one week prior to said hearing and copies of Ordinances and Resolutions shall be given to said Secretary after they are passed by the City Council.

Section 4: The City agrees to make available to the SOA, in response to reasonable requests from time to time, all available information relevant to collective negotiations concerning the financial resources of the City, including but not limited to annual financial reports and audits; a list of certified police personnel, final budgetary requirements and allocations, agenda and minutes of all City public council meetings, census data, names and addresses of all superior rank Police Officers who are members of this negotiation unit, and such information that shall assist the SOA in developing accurate and formally constructive programs on behalf of the Police Officers. The City further agrees to make available information which may be necessary for the SOA to process any grievance or complaint except in the case of personal matters in which the release of information shall be made on the basis of legal advice from the City attorney. Information provided to the SOA shall be data that is readily available.

Section 5: All vehicles, equipment and devices furnished to members of the Department must be sound and in good working order to assure adequate protection and safety. Except as otherwise provided in this Article, no Officer shall use a privately owned vehicle for police activities, and similarly, neither shall a police vehicle of any kind be used for private or personal business.

Section 6: All Police Officers with the City of Orange Township who hold the rank of Sergeant shall be utilized as supervisors.

Section 7: Individual Officers shall be allowed to exchange days off with fellow Officers of equal rank who are qualified to perform the job assignments of the Officer with

whom days off are exchanged, provided that both Officers involved obtain the consent of the Director of Police prior to the date of the exchange and providing further that no overtime shall be incurred by the City in granting such a request. This clause shall be applicable to employee requests and shall not preclude the Director of Police from making such exchange.

The Director may grant, at his discretion, requests for exchanges of employees of unequal rank.

Section 8: The president of the Superior Officer's Association or his designee shall be granted time off without loss of pay to attend State and County conference meetings, State Legislative meetings and conventions as prescribed by the SOA President within the discretion of the Director of Police.

Section 9: The President of the Superior Officer's Association shall have the opportunity to pick his shift to make himself available to conduct union business. If the SOA President is assigned to the Patrol Division, he shall be excluded from the pick.

Section 10: The City will adopt an awards program as agreed upon with the SOA. It is intended that these awards, by providing for recognition of valorous acts or accomplishments, may promote "esprit de corps" and contribute to improved levels of achievement in the Department.

Section 11: The City will provide an office for the Superior Officer's Association within the discretion of the Director of Police.

Section 12: The City will maintain a current promotional list for the ranks of Sergeant, Lieutenant, and Captain throughout the duration of this Agreement.

Section 13: In recognition of the value of educational achievement by Police Officers and the contribution to individual and departmental professionalism, the City agrees to provide an education stipend, paid annually by separate check on or about July 1 of each year, according to the following schedule:

AA degree	\$125.00
AA degree in police science	\$250.00
BA or BS degree	\$250.00
BA or BS degrees in police science	\$500.00

It is understood and agreed that an Officer holding more than one such degree shall receive only one stipend at the highest level or which he is qualified based on any one of the degrees attained.

Section 14: The City agrees to allow the SOA reasonable use of the copying machine at Police Headquarters and City Hall.



Section 15: Each Superior Officer who is assigned to the complaint desk shall be granted a thirty (30) minute lunch break as near to the midpoint of the tour as possible, provided the Officer remains in the building and available for immediate return to duty in case of an emergency.

Section 16: The parties recognize that good police management requires respect for the command structure. Every effort shall therefore be made to keep investigations confidential and the Superior Officer informed of contemplated response by the Director of Police when a Superior Officer had lodged a disciplinary charge against a subordinate. This includes informing the Superior Officers who preferred the charge of the decision before informing the subordinate.

## ARTICLE XXXIV

### NO STRIKE AGREEMENT

Section 1: The SOA covenants and agrees that during the term of this Agreement neither the SOA nor any person acting on its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty or the willful absence of an employee from his position, or stoppage of work or abstinence from the full, faithful and proper performance of the employee's duties employment), work stoppage, slowdown or walk-out against the City.

Section 2: In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in such activity by any SOA member shall be deemed grounds for disciplinary action.

Section 3: Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the SOA or any of its members.

**ARTICLE XXXV**

**TERM OF AGREEMENT**

Section 1: This Agreement shall be effective as of January 1, 2004 and shall remain in force and effect until December 31, 2007.

