

MEMORANDUM OF AGREEMENT BETWEEN

THE CITY OF WOODBURY

And

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 122

WHEREAS, the CITY OF WOODBURY (City/Employer) and PBA Local 122 (PBA/Union), herein collectively referenced as "the Parties", have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2019 through December 31, 2023; and

WHEREAS, as a result of negotiations, the Union and the City have reached an agreement on changes to terms and conditions of the CBA to be included in a successor contract; and

WHEREAS, the Union and the City desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement, the terms of which shall be included in a successor agreement.

NOW THEREFORE, the Union and the City agree the current 2019 – 2023 contract shall be modified consistent with the following:

1. PREAMBLE. The preamble section above is hereby incorporated by reference as if fully set forth herein.
2. DURATION. **Article XXVIII, Pages 21-22** shall be amended to provide a 5 year agreement from January 1, 2024 through December 31, 2028, with economic changes retroactive to January 1, 2024, by deleting the language in the article and replacing it as follows:

" This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until December 31, 2028. On or after September 1, 2028, either party may serve notice upon the other party of an intent to commence negotiations

for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2028, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.”

3. VACATION. **Article VII on pages 6-7** shall be amended to delete the vacation schedule in **Section I** and replace it as follows:

“Officers Who Have Been Employed From	Number of Hours
0 to 1 Year	96 Hours
1-5 Years	120 Hours
6-10 Years	168 Hours
11-15 Years	180 Hours
16-20 Years	180 Hours plus 8 hours for each year of service over 15 years, and up to 20 years, not to exceed 228 hours.”

4. COMPENSATION. **Article XXV on pages 18-20** shall be amended with all changes effective January 1, 2024, as follows:

- i. **Salary Guide.**

Section 1 on pages 18-19 shall be amended to delete the salary schedules including removal of Schedule B that does not apply to any members in the bargaining unit, delete the paragraph that immediately follows Schedule B, and replace the salary schedules and descriptive language of the salary schedule as follows:

“

SCHEDULE A

		3.25%	3.25%	3.50%	3.50%	3.75%
		2024	2025	2026	2027	2028
Year 1 Prob.	\$	52,076.42	\$ 53,768.91	\$ 55,650.82	\$ 57,598.60	\$ 59,758.54
Year 2	\$	58,325.84	\$ 60,221.43	\$ 62,329.18	\$ 64,510.70	\$ 66,929.85
Year 3	\$	62,652.27	\$ 64,688.47	\$ 66,952.56	\$ 69,295.90	\$ 71,894.50
Year 4	\$	72,818.00	\$ 75,184.58	\$ 77,816.04	\$ 80,539.60	\$ 83,559.84
Year 5	\$	82,841.43	\$ 85,533.78	\$ 88,527.46	\$ 91,625.92	\$ 95,061.89
Year 6	\$	90,185.10	\$ 93,116.12	\$ 96,375.18	\$ 99,748.31	\$ 103,488.88
Year 7	\$	96,003.51	\$ 99,123.63	\$ 102,592.95	\$ 106,183.71	\$ 110,165.60
Year 8	\$	101,824.11	\$ 105,133.39	\$ 108,813.06	\$ 112,621.52	\$ 116,844.82
Year 9	\$	110,687.76	\$ 114,285.11	\$ 118,285.09	\$ 122,425.07	\$ 127,016.01

The salaries in **Schedule A** represent a 3.25% increase for each officer on all steps retroactive to January 1, 2024 inclusive of compensation for Juneteenth; 3.25% increase for each officer on all steps effective January 1, 2025; 3.50% increase for each officer on all steps effective January 1, 2026; 3.50% increase for each officer on all steps effective January 1, 2027; and 3.75% increase for each officer on all steps effective January 1, 2028, inclusive of all holiday pay, longevity and patrol officers' clothing allowance."

ii. Detective Stipend and On Call.

Section 1 on page 19 shall be amended to delete the second paragraph after "SCHEDULE B" and replace it as follows:

"Upon being assigned to the Detective Bureau, officers will be paid an additional stipend of \$2,500 annually for each year of the contract."

Section 4 on page 20 shall be amended to delete the language and replace it as follows:

"Detectives will receive \$300.00 per week for each week he/she is "on-call." Detectives will be compensated a minimum of three (3) hours, calculated at time and a half, for each call-out, and overtime for any time worked thereafter."

iii. Shift Differential.

