

Agreement

Between

**The Edgewater Park Police Superior Officers
Association**

and

The Township of Edgewater Park

January 1, 2013 – December 31, 2016

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I. RECOGNITION

The employer recognizes the Edgewater Park Police Superior Officers Association an affiliate of the FOP NJ Labor Council as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees listed in Annex A, salaries, attached hereto, and by reference, made as part of the Agreement. This recognition, however, shall not be interpreted as having the affect of, or in any way abrogating the rights of employees under Laws of 1968, Chapter 303. The Edgewater Park Police Superior Officers Association will hereafter be referred to as the Association. The Employer and the Association retain the right to seek advice and counsel from outside parties for the purposes of negotiation.

II. GENERAL RULES

A. The proposed salary ranges shall be established to all authorized positions, except where positions and salary are set 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 an employee 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. Rate of compensation provided for in this Agreement is fixed on the basis of full-time service unless stated otherwise.

E. During 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.

The provisions of this clause are subject to and superseded by the applicable provisions of New Jersey State Law and Civil Service.

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

III. GRIEVANCE PROCEDURE

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

B. Grievance shall mean alleged violation of this Agreement or any dispute with respect to this meaning or application.

C. Informal Verbal Grievance - Step I

The employee shall file his grievance or dispute to his immediate supervisor, verbally or in writing, at the employee's option within forty-eight (48) hours after the occurrence of such grievance or dispute, excluding weekends or holidays. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within fifteen (15) working days of the time when it was first presented to him. If he cannot, he must within that time advise the employee of his inability to do so.

D. Formal Written Grievance - Step 2

1. When an employee has been informed of the supervisor's inability to develop a mutually satisfactory solution to the grievance, the employee will have forty-eight (48) consecutive hours excluding weekends or holidays to grieve in writing the immediate supervisor's decision to the Department Head. The grievance should be stated as completely and as clearly as possible, in order to permit handling. One copy of the grievance shall be immediately placed in the hands of the Department Head. The original of the written grievance shall be filed with the Department Head and a copy served upon the immediate supervisor to whom the grievance was verbally made within the stipulated time period.

2. The supervisor will report the facts and events which led up to its presentation in writing, including in his written report any verbal answer he may have previously given to the employee concerning this grievance. Within two (2) working days after the receipt of the written grievance, the supervisor must present it with the information required to the Department Head and Administrator.

3. The Township Administrator will attempt to find a mutually satisfactory solution to the grievance within fifteen (15) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Administrator must be forwarded to the mayor. The governing body will then consider and formally act on the complaint within fifteen (15) days.

IV. DETAILED PLAN

A. Salaries and wages

1. All employees in classification listed in Annex A will receive the salaries and wages set forth within Annex A for the years 2013 through 2016. Said wages will be paid in accordance with the Salary Ordinance for the respective years.

B. Work Schedules

1. The work schedule shall be the prerogative of management with the consultation of the Association.

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.

C. Definition of Duties

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

D. Court Pay

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.

V. BEREAVEMENT LEAVE

A. Leave of absence for death in the family shall be in accordance with Edgewater Park Standard Operating Procedures:

1. Members and employees will be allowed the following time off in case of 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. For an uncle, aunt, nephew, niece, brother in law, sister in law, cousin of the first degree, the day of burial only.

3. 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.

VI. PERSONAL LEAVE

A. All employees shall receive (4) 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.

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

C. 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.

VII. LEAVE OF ABSENCE

A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform the duties and who temporarily desires to engage in a course of study that will increase his usefulness to the employer, or for any reason considered good by the Mayor and the Department Head, may, with approval of the Mayor and the Department Head, be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee asking for leave of absence shall submit his or her request in writing to the Department Head, stating starting date, approximate duration and finishing date to return and reason for leave. Upon completion of approved leave of absence, the employee shall be entitled to return to his or her former position. All applications for leave of absence 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.

VIII. RIGHTS AND PRIVILEGES OF THE ASSOCIATION

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 employee. The Association 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 employee shall be contacted by a Committee member nor shall any employee 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 employee and his immediate supervisor.

C. The employer shall not discriminate on the basis of race, color or national origin or on any other unlawful basis whatsoever under any circumstances.

D. The FOP Edgewater Park Police Officers Association is the exclusive representative of the Edgewater Park Superior Officers. The FOP Edgewater Park Superior Officers Association shall submit to the Township personnel office a list of name employees 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 employees in this bargaining unit a representation fee equal to eighty-five percent (85%) of the amount set for the FOP members (this amount will be determined by the FOP Treasurer and is to be paid by payroll deduction).

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.

FOP 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.