Section 2: This Agreement shall remain in full force and effect beyond the date of expiration set forth herein during collective bargaining negotiation between the parties until a successor Agreement is concluded.

Section 3: Notwithstanding the provisions of Section 1 above, either party shall have the right upon 60 days prior written notice to commence negotiations for a successor Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date above written.

Attest:

**CITY OF ORANGE TOWNSHIP**

\_\_\_\_\_ Mayor

**ORANGE SUPERIOR OFFICER'S ASSOCIATION**

\_\_\_\_\_ President



Orange Police SOA											
Salary calculations											
Sergeants - 1st step											
Sergeant - prior to 1/1/94 - 1st step											
date	Increase percentage	Patrolman hired prior to 1/94	Sgt full pay w/9/11	35% diff btw Patrol/Sgt	Sgt full step w/9/11	95 hrs holiday in base w/9/11	3% longevity 5-9 years	3% longevity 10-14 years	3% longevity 15-19 years	10% longevity 20-22 years	14% longevity 23+ years
1/1/03		55,828	70,366	6,542	62,370	65,219	67,175	69,132	70,436	71,741	74,349
1/1/04	3.00%	57,503	72,447	6,725	64,228	67,161	69,176	71,191	72,534	73,877	76,564
7/1/04	1.00%	58,078	73,161	6,787	64,865	67,828	69,863	71,898	73,254	74,611	77,324
1/1/05	3.00%	59,820	75,326	6,978	66,798	69,849	71,944	74,040	75,437	76,834	79,627
7/1/05	1.00%	60,418	76,069	7,043	67,461	70,542	72,659	74,775	76,186	77,597	80,418
1/1/06	3.00%	62,231	78,321	7,241	69,471	72,644	74,824	77,003	78,456	79,909	82,815
7/1/06	1.00%	62,853	79,094	7,308	70,162	73,366	75,567	77,768	79,235	80,703	83,637
1/1/07	3.00%	64,739	81,437	7,514	72,253	75,553	77,820	80,086	81,597	83,108	86,130
7/1/07	1.00%	65,386	82,241	7,585	72,971	76,304	78,593	80,882	82,408	83,934	86,986
Sergeant - after 1/1/94 - 1st step											
date	Increase percentage	Patrolman hired prior to 1/94	Sgt full pay w/9/11	45% diff btw Patrol/Sgt	Sgt full step w/9/11	95 hrs holiday in base w/9/11	3% longevity 5-9 years	3% longevity 10-14 years	3% longevity 15-19 years	10% longevity 20-22 years	14% longevity 23+ years
1/1/03		55,583	69,366	6,202	61,785	64,607	66,545	68,484	69,776	71,068	73,652
1/1/04	3.00%	57,250	71,447	6,388	63,639	66,545	68,542	70,538	71,869	73,200	75,862
7/1/04	1.00%	57,823	72,161	6,452	64,275	67,211	69,227	71,244	72,588	73,932	76,620
1/1/05	3.00%	59,558	74,326	6,646	66,203	69,227	71,304	73,381	74,765	76,150	78,919
7/1/05	1.00%	60,153	75,069	6,712	66,865	69,919	72,017	74,115	75,513	76,911	79,708
1/1/06	3.00%	61,958	77,321	6,913	68,871	72,017	74,177	76,338	77,778	79,219	82,099
7/1/06	1.00%	62,577	78,094	6,983	69,560	72,737	74,919	77,101	78,556	80,011	82,920
1/1/07	3.00%	64,455	80,437	7,192	71,647	74,919	77,167	79,414	80,913	82,411	85,408
7/1/07	1.00%	65,099	81,241	7,264	72,363	75,668	77,938	80,208	81,722	83,235	86,262