Section 2 on page 20 shall be amended to delete the language and replace it as follows:

"**Shift Differential:** Shift differential, in addition to the base salary, shall be paid to each member of the negotiating unit for shift time actually worked as follows:

6:00 pm to 6:00 am: \$3.00 per hour for the duration of this agreement."

iv. FTO. A new "**Section 7**" shall be added to **Article XXV on page 20** and it shall read as follows:

"SECTION 7

Field Training Officer (FTO). Patrol officers shall be compensated an additional \$4.00 per hour for each hour of work involving the training of new employees."

v. SRO. A new "**Section 8**" shall be added to **Article XXV on page 20** and it shall read as follows:

“SECTION 8

School Resource Officer (SRO). Upon being assigned as an SRO, full-time officers will be paid an additional stipend of \$2,000 annually for the duration of this agreement.”

- vi. **RANGE WORK DURING SCHEDULED OFF TIME.** A new “**Section 9**” shall be added to **Article XXV on page 20** and it shall read as follows:

“SECTION 9

Range Time. Each officer required to appear for firearms training/qualification other than during his/her regular working shift, shall be compensated a minimum of six (6) hours, calculated at time and a half, for each range appearance, and overtime for any time worked thereafter.”

- vii. **EQUIPMENT STIPEND.** A new “**Section 10**” shall be added to **Article XXV on page 20** and it shall read as follows:

“SECTION 10

Equipment Stipend. Officers shall receive an annual equipment stipend for \$400 to be used at the discretion of each officer. The stipend shall be paid by the City on or before December 1 of each year.”

- viii. **SECOND LANGUAGE STIPEND.** A new “**Section 11**” shall be added to **Article XXV on page 20** and it shall read as follows:

“SECTION 11

Second Language Stipend. Officers shall receive an annual stipend in the amount of \$500.00 for proficiency in any second language that can be used to benefit the department. The Chief of Police shall determine proficiency in a second language based on the following factors:

- i. Officer ability to conduct interviews in a second language;
- ii. Officer ability to communicate with the public by receiving information provided in a second language;
- iii. Officer ability to communicate with the public by conveying information to the public in a second language;
- iv. Other information demonstrating ability to communicate in a second language, including but not limited to educational

degrees, certificates, history of employment and/or training.”

5. PHYSICAL TRAINING (PT) TEST. A new “**Section 12**” shall be added to **Article XXV on page 20** and it shall read as follows:

“SECTION 12

Physical Training (PT) Test. Officers that score within the ranges below, based on the scoring schedule attached as **APPENDIX C**, shall have the option to receive the corresponding compensation below or elect to receive twenty-four (24) hours of comp time.

12 - 16 Points: \$400

8 - 11 Points: \$200

4 - 7 Points: \$100”

6. HOLIDAYS INCLUDED IN COMPENSATION. **Article VIII, Section 1, on page 7** shall be amended to delete the first sentence of the paragraph and replace it as follows:

“As of January 1, 2024, pay for all holidays, including Juneteenth, shall be incorporated into the officer’s base salary and paid out biweekly in accordance with the City’s regular payroll practices.”

Additionally, “Juneteenth” shall be added to **Appendix A on page 23** entitled “Holidays”.

7. TIME OFF FOR NEW CHILD. **Article IX on pages 7-11** shall be amended to add the following language at the end of **Section 2 on page 10**.

“Paid Time Off For Birth/Adoption of Child. In addition to all other benefits arising under this agreement and rights arising under applicable State and Federal Law, officers will receive paid time off for a period of one week (7 calendar days) when their spouse/partner gives birth to a child or upon adoption of a child. This time off shall be in addition to, and distinct from, use of comp time, vacation time, personal/administrative time, and sick leave.”

8. CONTINUED MEETINGS AND DISCUSSION TO ADDRESS HEALTH INSURANCE. **Article XI, on pages 11-13** shall be amended to allow for continued discussion about health insurance and a reopener clause in the event the PBA and the City mutually agree to amend the healthcare insurance provisions set forth in the CBA prior to expiration of the agreement and/or prior to the agreed

upon timelines to begin negotiations for a successor agreement. **Article XI** shall be amended to add the following language at the end of **Section 2 on page 13**:

“Quarterly Meetings to Explore Healthcare Insurance Savings. The City and the PBA shall meet quarterly to discuss mutually acceptable healthcare insurance concepts as an alternative to the current benefits set forth in this agreement. In the event the Parties develop a mutually beneficial alternative for healthcare insurance, the Parties agree that this agreement can be re-opened at any time to negotiate and agree to terms and conditions of employment modifying health insurance plans, costs and/or coverages set forth in this agreement.”

9. **PBA AUTHORITY IN ARBITRATION.** **Article III, on pages 2-5** shall be amended to add the following language to the end of **Section 4 on page 5**:

“PBA Authority in Arbitration Matters. Notwithstanding the right of any employee of the bargaining unit to assert a grievance, the PBA shall have the sole and exclusive right to decide and act on issues involving: filing for arbitration, resolving matters subject to pending arbitration, withdrawing an arbitration matter, and filing an appeal of an arbitration decision pursuant to *N.J.S.A. 34:13A-62*.”