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

IX. WORKMAN'S COMPENSATION, SAFETY AND HEALTH

A. Employees 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, under the same terms and conditions set forth under Section IV, except that employees shall continue to accrue seniority rights and appropriate fringe benefits and subject to the requirements that an employee will endorse any compensation checks received as the result of the disability from the Township insurance carrier over to the Township. During the period of disability, management reserves the right at such time and under such circumstances as are reasonable, to require a person 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 an employee may return to work, the Township's check will cease unless the employee returns to work. In the event the employee is dissatisfied with the

Township physician's opinion, he may, at his cost, seek a second opinion. If said second opinion is a variance with the initial opinion, both the Township and the Association 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 employee's medical condition. Said list shall be submitted to the employee within forty-eight (48) hours of receipt. Within forty-eight (48) hours of submitting the list to the employee, both the township and the employee shall select and rank in order of preference, three (3) physicians from the list. If only one physician is the same on both lists, said physician shall be selected for the third opinion. 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. If the third opinion supports the employee's contention, the Township shall pay for the third opinion and reimburse the employee for the second opinion; if the third opinion supports the Township physician's contention, then the employee shall pay for the third opinion. The decision of the third physician shall be final and binding on both parties.

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

X. FRINGE BENEFITS

A. All permanent and provisional employees shall be enrolled in the New Jersey State Health Benefits Plan, including benefits for spouse and family. It is understood by the Association that if the Township elects to change health care providers, the benefit plan must be equal to or better than the current plan provided. Employees are responsible for all premium cost sharing mandates of the P.L. 2011 c 78. The Parties agree to negotiate the premium cost sharing responsibility in the event P.L. 2011 c. 78 sunsets. However, the c. 78 rate of contribution shall continue until a successor agreement is reached.

B. Only full time employees are eligible for membership in the Delta Dental Plan of New Jersey with 80/20 coverage paid by the employer. If the Township seeks to change the dental plan, the new plan must be equivalent or better than the plan now in effect.

C. All permanent employees are eligible for membership in the Police and Fireman's Retirement System and group life insurance available according to the 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. The first seven (7) years will be paid by an employer at the current rate, less the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent which shall be set in accordance with P.L. 2011 c78. After the first seven (7) years the entire cost of the

insurance coverage will be paid by the non-service, disabled, or retired employee plan. Such retirement must be "in good standing."

E. All members of the Association who attend police related college courses will receive \$10.00 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 Association. This will be paid directly to the dry cleaners performing this service.

G. The Police Detective will also receive a clothing allowance of \$500.00 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 for all members of the Association.

I. All members of the Association will be allowed to attend one training school per year, as scheduled by the Chief of Police or Public Safety Director or his designee.

J. All members of the Association will 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 Association will be reimbursed up to \$400.00 per year per family for prescription eyeglasses. This benefit shall be prorated upon the employee's separation of employment from the Township.

L. All members of the Association 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 Association will be paid a uniform allowance in the amount of \$1,125.00. Uniform allowances shall be paid on the first pay period in January. 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. During the course of this contract, if a department wide reissue is required, the Township shall be responsible for the reissue. The Association further agrees that bulletproof vests shall be supplied by the Township as long as grant monies are received to purchase the vests. 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. The Association further agrees that uniforms will only be purchased through a vendor approved by the Chief of Police or Public Safety Director. This payment shall be made in the form of a check in the first full pay period in January. The

members will receive a 1099 form for tax purposes. The full amount to be paid is as follows:

2013 through 2016 - \$1,125.00 per each of the contract years.

XI. HOLIDAYS

A. Official holidays for employees shall be as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Christmas Day

B. Due to the emergency nature of work performed by the Association 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.

XII. ANNUAL VACATION

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 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 working 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 employee 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 employer, the employer may elect to pay the employee for such vacation time or may permit the employee to reschedule same.

D. All vacation requests must be submitted to the immediate supervisor for approval by the Chief of Police or Public Safety Director 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 employee who is laid off, retired or separated from the service of the employer shall be compensated for his or her unused vacation time accrued as of date of separation.

G. Department Heads will maintain a file of vacation days used and time remaining; such file available for inspection by each employee.

H. If an employee wishes not to use two (2) weeks vacations, the Township will give them the week's pay.

XIII. SICK LEAVE

A. Sick leave shall be in accordance with N.J.A.C. 4A:6-1 et seq.

1. As used in this subsection, "Sick Leave" shall mean paid leave that may be granted any employee 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 employees are not eligible for sick leave.

2. Sick leave with pay will be allowed provided that the employee provides satisfactory proof of his illness or disability or a licensed physician's certificate as herein provided and notifies his supervisor of his illness, provided further that the employee's illness or disability is, in the opinion of a physician of the Township's choice, the result of events or acts beyond the employee's control.

3. Sick leave shall be computed on the basis of the applicable rules and regulations of the New Jersey Civil Service Commission and those employees who are not filling Civil Service positions shall, never the less for the purpose of sick leave only, have their sick leave computed pursuant to the Civil Service Rules and Regulations.