Orange Police SOA		Salary calculations		Sergeants - 1st step		Sergeant - prior to 1/1/94 - with detective stipend - 1st step		Sergeant - after 1/1/94 - with detective stipend - 1st step					
date	increase percentage	Patrolman hired prior to 1/94	Sgt (01) pay w/9/11	45% Patrol/Sgt diff/w/9/11	Sgt (01) step w/9/11	Detective stipend w/9/11	95 hrs holiday base w/9/11	3% longevity 55 years	5% longevity 60 years	8% longevity 65 years	10% longevity 70 years	12% longevity 75 years	14% longevity 80 years
1/1/03		55,828	70,366	6,542	62,370	63,370	66,264	68,252	70,240	71,566	72,891	75,541	
1/1/04	3.00%	57,503	72,447	6,725	64,228	65,228	68,207	70,253	72,299	73,663	75,028	77,756	
7/1/04	1.00%	58,078	73,161	6,787	64,865	65,865	68,874	70,940	73,006	74,383	75,761	78,516	
1/1/05	3.00%	59,820	75,326	6,978	66,798	67,798	70,894	73,021	75,148	76,566	77,984	80,820	
7/1/05	1.00%	60,418	76,069	7,043	67,461	68,461	71,588	73,736	75,883	77,315	78,747	81,610	
1/1/06	3.00%	62,231	78,321	7,241	69,471	70,471	73,690	75,901	78,112	79,585	81,059	84,007	
7/1/06	1.00%	62,853	79,094	7,308	70,162	71,162	74,412	76,644	78,876	80,365	81,853	84,829	
1/1/07	3.00%	64,739	81,437	7,514	72,253	73,253	76,599	78,897	81,195	82,727	84,259	87,323	
7/1/07	1.00%	65,386	82,241	7,585	72,971	73,971	77,349	79,670	81,990	83,537	85,084	88,178	
Sergeant - after 1/1/94 - with detective stipend - 1st step													
date	increase percentage	Patrolman hired prior to 1/94	Sgt (01) pay w/9/11	45% Patrol/Sgt diff/w/9/11	Sgt (01) step w/9/11	Detective stipend w/9/11	95 hrs holiday base w/9/11	3% longevity 55 years	5% longevity 60 years	8% longevity 65 years	10% longevity 70 years	12% longevity 75 years	14% longevity 80 years
1/1/03		55,583	70,366	6,652	62,235	63,235	66,124	68,107	70,091	71,413	72,736	75,381	
1/1/04	3.00%	57,250	72,447	6,838	64,089	65,089	68,062	70,104	72,145	73,507	74,868	77,590	
7/1/04	1.00%	57,823	73,161	6,902	64,725	65,725	68,727	70,789	72,851	74,225	75,600	78,349	
1/1/05	3.00%	59,558	75,326	7,096	66,653	67,653	70,743	72,866	74,988	76,403	77,818	80,647	
7/1/05	1.00%	60,153	76,069	7,162	67,315	68,315	71,436	73,579	75,722	77,150	78,579	81,436	
1/1/06	3.00%	61,958	78,321	7,363	69,321	70,321	73,533	75,739	77,945	79,416	80,886	83,828	
7/1/06	1.00%	62,577	79,094	7,432	70,010	71,010	74,253	76,481	78,708	80,193	81,678	84,649	
1/1/07	3.00%	64,455	81,437	7,642	72,097	73,097	76,435	78,728	81,021	82,550	84,079	87,136	
7/1/07	1.00%	65,099	82,241	7,714	72,813	73,813	77,184	79,500	81,815	83,359	84,903	87,990	