10. **SUBSTANTIVE CHANGES.** The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2019, through December 31, 2023, agreement that is not affected by this document shall remain in the new agreement.

11. **MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA.** All other provisions in the January 1, 2019 – December 31, 2023 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2024 to December 31, 2028.

12. WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN. All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.
13. PARTIES' GOOD FAITH TO FINALIZE CONTRACT. The City acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.
14. CONSTRUCTION. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.
15. RATIFICATION. The Union and the City acknowledge the terms of this MOA need to be ratified by the Union and the City. By signing this agreement, the Parties' representatives are indicating they are prepared to present this agreement to their respective constituents with the recommendation to ratify this agreement.

Subject to the ratification provisions set forth above, the Union and the City signify and acknowledge their understanding and agreement to the terms listed above, by the signatures of their duly authorized representatives.

PBA 122

DCPL. Nick Cocciola

DCPL. Nick Cocciola
Print Name

Date:

Det. Benjamin Volk

Det. Benjamin Volk
Print Name

Date:

Print Name

Date:

CITY OF WOODBURY

John Leach

John Leach
Print Name

Date: 2/13/2023

Print Name

Date:

Print Name

Date:

Print
Name
Date:

Print
Name
Date

APPENDIX C

Tests Listed Below:

Sit-Ups – As many as you can in a minute

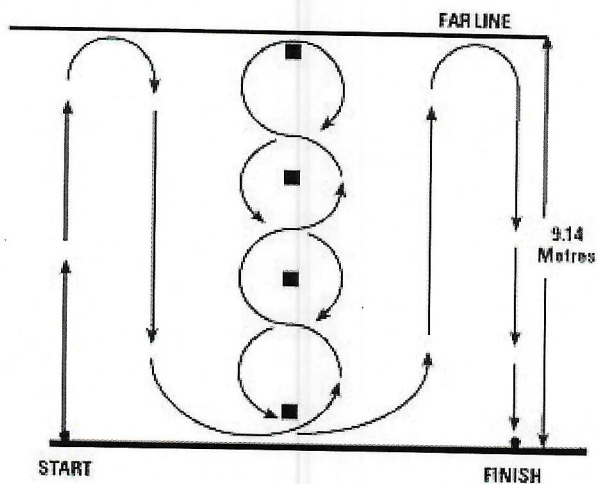
Score	Age 29 y/o and under	Age 30-39	Age 40+
4 points	51+ sit ups	45+ sit ups	39+ sit ups
3 points	40-50 sit ups	34-44 sit ups	28-38 sit ups
2 points	35-39 sit ups	29-33 sit ups	22-27 sit ups
1 point	24-34 sit ups	18-28 sit ups	15-21 sit ups

Push-Ups – As many as you can in a minute

Score	29 y/o and under	Age 30-39	Age 40+
4 points	43+ push ups	37+ push ups	28+ push ups
3 points	28-42 push ups	23-36 push ups	19-27 push ups
2 points	20-27 push ups	18-22 push ups	13-18 push ups
1 point	15-19 push ups	12-17 push ups	9-12 push ups

Illinois Agility Run

Score	Ages 29 and under	Ages 30 and over
4 points	16.1 seconds and under	16.2 seconds and under
3 points	16.2-17.7 seconds	16.3-18.1 seconds
2 points	17.8-18.6 seconds	18.2-19.1 seconds
1 point	18.7-20.2 seconds	19.2-21.0 seconds



	Ages 29 and under	Ages 30-39	Ages 40 and over
4 points	11:00 min. and under	11:45 min. and under	12:15 min and under
3 points	11:01-13:00 minutes	11:46-13:45 minutes	12:16-14:15 minutes
2 points	13:01-15:00 minutes	13:46-15:50 minutes	14:16-16:15 minutes
1 points	15:01 min. and over	15:50 min. and over	16:16 min. and over

1.5 Mile Run – Females

Score	Ages 29 and under	Ages 30-39	Ages 40 and over
4 points	13:30 min. and under	14:30 min. and under	15:30 min. and under
3 points	13:31-15:30 minutes	14:30-16:30 minutes	15:31-17:30 minutes
2 points	15:31-17:30 minutes	16:31-18:30 minutes	17:31-19:30 minutes
1 point	17:30 min. and over	18:00 min. and over	19:31 min. and over

16 Total Points Available

12-16 points - \$400.00

8-11 Points - \$200.00

4-7 Points - \$100.00