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

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

All employees hired after 10/1/99 upon retirement or laid off will receive seventy five percent (75%) of their accumulative sick days. The total amount received by the employee may not exceed \$10,000.00

All employees 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.

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%.

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

Employees 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 employees, 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.

D. Employees 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.

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

F. Department heads will maintain a file of sick days used and time remaining. Such files will be available for inspection by each employee.

G. If an Association 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.

H. Sick leave incentive – 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 employee a one-thousand dollar (\$1,000.00) cash payment, paid during the first pay period in February of the following year.

XIV. SUPPLEMENTAL SALARY PAYMENTS

A. Supplemental salary payments will be based on each employee's anniversary date with the Department. The amount of supplemental salary payments will be determined by the number of continuous years of service with the Department. Supplemental salary will be paid in the following amount:

6 years through 10 years	3%
11 years through 15 years	4 1/2%
16 years through 20 years	5 1/2%
21 years and over	6%

B. The supplemental salary payment will be based on the base salary only. The supplemental salary computation as set forth above will be non-cumulative, i.e., a police employee with sixteen (16) years of service or over would receive 5 1/2% 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 employee's bi-weekly pay.

C. Employees hired after 10/1/99 shall not receive the supplemental salary payments set forth in the paragraphs above.

XV. FALSE ARREST AND LIABILITY INSURANCE

Each employee 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.

XVI. SENIORITY

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

B. An employee'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. In all cases of promotion, demotion, lay-off, recall, vacation schedule and other situations, where substantial, the employee 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.

XVII. 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 2016. 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. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. 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.

XVIII. MINIMUM MAN SHIFT

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. In the event of resignations, the Township of Edgewater Park shall make every effort to fill vacancies in accordance with the Civil Service requirements at the earliest date possible. Absence from the force due to vacations or illness shall not be considered in the reduction of the minimum operational force.

XIX. 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 officer, regardless of rank or position, scheduled to work an eight (8) hour shift that is required to work because of an emergency in excess of eight (8) hours in one day or forty (40) hours in any pay week, shall be compensated at time and a half. Any officer scheduled to work in excess of twelve (12) hours in any one day or 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 detective be assigned from the Superior Officer ranks, he or she shall receive an annual on-call bonus of \$1,000.00. This amount shall be prorated based on the number of weeks assigned to the position. This provision shall not apply to officers covering the position while the assigned detective is on leave.

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.

XXI. FULLY BARGAINED PROVISION

This Agreement represents the full and complete understanding of the parties on all issues which were or could have been the subject of collective bargaining, and agree that all parts of this Agreement will be interpreted according to the intent of the parties.

ANNEX A
SALARY BREAKDOWN

The salary range listed below is for employees with continued years of service as Sergeants, Lieutenants, Captain and represents a 2% increase for each year of the contract based on 2012 salaries

The Sergeant, Lieutenant and Captain positions are a one-step salary plan. At the present time the Captains position is vacant and may or may not remain vacant for the contract period or portions of said contract period

All members of the Association and their current pay step are listed below.

	RANK	DATE of HIRE	PROMOTION DATE
	Captain		
Robert Hess	Lieutenant	10/15/1991	04/15/2004
G. DiFilippo	Lieutenant	01/07/1995	09/20/2005
Brett Evens	Sergeant	12/01/1995	09/20/2005
Mark Herkoperec	Sergeant	04/28/2001	04/21/2009
John Harris	Sergeant	04/28/2003	04/21/2009

RANK:	2012	2013	2014	2015	2016
Captain	\$95,045.04	\$96,945.94	\$98,884.86	\$100,862.55	\$102,879.80
Lieutenant	\$82,868.84	\$84,526.22	\$86,216.74	\$87,941.07	\$89,699.89
Sergeant	\$79,067.98	\$80,649.34	\$82,262.32	\$83,907.57	\$85,585.72

Sergeant: Effective 1/1/2013 any officer promoted to the position of Sergeant shall receive a salary of \$3,000.00 plus the highest patrol officers base salary:

Example :

Patrol Officer	2013	2014	2015	2016
	\$74,919.03	\$76,417.41	\$77,945.76	\$79,504.67
Sergeant:	3,000.00	3,000.00	3,000.00	3,000.00
Base Salary:	\$77,919.03	\$79,417.41	\$81,945.76	\$82,504.67

ANNEX B

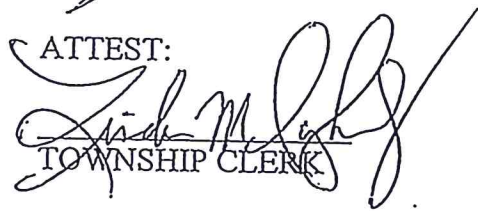
The Officers listed below are the current members of the Edgewater Park Police Superior Officers Association (EPPSOA). The EPPSOA has been founded for the purpose of negotiation, working conditions, grievances and any and all other benefits and matters relating to employment in the Township of Edgewater Park.