Orange Police SOA											
Salary calculations											
Sergeants											
Sergeant - prior to 1/1/94											
date	increase percentage	base pay	with 911 holiday in 15 yrs	base pay/35 hrs	37 longevity	39 longevity	41 longevity	43 longevity	45 longevity	47 longevity	49 longevity
date	percentage	base pay	consideration base w/911	holiday in 15 yrs	37 longevity	39 longevity	41 longevity	43 longevity	45 longevity	47 longevity	49 longevity
1/1/03		69,366	70,366	73,580	75,787	77,995	79,466	80,938	82,409	83,881	
1/1/04	3.00%	71,447	72,447	74,710	76,952	79,193	80,687	82,181	83,675	85,170	
7/1/04	1.00%	72,161	73,161	75,457	77,721	79,984	81,493	83,002	84,512	86,021	
1/1/05	3.00%	74,326	75,326	77,721	80,052	82,384	83,938	85,493	87,047	88,602	
7/1/05	1.00%	75,069	76,069	78,498	80,853	83,207	84,777	86,347	87,917	89,487	
1/1/06	3.00%	77,321	78,321	80,852	83,278	85,704	87,321	88,938	90,555	92,172	
7/1/06	1.00%	78,094	79,094	81,661	84,111	86,560	88,194	89,827	91,460	93,093	
1/1/07	3.00%	80,437	81,437	84,111	86,634	89,157	90,840	92,522	94,204	95,886	
7/1/07	1.00%	81,241	82,241	84,952	87,500	90,049	91,748	93,447	95,146	96,845	
Sergeant - after 1/1/94											
date	increase percentage	base pay	with 911 holiday in 15 yrs	base pay/35 hrs	41 longevity	43 longevity	45 longevity	47 longevity	49 longevity	51 longevity	53 longevity
date	percentage	base pay	consideration base w/911	holiday in 15 yrs	41 longevity	43 longevity	45 longevity	47 longevity	49 longevity	51 longevity	53 longevity
1/1/03		69,366	70,366	73,580	76,523	77,995	79,466	80,938	82,409	83,881	
1/1/04	3.00%	71,447	72,447	74,710	77,699	79,193	80,687	82,181	83,675	85,170	
7/1/04	1.00%	72,161	73,161	75,457	78,475	79,984	81,493	83,002	84,512	86,021	
1/1/05	3.00%	74,326	75,326	77,721	80,830	82,384	83,938	85,493	87,047	88,602	
7/1/05	1.00%	75,069	76,069	78,498	81,638	83,207	84,777	86,347	87,917	89,487	
1/1/06	3.00%	77,321	78,321	80,852	84,087	85,704	87,321	88,938	90,555	92,172	
7/1/06	1.00%	78,094	79,094	81,661	84,927	86,560	88,194	89,827	91,460	93,093	
1/1/07	3.00%	80,437	81,437	84,111	87,475	89,157	90,840	92,522	94,204	95,886	
7/1/07	1.00%	81,241	82,241	84,952	88,350	90,049	91,748	93,447	95,146	96,845	





Orange Police SOA												
Salary calculations												
Lieutenants												
Lieutenant - prior to 1/1/94												
date	increase percentage	base pay	with 911 consideration	95 hrs holiday in base w/911	3% longevity 5-9 years	6% longevity 10-14 years	8% longevity 15-19 years	10% longevity 20-24 years	12% longevity 25-29 years	14% longevity 30-34 years	16% longevity 35-39 years	18% longevity 40+ years
1/1/03		74,585	75,585	79,037	81,408	83,779	85,360	86,941	88,522	90,103		
1/1/04	3.00%	76,823	77,823	81,377	83,818	86,260	87,887	89,515	91,144	92,772		
7/1/04	1.00%	77,591	78,591	82,181	84,646	87,112	88,755	90,399	92,043	93,686		
1/1/05	3.00%	79,919	80,919	84,615	87,153	89,691	91,384	93,076	94,768	96,461		
7/1/05	1.00%	80,718	81,718	85,451	88,014	90,578	92,287	93,996	95,704	97,414		
1/1/06	3.00%	83,140	84,140	87,982	90,622	93,261	95,901	98,541	101,181	103,821		
7/1/06	1.00%	83,971	84,971	88,852	91,518	94,183	96,848	99,513	102,178	104,843		
1/1/07	3.00%	86,490	87,490	91,486	94,231	96,975	99,719	102,463	105,207	107,951		
7/1/07	1.00%	87,355	88,355	92,390	95,162	97,934	100,706	103,478	106,250	109,022		
Lieutenant - prior to 1/1/94 - with detective stipend												
date	increase percentage	base pay	with 911 consideration	95 hrs holiday in base w/911	3% longevity 5-9 years	5% longevity 10-14 years	7% longevity 15-19 years	9% longevity 20-24 years	11% longevity 25-29 years	13% longevity 30-34 years	15% longevity 35-39 years	17% longevity 40+ years
1/1/03		74,585	75,585	79,037	80,037	82,438	84,839	86,440	88,041	89,642		
1/1/04	3.00%	76,823	77,823	81,377	82,377	84,848	87,320	88,967	90,606	92,245		
7/1/04	1.00%	77,591	78,591	82,181	83,181	85,676	88,172	89,835	91,498	93,161		
1/1/05	3.00%	79,919	80,919	84,615	85,615	88,183	90,751	92,464	94,176	95,889		
7/1/05	1.00%	80,718	81,718	85,451	86,451	89,044	91,638	93,367	95,096	96,825		
1/1/06	3.00%	83,140	84,140	87,982	88,982	91,652	94,321	96,101	97,881	99,660		
7/1/06	1.00%	83,971	84,971	88,852	89,852	92,548	95,243	97,040	98,838	100,635		
1/1/07	3.00%	86,490	87,490	91,486	92,486	95,261	98,035	100,809	103,583	106,357		
7/1/07	1.00%	87,355	88,355	92,390	93,390	96,192	98,994	100,862	102,729	104,597		

Orange Police SOA										
Salary calculations										
Lieutenants										
Lieutenant - after 1/1/94										
date	increase percentage	base pay	base pay with 911 consideration	95 hrs holiday/in	4% longevity 12-17 years	3% longevity 15-19 years	3% longevity 20-22 years	3% longevity 23-26 years	3% longevity 27-30 years	3% longevity 31+ years
1/1/03		74,585	75,585	79,037	82,199	83,779	85,360	88,522		
1/1/04	3.00%	76,823	77,823	81,377	84,632	86,260	87,887	91,142		
7/1/04	1.00%	77,591	78,591	82,181	85,468	87,112	88,755	92,042		
1/1/05	3.00%	79,919	80,919	84,615	87,999	89,691	91,384	94,768		
7/1/05	1.00%	80,718	81,718	85,451	88,869	90,578	92,287	95,705		
1/1/06	3.00%	83,140	84,140	87,982	91,502	93,261	95,021	98,540		
7/1/06	1.00%	83,971	84,971	88,852	92,406	94,183	95,960	99,515		
1/1/07	3.00%	86,490	87,490	91,486	95,146	96,975	98,805	102,464		
7/1/07	1.00%	87,355	88,355	92,390	96,086	97,934	99,782	103,477		
Lieutenant - after 1/1/94 - with detective stipend										
date	increase percentage	base pay	base pay with 911 consideration	95 hrs holiday/in	4% longevity 12-17 years	3% longevity 15-19 years	3% longevity 20-22 years	3% longevity 23-26 years	3% longevity 27-30 years	3% longevity 31+ years
1/1/03		74,585	75,585	79,037	80,037	83,239	84,839	86,440	89,642	
1/1/04	3.00%	76,823	77,823	81,377	82,377	85,672	87,320	88,967	92,262	
7/1/04	1.00%	77,591	78,591	82,181	83,181	86,508	88,172	89,835	93,162	
1/1/05	3.00%	79,919	80,919	84,615	85,615	89,039	90,751	92,464	95,888	
7/1/05	1.00%	80,718	81,718	85,451	86,451	89,909	91,638	93,367	96,825	
1/1/06	3.00%	83,140	84,140	87,982	88,982	92,542	94,321	96,101	99,660	
7/1/06	1.00%	83,971	84,971	88,852	89,852	93,446	95,243	97,040	100,635	
1/1/07	3.00%	86,490	87,490	91,486	92,486	96,186	98,035	99,885	103,584	
7/1/07	1.00%	87,355	88,355	92,390	93,390	97,126	98,994	100,862	104,597	

Orange Police SOA																					
Salary calculations																					
Captains																					
Captain - prior to 1/1/94																					
date	increase percentage	base pay	consideration	base pay with 911 holiday	95 hrs holiday in base w/911	3% longevity 5-9 years	6% longevity 10-14 years	9% longevity 15-19 years	10% longevity 20-22 years	12% longevity 23 over years											
1/1/03		81,054	82,054	85,802	85,802	88,376	90,950	92,666	94,382	97,814											
1/1/04	3.00%	83,486	84,486	88,344	88,344	90,995	93,645	95,412	97,179	100,713											
7/1/04	1.00%	84,320	85,320	89,217	89,217	91,894	94,570	96,355	98,139	101,708											
1/1/05	3.00%	86,850	87,850	91,862	91,862	94,618	97,374	99,211	101,049	104,723											
7/1/05	1.00%	87,719	88,719	92,771	92,771	95,554	98,337	100,192	102,048	105,759											
1/1/06	3.00%	90,350	91,350	95,522	95,522	98,388	101,254	103,164	105,075	108,896											
7/1/06	1.00%	91,254	92,254	96,467	96,467	99,361	102,255	104,185	106,114	109,973											
1/1/07	3.00%	93,991	94,991	99,330	99,330	102,310	105,290	107,276	109,263	113,236											
7/1/07	1.00%	94,931	95,931	100,313	100,313	103,322	106,331	108,338	110,344	114,356											
Captain - prior to 1/1/94 - with detective stipend																					
date	increase percentage	base pay	consideration	base pay with 911 holiday	95 hrs holiday in base w/911	3% longevity 5-9 years	6% longevity 10-14 years	9% longevity 15-19 years	10% longevity 20-22 years	12% longevity 23 over years											
1/1/03		81,054	82,054	85,802	85,802	86,802	89,406	92,010	93,746	95,482											
1/1/04	3.00%	83,486	84,486	88,344	88,344	89,344	92,025	94,705	96,492	98,279											
7/1/04	1.00%	84,320	85,320	89,217	89,217	90,217	92,924	95,630	97,435	99,239											
1/1/05	3.00%	86,850	87,850	91,862	91,862	92,862	95,648	98,434	100,291	102,149											
7/1/05	1.00%	87,719	88,719	92,771	92,771	93,771	96,584	99,397	101,272	103,148											
1/1/06	3.00%	90,350	91,350	95,522	95,522	96,522	99,418	102,314	104,244	106,175											
7/1/06	1.00%	91,254	92,254	96,467	96,467	97,467	100,391	103,315	105,265	107,214											
1/1/07	3.00%	93,991	94,991	99,330	99,330	100,330	103,340	106,350	108,356	111,376											
7/1/07	1.00%	94,931	95,931	100,313	100,313	101,313	104,352	107,391	109,418	111,444											