Robert D. Hess
Gene J. DiFilippo
Brett V. Evans
Mark Herkoperec
John Harris

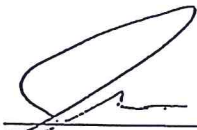

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
this 1st day of October 2013.

TOWNSHIP OF EDGEWATER PARK

BY: 
MAYOR

ATTEST:

TOWNSHIP CLERK

EDGEWATER PARK POLICE SUPERIOR
OFFICERS ASSOCIATION

 
PRESIDENT

**TOWNSHIP OF EDGEWATER PARK
RESOLUTION NO. 2013-197**

Resolution of the Township of Edgewater Park, County of Burlington, and State of New Jersey, Authorizing the Mayor and Clerk to Execute Amendment No. 1 to the Agreement with the Edgewater Park Police Association Superior Officers.

WHEREAS, the Township Committee entered into an agreement with the Edgewater Park Superior Officers Association on or about October 1, 2013 for the years 2013, 2014, 2015 and 2016; and

WHEREAS, the Township Committee and the Edgewater Park Superior Officers Association wish to amend said agreement; and

WHEREAS, This Agreement shall not in any way be construed as an admission by any party of any liability which all parties hereby disclaim. The resolution of this issue shall be non-precedential between the parties and neither shall offer the same in subsequent proceeding for the purpose of arguing a precedent or past practice.

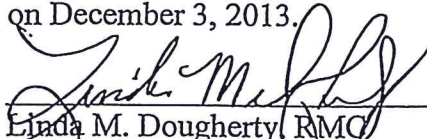
NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the TOWNSHIP OF EDGEWATER PARK, County of Burlington, State of New Jersey, that the Mayor and Clerk of the TOWNSHIP OF EDGEWATER PARK are hereby authorized to enter into an Amendment No. 1 of the Agreement with the EDGEWATER PARK TOWNSHIP POLICE ASSOCIATION SUPERIOR OFFICERS, a copy of which is attached hereto, for the years 2013, 2014, 2015 and 2016.

TOWNSHIP OF EDGEWATER PARK



 John McElwee, Mayor

I certify that the foregoing Resolution No. 2013-197 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on December 3, 2013.



 Linda M. Dougherty, RMC
 Municipal Clerk/Administrator

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Booker	X				2nd
Mr. Kercher	X				
Mr. Pullion	X				
Mr. Trainor				X	
Mayor McElwee	X				1st

Amendment No. 1

Agreement

Between

**The Edgewater Park Police Superior Officers
Association**

and

The Township of Edgewater Park

January 1, 2013 – December 31, 2016

1. RECOGNITION

The employer recognizes the Edgewater Park Police Superior Officers Association an affiliate of the FOP NJ Labor Council as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees of the Edgewater Park Police Superior Officers Association.

Whereas, the Edgewater Park Police Superior Officers Association and the Township of Edgewater Park entered into an agreement for years 2013, 2014, 2015 and 2016 on or about October 1, 2013.

Whereas, the parties hereby agree to amend the following Article and Section of the current contract as follows:

X. FRINGE BENEFITS

M. All members of the Association will be paid a uniform allowance as follows:

Year	2013	2014	2015	2016
Amount	\$1,125.00	\$1,250.00	\$1,375.00	\$1,500.00

Uniform allowances shall be paid on the first pay period in January. 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. During the course of this contract, if a department wide reissue is required, the Township shall be responsible for the reissue. The Association further agrees that bulletproof vests shall be supplied by the Township as long as grant monies are received to purchase the vests. 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. The Association further agrees that uniforms will only be purchased through a vendor approved by the Chief of Police or Public Safety Director. This payment shall be made in the form of a check in the first full pay period in January. The members will receive a 1099 form for tax purposes.

- 2. All other Contract articles not addressed in this agreement remain the same as in the current agreement, except that the language in Article X. FRINGE BENEFITS Section M. shall be amended as stated above.
- 3. The amended provisions stated herein shall expire upon the expiration of the agreement. The parties agree that there shall be no continuation of these amendments beyond the contract unless agreed upon by both parties in writing.
- 4. These amendments shall in no way be construed as a waiver by either party to its right to abide by the terms of the agreement without modification during the contractual term.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
this 3rd day of December 2013.

TOWNSHIP OF EDGEWATER PARK

BY:
MAYOR

ATTEST:

TOWNSHIP CLERK ADMINISTRATOR

EDGEWATER PARK POLICE SUPERIOR
OFFICERS ASSOCIATION

PRÉSIDENT

VICE PRÉSIDENT