Orange Police SOA									
Salary calculations									
Captains									
Captain - after 1/1/94									
date	increase percentage	base pay	consideration	base pay with 911	95 hrs holiday in	7% longevity 10-14 years	8% longevity 15-19 years	9% longevity 20-24 years	10% longevity 25-29 years
1/1/03		81,054	82,054	85,802	89,234	90,950	92,666	96,098	
1/1/04	3.00%	83,486	84,486	88,344	91,878	93,645	95,412	98,946	
7/1/04	1.00%	84,321	85,321	89,218	92,787	94,571	96,355	99,924	
1/1/05	3.00%	86,851	87,851	91,863	95,538	97,375	99,212	102,887	
7/1/05	1.00%	87,720	88,720	92,772	96,483	98,338	100,194	103,905	
1/1/06	3.00%	90,352	91,352	95,524	99,345	101,255	103,166	106,987	
7/1/06	1.00%	91,258	92,258	96,472	100,331	102,260	104,189	108,048	
1/1/07	3.00%	93,994	94,994	99,333	103,306	105,293	107,279	111,253	
7/1/07	1.00%	94,934	95,934	100,316	104,328	106,334	108,341	112,353	
Captain - after 1/1/94 - with detective stipend									
date	increase percentage	base pay	consideration	base pay with 911	95 hrs holiday in	4% longevity 12-14 years	6% longevity 15-19 years	8% longevity 20-22 years	10% longevity 23-26 years
1/1/03		81,054	82,054	85,802	86,802	89,274	92,010	93,746	97,218
1/1/04	3.00%	83,486	84,486	88,344	89,344	92,918	94,705	96,492	100,066
7/1/04	1.00%	84,321	85,321	89,218	90,218	93,827	95,631	97,435	101,044
1/1/05	3.00%	86,851	87,851	91,863	92,863	96,578	98,435	100,292	104,007
7/1/05	1.00%	87,720	88,720	92,772	93,772	97,523	99,398	101,274	105,025
1/1/06	3.00%	90,352	91,352	95,524	96,524	100,385	102,315	104,246	108,107
7/1/06	1.00%	91,256	92,256	96,470	97,470	101,368	103,318	105,267	109,166
1/1/07	3.00%	93,994	94,994	99,332	100,332	104,346	106,332	108,359	112,372
7/1/07	1.00%	94,934	95,934	100,315	101,315	105,368	107,394	109,420	113,473

**PROOF OF SERVICE**

I, Lauren M. Craig, hereby certify as follows:

1. I am an Associate with the law firm of Lum, Drasco & Positan, LLC, attorneys for Petitioner City of Orange Township in the above-captioned matter.
2. On this day, I caused to be served on Lynsey A. Johnson, Esq., Fox & Fox LLP, 70 South Orange Ave, Suite 203, Livingston, New Jersey 07039, attorney for the Orange Police Department Superior Officers Association, a copy of the attached Brief in Support of Petition for Scope of Negotiations Determination via fax and regular mail.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
\_\_\_\_\_  
Lauren M. Craig

Dated: January 4, 2007

